

**AGREEMENT FOR OPERATIONS OF THE OXNARD PERFORMING ARTS AND
CONVENTION CENTER ROOMS**

This AGREEMENT is made and entered into on this 18th day of February, 2020 by and between STERLING VENUE VENTURES, LLC. , a California Limited Liability Corporation (“SVV”), and THE CITY OF OXNARD, a California municipal corporation (“CITY”), hereinafter referred to individually as “PARTY” or collectively as the “PARTIES.”

RECITALS

WHEREAS, the CITY owns and controls the Oxnard Performing Arts and Convention Center (“PACC”) located at 800 Hobson Way, Oxnard, California 93030; and

WHEREAS, the CITY desires to operate PACC as a community resource to support cultural development for the Oxnard community, provide a location for local and regional events for individuals, organizations and businesses, and to promote and provide entertainment, recreational and cultural events and activities for Oxnard residents; and

WHEREAS, the CITY desires to secure professional Event services for the PACC Rooms, and SVV is qualified and willing to provide the professional Event services.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, CITY and SVV agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **BAND COSTS** – means any and all costs associated with live entertainment at an EVENT.
- 1.2 **CAPITAL IMPROVEMENT** – means the installation, construction or reconstruction of public improvements.
- 1.3 **CAPITAL REPLACEMENT** – means the replacement of parts or portions of public improvements, such as buildings, structures, pavement and the like which have met or exceeded their prescribed life cycles or which have been damaged by accident, acts of third parties, weather and other acts of nature, and the like, requiring significant outlays of capital.
- 1.4 **CITY EVENT** – means any presentation, show, performance, showcase or any other live entertainment funded and organized by a CITY Department held in the PACC ROOMS.
- 1.5 **EVENT**- means any presentation, show, performance, showcase or any other live entertainment, or event put on by SVV hosted in the PACC ROOMS.
- 1.6 **LABOR COSTS**- means any and all direct and indirect costs associated with staffing any event in the PACC ROOMS.

- 1.7 **MAINTENANCE** – means the routine and customary care and replacement of grounds, buildings, lighting, and pavement, and the like, not requiring significant outlays of capital.
- 1.8 **PACC** – means the Oxnard Performing Arts and Convention Center, located at 800 West Hobson Way, Oxnard, California 93030.
- 1.9 **PACC ROOMS** – means the facilities labeled and depicted in “**Exhibit A**” of this Agreement. Throughout this Agreement, PACC ROOMS are sometimes called “Meeting Rooms.”
- 1.10 **PACC PROPERTY** – means the Oxnard Performing Arts and Convention Center property as depicted in “**Exhibit A**” of this Agreement.

ARTICLE 2 TERM OF AGREEMENT

- 2.1 SVV shall operate the Oxnard Performing Arts Center Rooms (“PACC ROOMS”), as depicted in “**Exhibit A**,” attached hereto and incorporated by this reference, in coordination with the Oxnard Performing Arts Center Corporation Board of Directors, from March 1, 2020 until March 1, 2025.
- 2.2 Unless otherwise terminated, this Agreement may be extended by up to an additional five (5) years by mutual agreement in writing between the City and SVV, subject to City Council approval.

ARTICLE 3 ROLES AND RESPONSIBILITIES

- 3.1 **Event Expenses.** SVV shall be responsible for EVENT costs, including but not limited to: Costs of goods, BAND COSTS, LABOR COSTS, concessions expenses, marketing costs, janitorial services, and procuring and maintaining EVENT insurance.
- 3.2 **Facility Preparation.** SVV shall be responsible for providing adequate event oriented facility preparation, sufficient sanitary facilities, clean-up, and event security, and user damage and repairs required as a result of PACC PROPERTY use. At the beginning of each year, SVV shall meet with the CITY’s Public Works Director (or the person designated by the City Manager) to agree upon standards for the foregoing facilities and activities.
- 3.3 **Janitorial Services.** SVV shall monitor the PACC ROOMS, including restrooms, and keep it clean and supplied with necessary janitorial products during each EVENT or CITY EVENT. SVV shall also clean the PACC restrooms prior to each EVENT or CITY EVENT, and shall clean the restrooms after each EVENT or CITY EVENT.

- 3.4 **Liability and Workers Compensation Insurance.** SVV shall provide Liability and Workers Compensation Insurance for its employees.
- 3.5 **Furniture, Fixtures, and Equipment.** SVV may, at its own expense, furnish, and set up fixtures and equipment necessary for the operation and maintenance of the Rooms.
- 3.6 **Maintenance.** SVV shall be responsible for all aspects of the maintenance at the PACC PROPERTY, as depicted in “**Exhibit B**” of this Agreement, including but not limited to grounds maintenance, janitorial services, and alarm monitoring services during all times the PACC ROOMS are not in use. SVV shall ensure facility exterior is adequately maintained prior to scheduled EVENTS, including CITY EVENTS.
- 3.7 **Possessory Interest Taxes.** SVV shall be responsible for any possessory interest tax imposed on it based upon this Agreement. CITY shall not be responsible for any such possessory interest taxes.
- 3.8 **Property Insurance.** CITY shall be responsible for property insurance for the PACC Property.
- 3.9 **ADA Compliance.** CITY shall be responsible for the PACC PROPERTY to comply with all ADA regulations for restrooms and property access.
- 3.10 **Ticketing.** If applicable, ticketing for all EVENTS shall operate through SVV’s Ticketmaster account. SVV shall maintain the exclusive box office contract for all events hosted at the PACC Property.
- 3.11 **Environmental.** SVV shall not be responsible for any existing contamination at the PACC Property. CITY shall provide to SVV for inspection any and all environmental information that it may possess in order to assist in the environmental evaluation of the PACC Property.
- 3.12 **Landscaping.** SVV shall be responsible for landscape and grounds maintenance at the PACC PROPERTY, as depicted in “**Exhibit B**” to this Agreement, attached hereto and incorporated by this reference.
- 3.13 **HVAC/Electrical and Plumbing.** CITY shall ensure that all existing HVAC, electrical systems, and plumbing systems are in good operating condition prior to occupancy by SVV. Thereafter, CITY shall be solely responsible for electrical, plumbing, and HVAC to be maintained in proper working order.
- 3.14 **Capital Replacement and Capital Improvement.** CITY shall be responsible for all Capital Replacement and Capital Improvements at the PACC PROPERTY.

ARTICLE 4 LEASE RATES

- 4.1 **Lease Rate for SVV Events.** For each EVENT SVV conducts in the PACC ROOMS, SVV shall pay CITY 50% of all fees collected from renters, in accordance with the approved fee schedule, attached hereto as “**Exhibit C**” and incorporated by this reference. SVV shall remit payments to CITY no more than thirty (30) days after each EVENT.

- 4.2 **Lease Rate for City Events.** CITY shall pay fees detailed in “**Exhibit C.**” Such fees are adopted by the Oxnard City Council, and may be amended from time to time.

ARTICLE 5 NON-SVV EVENTS

- 5.1 **City Events.** Except where SVV has booked an EVENT on a date where the CITY desires to use the a specific PACC ROOM to book a CITY EVENT, the CITY may book a CITY EVENT in the PACC ROOM of CITY’s choice.
- 5.2 **Exclusive Control.** Aside from CITY EVENTS, SVV shall maintain exclusive control over the PACC ROOMS.

ARTICLE 6 GENERAL PROVISIONS

- 6.1 **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters, but in any case such acts shall not include labor disputes.
- 6.2 **Permits.** CITY represents and warrants that all permits required for the operation of the PACC Property are in place and active. SVV acknowledges that there is no Alcoholic Beverage Control (“ABC”) License for alcoholic beverage sales and consumption issued for the PACC Property and that any license of permit required for alcoholic beverage sales and consumption are to be obtained for particular events by SVV or the party holding an Event.
- 6.3 **Naming Rights.** Both City and SVV acknowledge that naming rights associated with the PACC PROPERTY shall be governed by a separate Agreement between the Parties.
- 6.4 **Records and Inspection.** SVV shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine all point of sale records, without charge, during normal business hours.
- 6.5 **Non-Assignability.** This Agreement contemplates personal performance by SVV and is based upon a determination of SVV personnel’s unique competence, experience and specialized personal knowledge. SVV shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and SVV shall hold harmless, defend and indemnify Indemnitees (as that term is defined below) from and against all Claims arising from or relating to any unauthorized assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of SVV.
- 6.6 **Nondiscriminatory Employment.** SVV shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry,

ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SVV understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SVV shall be responsible for such subcontractor's compliance with this Section.

- 6.7 **Compliance with Laws.** In performing the Services under this Agreement, SVV shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, SVV shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
- 6.8 **Applicable law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be solely in the Ventura County Superior Court.
- 6.9 **Titles.** The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
- 6.10 **Authority.** Any person executing this Agreement on behalf of SVV warrants and represents that s/he has the authority to execute this Agreement on behalf of SVV and to bind it to the performance of these obligations. The Parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
- 6.11 **Cumulative Remedies.** All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
- 6.12 **Integration; Amendment.** This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and SVV regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
- 6.13 **No Waiver.** Waiver by either Party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to SVV constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of SVV, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

- 6.14 **Counterparts.** 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.
- 6.15 **Independent Contractor.** SVV is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SVV or any of its employees, except as stated in this Agreement. SVV has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SVV, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as SVV wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude SVV from rendering any services for SVV's own account or to any other person or entity as SVV in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services SVV shall perform for the City. Except as City Manager specifies in writing, SVV and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SVV and its employees are not employees of City. SVV and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and/or health, life, dental, long-term disability and workers' compensation insurance benefits. SVV shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. SVV agrees to pay all required taxes on amounts paid to SVV under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. SVV shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of SVV's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to SVV under this Agreement any amount due to City from SVV as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.
- 6.16 **Acceptance of Payment.** SVV's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to SVV for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of SVV 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 SVV and its employees, agents and subcontractors. SVV 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 SVV or materials or products provided to City by SVV, SVV shall pay the sales tax. City shall not reimburse SVV for sales taxes paid by SVV.

6.17 **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 7 INDEMNITY

To the maximum extent permitted by law, SVV shall hold harmless, defend and indemnify the City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by SVV or of any of its officials, directors, officers, employees, subcontractors, or agents. SVV's obligation to defend is a separate and distinct obligation from SVV's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Operator shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to SVV of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if SVV asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

CITY hereby agrees to indemnify, defend and hold harmless SVV, its agents and employees, against all liability, obligations, claims, loss, damages and expenses, including reasonable attorney's fees arising out of its negligent performance or failure to perform any of its duties or obligations under this Agreement.

ARTICLE 8 NOTICES

All notices, requests, demands and other communications which are required or may be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given when received if personally delivered; when received if transmitted by fax, email or regular US mail; if received during the CITY's normal business hours (between 8 a.m. and 6 p.m. Monday through Thursday, and between 8 a.m. and 5 p.m. every other Friday) on a CITY business day (or if not, the next CITY business day after delivery); if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows or at such other address as one Party may notify the other in writing:

City of Oxnard
300 West Third Street
Oxnard, CA 93030
Attn: Ashley Golden, Assistant City Manager
(805) 385-7478

Sterling Venue Ventures, LLC.
28912 Roadside Dr.
Agoura Hills, CA 91301
Attn: Lance Sterling
(805) 657-9201

With a copy to:

City Attorney
City of Oxnard

305 West Third Street
Oxnard, CA 93030

ARTICLE 9 TERMINATION

- 9.1 **Termination with Cause.** Either party may terminate this Agreement 90 days after service of notice of a material breach of the Agreement. The 90-day period shall be a cure period, in which the party subject to the termination notice may cure the breach and avoid termination if agreed to the other Party.
- 9.2 **Termination at the end of any Term.** If this Agreement is not extended by mutual written agreement by both Parties at the end of any term or extension, then the Agreement will terminate at the end of the term.
- 9.3 **Article XVI of the State of California Constitution.** Notwithstanding anything to the contrary, CITY may terminate this AGREEMENT in order for CITY to be in compliance with Article XVI, Section 18 of the State of California Constitution (which provides in part that a city may not obligate itself where funding is unavailable). Should the CITY exercise this Section 9.3 termination option, SVV shall reserve the right to fulfill its obligations to host any EVENTS in the PACC ROOMS that SVV has booked at the time the CITY exercises Section 9.3 ("Transition Period"). During the Transition Period, SVV shall be responsible for all costs associated with operating the PACC PROPERTY.

ARTICLE 10 INSURANCE

SVV shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed in **Exhibit X**, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that SVV obtain and maintain such insurance coverages. SVV shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in **Exhibit X**. Maintenance of insurance coverages by SVV is a material element of this Agreement. SVV's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

SVV shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on 02/18, 2020.

CITY OF OXNARD

Sterling Venue Ventures, LLC.

Tim Flynn 2/18/20
 Tim Flynn, Mayor Date

Lance Sterling 2/18/20
Lance Sterling Date
Chief Executive Officer

ATTEST:

Michelle Ascencion 2/19/20
Michelle Ascencion, City Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

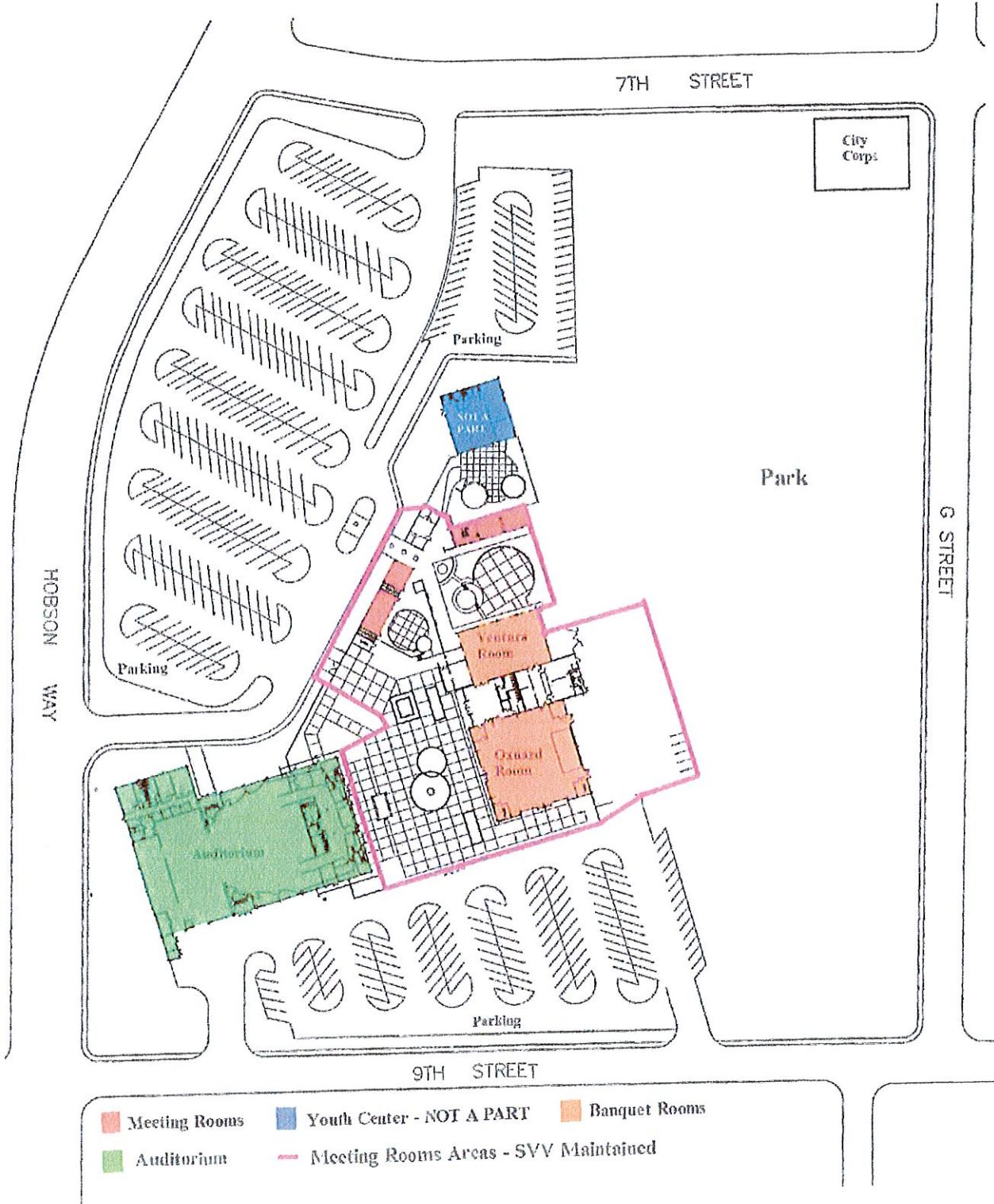
Stephen M. Fischer FOR 2/18/20
Stephen M. Fischer, City Date
Attorney (always required)

EXHIBIT A



- Meeting Rooms
- Youth Center - NOT A PART
- Meeting Rooms
- Auditorium
- PACC Property

EXHIBIT B



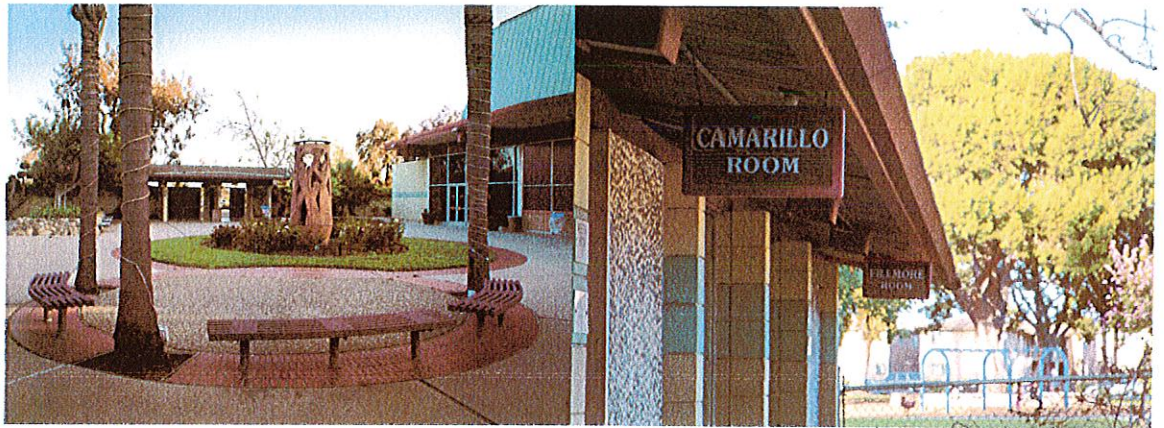
PACC CITY OF OXNARD PERFORMING ARTS & CONVENTION CENTER

800 HOBSON WAY, OXNARD, CA 93030 | 805-385-7995

Thank you for selecting the Oxnard Performing Arts & Convention Center for your special event. Listed below for you are the detailed costs that pertain to your event.

BANQUET ROOM CHARGES

CHARGE	OXNARD ROOM	VENTURA ROOM
Room Rental Fee		
Mon-Thurs	\$200/hour	\$150/hour
Fri-Sun Daytime (8am-3pm)	\$257/hour	\$175/hour
Fri-Sun Evening (4pm-11pm)	\$358/hour	\$286/hour
Refundable Cleaning Deposit	\$500	\$500
One-Day Permit	\$73	\$73
Kitchen Fee	\$100	\$100



MEETING ROOM CHARGES (45 PERSON CAPACITY)

FILMORE ROOM	SANTA PAULA ROOM	HUENEME ROOM*
CAMARILLO ROOM	THOUSAND OAKS ROOM*	

*ROOMS MAY BE COMBINED INTO ONE LARGE MEETING ROOM

CHARGE	OXNARD RESIDENT	
Weekday Rental Fee	\$45/hour	2-HOUR MINIMUM FOR MEETING ROOM RENTALS
Weekend Rental Fee	\$65/hour	RENTAL RATES INCLUDE SET-UP WITH EXISTING INVENTORY OF TABLES AND CHAIRS.
Refundable Cleaning Deposit	\$100	ADDITIONAL SET-UPS WILL BE CHARGED EXTRA

City of Oxnard Cultural & Community Services Department

PACC 2020

INSURANCE REQUIREMENTS FOR FACILITY OPERATORS

1. Operator shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by Operator, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$3,000,000 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 \$2,000,000 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

e. Crime/Employee Dishonesty Policy in an amount not less than \$3,000,000. The Crime/Employee Dishonesty Policy shall name the City of Oxnard as a Joint Loss Payee.

2. Operator shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-X. 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 occupation of the premises. 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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Operator 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. Operator 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 Operator; products and completed operations of Operator; premises owned, occupied or used by Operator; or automobiles owned, leased, hired or borrowed by Operator. 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-X 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 Operator shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Operator shall also be applicable to Operator's subcontractors. Operator agrees to maintain

appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/20

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 notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business 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-X.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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$6,000,000 PRODUCTS COMP/OP AGG \$3,000,000 PERSONAL & ADV INJURY \$3,000,000 EACH OCCURRENCE \$3,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$2,000,000 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 Property insurance against all risks of loss to any tenant improvements or betterments Crime/Employee Dishonesty Policy				LIMIT OF INSURANCE \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS	
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	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 _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	SUBMIT IN DUPLICATE	
	ENDORSEMENT NO.	

PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from _____ (to) _____) LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits <hr/> <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which) _____
NAMED INSURED	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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE <input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER	OTHER PROVISIONS
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LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____
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In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ 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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OXNARD AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: Sterling Venue Ventures, LLC.

Address: Sterling Venue Ventures, LLC. 28912 Roadside Dr. Agoura Hills, CA 91301

Telephone No.: 805-657-9201

Agreement: \$ 450,000

Contact Person: Lance Sterling

P.O. No. (if existing agreement): _____

Department: Cultural & Community Services

Req. No. (if new agreement): _____

Project Manager: Terrel Harrison

Business Tax Certificate No.: 21-00125599

Phone: 805-385-7994

Insurance Exhibit Type: X

Amendment Number: _____

Bid No.: _____

Contingency Requested: \$ _____

NSS control number: _____

EISPM Funds¹ Requested: \$ _____

Funding Source: _____

Account No.²: _____

Target Approval Date: _____

Minute Track ID No. _____

Termination Date: _____

Email address: _____

Current Value of Agreement

(including prior amendments): \$ _____

(Attach copies of original agreement and all prior amendments)

Value of this Amendment: \$ _____

Total Value of Amended

¹ Funds for engineering, inspections, surveying & project management

² Attach list of account numbers and amounts if multiple accounts

³ Moves to after Mayor and Contractor sign if public project contract

⁴ Moves to after Mayor signs if public project contract

⁵ Buyer signs only if contract and all amendments collectively are up to \$25,000 annually; initials this form only if contract and all amendments collectively are over \$25,000 annually

⁶ Purchasing Manager signs only if contract and all amendments collectively are up to \$100,000 annually; initials this form only if contract and all amendments collectively are over \$100,000 annually

⁷ City Manager/ACM signs only if contract and all amendments collectively are over \$100,000 and up to \$200,000 annually; initials this form only if contract and all amendments collectively are over \$200,000 annually

⁸ Mayor signs only if contract and all amendments collectively are over \$200,000 annually; no need to initial this form

⁹ City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement... shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two original agreements (with wet signatures) and one copy of this form.

City Council
Feb. 18, 2020
Item L-2

Purpose of Agreement/Amendment and Reasonableness of Price: min. Value of \$790K over 5-year term of S.V. project to the City for events held in meety rooms.

Review Sequence

1. Project Manager
2. Department Director
3. Budget Management
4. Risk Management³
5. City Attorney (signs contract; no need to initial this form)
6. Contractor/Vendor/Consultant (signs contract; no need to initial this form)⁴
7. Buyer⁵
8. Purchasing Manager⁶
9. City Manager/ACM⁷
10. Mayor⁸
11. City Clerk⁹

Initials	Date
<i>[Signature]</i>	2-14-20
<i>[Signature]</i>	2-14-20
<i>[Signature]</i>	2/14/20
<i>[Signature]</i>	2/14/20
_____	_____
_____	_____
_____	_____

To Be Filled Out By City Manager, Purchasing Manager or Buyer Awarding the Contract if Contingency, EISPM Funds, or Both Are Requested:

Regarding the contingency:

- I authorize the amount of contingency requested in this form.
- I authorize _____ (up to 10% of total contract value) in contingency funding.
- I do not authorize any contingency funding.

Regarding the EISPM funds:

- I authorize the amount of EISPM funds requested in this form.
- I authorize _____ (up to 10% of total contract value) in EISPM funds.
- I do not authorize any EISPM funds.

Signed: _____ Date: _____

- Alexander Nguyen, City Manager (if contract and all amendments are up to \$200,000 annually)
- Daniel Willhite, Purchasing Manager (if contract and all amendments are up to \$100,000 annually)
- Rosemarie Gaglione, Public Works Director (if public project contract is up to \$100,000 annually)
- Patricia Garcia, Buyer (if contract and all amendments are up to \$25,000 annually)
- Eric Hernandez, Buyer (if contract and all amendments are up to \$25,000 annually)
- Jose Chavez, Buyer (if contract and all amendments are up to \$25,000 annually)