Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
May 24, 2022
Regular Meeting - 8:30 to 10:00 PM

Zoom details to call-in for public comment during a meeting:

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 867 5282 7254**
3. **Passcode: 308292**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

    a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
    b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Presentation / Committee Discussion / Public Comment)

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the May 10, 2022 regular meeting as presented.

Legislative Body: Public Works & Transportation Committee

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: First Amendment to Agreement A-8126 for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a first amendment to Agreement A-8126 with Conico Toro, Inc., to increase the not to exceed amount from $1,420,200 to $3,120,200 and extend the term two additional years from June 30, 2022 to June 30, 2024, and incorporate the Water Campus, Blending Stations 3, 4 and 5, and Advanced Water Purification Facility (AWPF) location sites.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/C95Lu9Hoa9U

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Third Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Compressed Natural Gas (CNG) Residential Refuse Collection Vehicles for the Environmental Resources Division. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Rental Agreement No. A-8221 with Big Truck Rental, LLC to increase the not to exceed amount from $1,707,200 to $3,168,800 and extend the term from June 30, 2022 to June 30, 2023 for the short term rental of 15 compressed natural gas (CNG) residential and commercial refuse collection vehicles.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/zd47Csgq7ls

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: May 24, 2022

TO: Public Works and Transportation Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the May 10, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 05 10 2022 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
May 10, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Vianey Lopez, Member John C. Zaragoza, and Chair Bert E. Perello were present in person.

Staff members Alexander Nguyen, City Manager; Kenneth Rozell, Chief Assistant City Attorney; Michael Wolfe, Public Works Director; Joseph Marcinko, Assistant Public Works Director; Tatiana B. Arnaout, P.E., City Engineer; and Rose Chaparro, City Clerk were also present in person.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the April 26, 2022 regular meeting as presented.

It was moved by Member Lopez, seconded by Member Zaragoza, to approve the Information/Consent item as presented. VOTE: Lopez, Perello, and Zaragoza voted in favor, the motion carried 3-0.

D. REPORTS

1. Public Works Department
   SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2022-23. (0/5/5)
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council adopt a resolution to:

   1. Adopt the Fiscal Year 2022-23 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
   2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Tatiana B. Arnaout, P.E., City Engineer presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Chair Perello, seconded by Member Lopez, to approve the recommended action as presented. VOTE: Lopez, Perello, and Zaragoza voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 8:54 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: May 24, 2022

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: First Amendment to Agreement A-8126 for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities. (0/5/5)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a first amendment to Agreement A-8126 with Conico Toro, Inc., to increase the not to exceed amount from $1,420,200 to $3,120,200 and extend the term two additional years from June 30, 2022 to June 30, 2024, and incorporate the Water Campus, Blending Stations 3, 4 and 5, and Advanced Water Purification Facility (AWPF) location sites.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/C95Lu9Hoa9U

BACKGROUND

On May 21, 2019, City Council approved a three-year Trade Service Agreement A-8126 with Conico Toro, Inc for the purchase and delivery of bulk fuel (unleaded gasoline, clear diesel and red dye diesel) to various City locations for a total of $1,420,200. The formal Request for Bid (RFB) No. PW 19-31 allowed for a total award term of up to a five-year term. The two-year amendment allows the City to fully utilize the proposed term from the original RFB.

Conico Toro, Inc. is the parent company to the local provider MacValley Oil Company (MacValley). Upon initial award of the agreement, the City ensured that all proper documentation, including Secretary of State listing, insurance certificates, and fictitious business licensing properly linking Conico Toro, Inc., to MacValley. Upon developing the subsequent amendment, staff verified that all proper documentation was in place for continued services with MacValley. MacValley has been the City's bulk fuel provider for more than 13 years.

DISCUSSION

TABLE 1 - MacValley currently delivers bulk fuel to the following City locations:

	Locations	Unleaded Gasoline	Clear Diesel	Red Dye Diesel

1	Environmental Resources 111 S Del Norte Boulevard	✓		✓
2	Fire Station 1 491 S K Street	✓	✓	
3	Fire Station 2 531 E Pleasant Valley Road		✓	
4	Fire Station 3 150 Hill Street		✓	
5	Fire Station 4 230 W Vineyard Avenue		✓	
6	Fire Station 5 1450 Colonia Road		✓	
7	Fire Station 6 2601 Peninsula Road		✓	
8	Fire Station 8 3000 S Rose Avenue	✓	✓	
9	Wastewater Treatment Plant 6001 Perkins Road	✓	✓	
10	River Ridge Golf Club 2401 W Vineyard Avenue	✓		✓

TABLE 2 - New locations to be incorporated:

	Locations	**Unleaded Gasoline**	**Clear Diesel**	**Red Dye Diesel**
1	Water Campus 251 South Hayes			✓
2	Blending Station 3 1700 Solar Drive			✓
3	Blending Station 4 3637 Rose Avenue			✓
4	Blending Station 5 980 E Pleasant Valley Road			✓
5	AWPF 5700 Perkins Road			✓

Services for bulk fuel delivery were competitively bid and have provided the most economical option for the City. As a result of the Bid Process, MacValley was the lowest responsive bid based on markup cost above the California Oil Price Information Service (OPIS) who regulates fuel pricing to California fuel suppliers. The cost per gallon of fuel consists of the OPIS Wholesale Rack Pricing published average plus $0.215. The contract allows a $0.005 increase each year which is set to increase to $0.220 in FY 2022-23 and $0.225 in FY 2023-24.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total cost for this Amendment shall not exceed $1,700,000 through June 30, 2024. In past years, fuel pricing had remained consistent. However, fuel prices have increased approximately 33% in the third quarter of FY 2021-22. Fuel prices are anticipated to remain high for an undetermined length of time and could continue to increase. The funds requested for this amendment include potential increases in fuel prices through the term of the agreement. Funding will begin in the FY 2022-23 and has been considered in the Proposed Budget. Subsequent fiscal year funding will be requested in the annual budget process. The estimated annual cost per Division is as follows:

ESTIMATED SPENDING PLAN			
Division	**FY 22-23**	**FY 23-24**	**Total**
Wastewater (611,621), Storm Water (114) 611-6103 621-6205 114-3501 114-3502 611-6101	$272,000	$272,000	$544,000
Environmental Resources 631-6312	$186,000	$190,000	$376,000
Fire Stations 1-6 & 8 741-7501	$300,000	$330,000	$630,000
River Ridge Golf Course 651-6401	$52,000	$58,000	$110,000
Water Campus Blending Stations 3-5 601-6010	$10,000	$10,000	$20,000

AWPF 601-6010	$10,000	$10,000	$20,000
Total			**$1,700,000**

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8126 First Amend
2. Fully Executed A-8126
3. Presentation

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of_____,20_____ by and between the City of Oxnard, a municipal corporation ("City"), and Conico Toro, Inc. ("Vendor") This First Amendment amends the Agreement entered into on July 1, 2019 by City and Vendor.

City and Vendor agree as follows:

1. The "date" in Section 5 of the Cover Page of the Agreement is hereby amended to "June 30, 2024."

2. The "amount" in Section 6 of the Cover Page of the Agreement is hereby amended to "$3,120,200"

3. The "name" in Section 7 of the Cover Page of the Agreement is hereby amended to "Jose Arreola."

4. The "email" in Section 12 of the Cover Page of the Agreement is hereby amended to "jose.arreola@oxnard.org."

5. The reference to the "Schedule and Scope of Services" Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the "Water Schedule and Scope of Services" Exhibit and the "AWPF Schedule and Scope of Services" Exhibit. The "Water Schedule and Scope of Services" Exhibit and the "AWPF Schedule and Scope of Services" Exhibits are attached hereto and incorporated herein by this reference.

6. The reference to the "Rates and Cost" Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the "Delivery Rates and Cost" Exhibit. The "Delivery Rates and Cost" Exhibit is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

☑ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ _____, Purchasing Manager
☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 4-26-22

CONICO TORO, INC.

Peter Hong, President[2] Date 4/26/22

Chris Do, Controller Date 4/26/22

1

2

"WATER SCHEDULE AND SCOPE OF SERVICES EXHIBIT"

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Delivery Frequency
NORTH TANK Water Campus 251 S. Hayes Ave. Oxnard, CA 93030	Red Dye Diesel	3,000	2 times per year
SOUTH TANK Water Campus 251 S. Hayes Ave. Oxnard, CA 93030	Red Dye Diesel	4,000	2 times per year
STATION 3 1700 Solar Dr. Oxnard, CA 93030	Red Dye Diesel	2,000	2 times per year
STATION 4 3637 N. Rose Ave. Oxnard, CA 93036	Red Dye Diesel	145	2 times per year
STATION 5 980 E. Pleasant Valley Rd. Oxnard, CA 93033	Red Dye Diesel	77	2 times per year
All Tanks Have a Max of 80% Fill			
Estimated Annual Quantity 1,000 Gallons			

"AWPF SCHEDULE AND SCOPE OF SERVICES EXHIBIT"

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Delivery Frequency
Advanced Water Purification Facility (AWPF) 5700 Perkins Rd. Oxnard, CA 93033	Red Dye Diesel	230	3 times per year
Estimated Annual Quantity 690 Gallons			

"DELIVERY RATES AND COST EXHIBIT"

A $170.00 labor/delivery charge will be applied to locations that have deliveries under 150 gallons. (2-hour minimum at the rate of $85.00 per hour)

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2019

(2) Vendor: Conico Toro, Inc.

(3) Services: Bulk Fuel Deliver Services for Various City Sites

(4) Schedule of Services: See Schedule and Scope of Services Exhibit, which is attached hereto and incorporated herein.

(5) Agreement Ending Date: June 30, 2022

(6) Total Agreement Amount: $1,420,200

(7) City's Project Manager: Bill Birch

(8) Vendor's Project Manager: Chris Do

(9) Insurance Coverage: INS-I

(10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

100 North Del Norte Boulevard
Oxnard, CA 93030
Attn: Chris Do, Controller

FOR CITY:

1060 Pacific Avenue
Oxnard, CA 93030
Attn: Bill Birch, Fleet Services Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

chris.do@conicoinc.com

CITY'S PROJECT MANAGER:

bill.birch@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Schedule and Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Living Wage Policy Exhibit
☒ Insurance Exhibit (INS-I)

COUNCIL APPROVED
5/21/2019 L-10
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. 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 Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. 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 renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, 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 Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor 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. Vendor and its employees are not employees of City. Vendor 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 health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor'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 Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 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.

b. 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.

c. 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.

d. 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.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. 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.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor 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 Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. 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 in the Ventura County Superior Court.

30. 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.

31. Force Majeure. Neither City nor Vendor 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 be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. 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.

34. 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.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor 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.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. 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 Vendor 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 Vendor, 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.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. 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. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page 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.

41. 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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Tim Flynn 5/21/19

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion 5/21/19

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

5/8/19

Stephen M. Fischer, City Attorney (always required) Date

CONICO TORO, INC.

Peter Hong, President Date

Chris Do, Controller Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually. The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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Peter Hong, President 4/30/19 Date

Chris Do, Controller 4/30/19 Date

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- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCHEDULE AND SCOPE OF SERVICES EXHIBIT

Vendor shall provide bulk fuel delivery services for all referenced fuel types for the City's current and future tanks. If delivery is not regularly scheduled or if fuel supply is running low, fuel shall be ordered and delivered by means of a phone call to the Vendor. Regardless of whether a delivery is scheduled or unscheduled, all tanks shall be topped off. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right to add or delete delivery sites and fuel types as needed during the course of the Agreement. Please contact City staff regarding City-observed holidays when facilities are closed:

New Year's Day
Dr. Martin Luther King Day
Presidents Day
Caesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Estimated Quantities: The annual quantities listed in the table below are estimates only. The City shall not be penalized for purchasing more or less than the quantities listed. All gasoline and diesel delivered under this Agreement shall meet the latest requirements of the California Air Resources Board (CARB), Federal, State and local governments, as well as fuel industry laws, codes, requirements, standards and guidelines currently in force, and any of those put in force during the Agreement period. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations and standards.

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Delivery Frequency
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	Weekly
	Unleaded Gasoline	10	100	As needed
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	Weekly
	Clear Diesel	1,000	9,500	Weekly
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,900	Weekly
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	Weekly
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	Weekly
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	Weekly
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	Weekly
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	Weekly
	Clear Diesel	750	8,500	Weekly
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline	240	10,500	Up to twice a week
	Red Dye Diesel	240	6,000	Up to twice a week
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	Twice a year
	Clear Diesel	10,000	10,000	Twice a year

Vendor shall deliver unleaded gasoline, using a low-pressure pump, to Environmental Resources' 10-gallon gas cans. Vendor shall provide River Ridge Golf Course with above-ground tanks for these fuel types as well as electric gasoline/diesel pumps for the tanks.

All other City locations have their own above-ground fuel tanks.

Summary of estimated annual quantities detailed above:

Unleaded Gasoline	27,600 gallons
Clear Diesel	50,900 gallons
Red Dye Diesel	47,600 gallons

Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Vendor to supply pumps, hoses or whatever is needed to appropriately pump the fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Vendor, including product in spill containers.

Delivery Contacts:

- Environmental Resources: James Torrez, phone (805)200-2215, email james.torrez@oxnard.org
- Fire Stations 1-8: Karsten Guthrie, phone (805)385-7704, email karsten.guthrie@oxnard.org
  - Vendor shall receive Fire Station gate codes prior to making first delivery.
- River Ridge Golf Course: Art Gutierrez, phone (805)385-7951, email art.gutierrez@oxnard.org
- Wastewater Treatment Plant: Jeff Palacio, phone (805)271-2208, email jeff.palacio@oxnard.org

Emergency Requirements: The Vendor shall guarantee that, in the event of a declared emergency or natural disaster, priority will be given to all City vehicles/equipment for fuel purchases.

- For River Ridge Golf Course: The Vendor shall certify that above-ground storage tanks and piping will withstand seismic/earthquake events with magnitudes specific to this area's seismic zone (Zone D).
- The Vendor shall provide the City with a 24-hour emergency contact number.
- The Vendor shall provide the City with an emergency plan and necessary personnel to accommodate the City's needs in the event of a declared emergency or natural disaster.
- Actual hours of operation and response times shall be dependent upon the demands and needs of any particular emergency and shall be coordinated with a City representative. Hours of operation can range from a 24-hour-per-day requirement to predetermined hours of operation as established by the City.

Pricing:

- The Vendor's price shall consist of the Thursday Unbranded OPIS (Oil Price Information Service) LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel, plus a stated amount which shall be applied to the published average, to establish cost per gallon of fuel. This Thursday price shall be the cost basis for deliveries made the following week (Monday-Sunday).
- If the OPIS price is not reported for a particular Thursday, the most recent price previously reported shall be used as the base price.
- The quoted price above OPIS shall remain firm for the term of the Agreement. This quoted price shall include Vendor's costs except for fees and taxes levied by the Federal government, State of California, County of Ventura, and City of Oxnard.
- If OPIS discontinues publication of a contractual-based pricing index, the City and Vendor shall negotiate on a new pricing index. If the City and Vendor cannot agree on a new pricing methodology, the City may terminate the Agreement.

Billing:

- Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered amounts.
- Vendor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
- Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price and all taxes, fees, and surcharges.

Every Thursday, Vendor shall send, to all billing contacts by e-mail, an electronic copy of the OPIS price sheet for the Thursday Unbranded OPIS LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel.

- The current Thursday OPIS price shall be the basis for invoice prices for deliveries made the following week (Monday-Sunday).
- Environmental Resources billing contact:
  - Bulk fuel invoices for Environmental Resources shall be sent electronically to: James Torres, Environmental Resources Division Interim MRF Manager, phone (805) 200-2215, e-mail james.torrez@oxnard.org. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five (5) business days after delivery.
  - Billing address: City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.
- Oxnard Fire Stations billing contact:
  - Bulk fuel invoices for Oxnard Fire Stations, and their corresponding delivery slips, shall be mailed to: Bill Birch, Fleet Services Manager, in the Fleet Services Division, phone (805)385-8080, email bill.birch@oxnard.org. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five business days after delivery.
  - Billing address: City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.
- River Ridge Golf Course billing contact:
  - Bulk fuel invoices for the River Ridge Golf Course shall be sent to: Art Gutierrez, Interim Maintenance Services Manager, phone (805)385-7951, e-mail art.gutierrez@oxnard.org.
  - Billing address: River Ridge Golf Course, 2401 West Vineyard Avenue, Oxnard, CA 93036.
- Wastewater Treatment Plant billing contact:
  - Bulk fuel invoices for the Wastewater Treatment Plant shall be sent to: Jeff Palacio, Wastewater Maintenance Supervisor, phone (805)271-2208, e-mail jeff.palacio@oxnard.org.
  - Billing address: City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

RATES AND COSTS EXHIBIT

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Markup Above California O.P.I.S. UBD RACK AVG
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	**$0.205***
	Unleaded Gasoline	10	100	**$0.205***
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	**$0.205***
	Clear Diesel	1,000	9,500	**$0.205***
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,900	**$0.205***
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	**$0.205***
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	**$0.205***
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	**$0.205***
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	**$0.205***
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	**$0.205***
	Clear Diesel	750	8,500	**$0.205***
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline	240	10,500	**$0.205***
	Red Dye Diesel	240	6,000	**$0.205***
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	**$0.205***
	Clear Diesel	10,000	10,000	**$0.205***

***above markup will increase $0.005 each year.**
2019: +$0.205, 2020:+$0.210, 2021:+$0.215, 2022:+$0.220, 2023:+$0.225

Taxes & Fees Listings

Tax/Fee Description	Gasoline	Clear Diesel	Dyed Diesel
Fed L.U.S.T.	0.001	0.001	0.001
Fed Excise *	0.183	0.243	0
Fed Oil Spill	0	0	0
GHG Fee	0.1259	0.1523	0.1523
LCFS Fee	0.1303	0.1564	0.1564
CA Excise	0.417	0.36	0
CA UST	0.02	0.02	0.02
CA Childhood Lead	0.0011	0	0
CA Env. Surcharge	0.004982	0.00461	0.00461
CA Sales Tax	2.25%	13.00%	7.25%
Oxnard Sales Tax	0.50%	0.50%	0.50%

All above prices as of 1/3/19. Subject to change at any time.
Any new Federal and State taxes and fees implemented during the duration of the agreement will be added
* Only applies to River Ridge Golf Course. The city is exempt

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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. 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. 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.

B. 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 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.

D. 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.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 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.

b. 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.

c. 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.

d. 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.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

Exhibit INS-I

INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. 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 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. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: 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

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 $_____ 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

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ 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:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

ENDORSEMENT HOLDER

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

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 _____

First Amendment to Agreement for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities

Public Works and Transportation Committee
May 24, 2022

Jose Arreola
Fleet Services Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council approve and authorize the Mayor to execute a first amendment to Agreement A-8126 with Conico Toro, Inc., to increase the not to exceed amount from $1,420,200 to $3,120,200 and extend the term two additional years from June 30, 2022 to June 30, 2024, and incorporate the Water Campus, Blending Stations 3, 4 and 5, and Advanced Water Purification Facility (AWPF) location sites.

BACKGROUND

- May 21, 2019: Council approved a three year Trade Service Agreement A-8126 with MacValley for the delivery of Bulk Fuel to various City locations.
- Services were competitively bid on December 7, 2018, Request for Bid (RFB) No. PW 19-31. MacValley was the lowest responsive bid based on markup cost above the California Oil Price Information Service (OPIS) who regulates fuel pricing to California fuel suppliers.
- The RFB allowed for a total award of up to a five-year term. This two-year amendment allows the City to fully utilize the proposed maximum term from the original RFB.

DISCUSSION

Conico Toro, Inc. (MacValley) currently delivers bulk fuel to the following City locations:

	Locations	Unleaded Gasoline	Clear Diesel	Red Dye Diesel
1	Environmental Resources 111 S Del Norte Boulevard	✔		✔
2	Fire Station 1 491 S K Street	✔	✔	
3	Fire Station 2 531 E Pleasant Valley Road		✔	
4	Fire Station 3 150 Hill Street		✔	
5	Fire Station 4 230 W Vineyard Avenue		✔	
6	Fire Station 5 1450 Colonia Road		✔	
7	Fire Station 6 2601 Peninsula Road		✔	
8	Fire Station 8 3000 S Rose Avenue	✔	✔	
9	Wastewater Treatment Plant 6001 Perkins Road	✔	✔	
10	River Ridge Golf Club 2401 W Vineyard Avenue	✔		✔

DISCUSSION

The following new locations are to be incorporated into the Agreement A-8126:

	Locations	Unleaded Gasoline	Clear Diesel	Red Dye Diesel
1	Water Campus 251 South Hayes			✔
2	Blending Station 3 1700 Solar Drive			✔
3	Blending Station 4 3637 Rose Avenue			✔
4	Blending Station 5 980 E Pleasant Valley Road			✔
5	AWPF 5700 Perkins Road			✔

FINANCIAL IMPACT

- The cost per gallon of fuel consists of the OPIS Wholesale Rack Pricing published average plus $0.215. The contract allows a $0.005 increase each year. FY 2022-23 markup rate will be $0.220 and FY 2023-24 will be $0.225
- In past years, fuel prices have remained consistent. However, fuel prices have increased approximately 33% in the third quarter of FY 2021-22
- Fuel prices are anticipated to remain high for an undetermined length of time and could continue to increase
- The funds requested for this amendment include potential increases in fuel prices throughout the term of the agreement

FINANCIAL IMPACT

- Funding will begin in FY 2022-23 and has been considered in the Budget process.

- The estimated annual spending plan per Division is as follows:

Division	FY 22-23	FY 23-24	Total
Wastewater	$272,000	$272,000	$544,000
Environmental Resources	$186,000	$190,000	$376,000
Fleet Services (Fire Stations 1-6 & 8)	$300,000	$330,000	$630,000
River Ridge Golf Course	$52,000	$58,000	$110,000
Water Campus & Blending Stations 3-5	$10,000	$10,000	$20,000
AWPF	$10,000	$10,000	$20,000
Total			**$1,700,000**

FINANCIAL IMPACT

- The total cost for this Amendment with MacValley is $1,700,000 with a term date of June 30, 2024.

- Subsequent fiscal year funding will be requested in the annual budget process

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: May 24, 2022

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Third Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Compressed Natural Gas (CNG) Residential Refuse Collection Vehicles for the Environmental Resources Division. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Rental Agreement No. A-8221 with Big Truck Rental, LLC to increase the not to exceed amount from $1,707,200 to $3,168,800 and extend the term from June 30, 2022 to June 30, 2023 for the short term rental of 15 compressed natural gas (CNG) residential and commercial refuse collection vehicles.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/zd47Csgq7ls

BACKGROUND

On June 30, 2020, Council approved Agreement A-8221 with Amrep U.S.A, Inc. (Amrep) for the rental of seven Compressed Natural Gas (CNG) commercial refuse collection vehicles for the Environmental Resources Division (ER) in Public Works. The purpose of the short term rental allowed for uninterrupted daily residential and commercial collection services to continue while the City pursued a comprehensive, formal lease-purchase agreement of 26 new CNG vehicles for ER. On October 20, 2020 Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR).

On March 2, 2021, Council approved the lease-purchase acquisition of 26 CNG collection vehicles from Velocity Truck Centers in Oxnard.

On June 15, 2021, the City Council approved the First Amendment to Rental Agreement A-8221 with BTR in the amount of $621,000 for a new total not to exceed $1,243,200 and to extend the term to June 30, 2022. This First Amendment extended the rental of the original seven CNG collection vehicles for an additional year due to the loss of existing diesel commercial vehicles due to maintenance issues or State emission requirements.

On December 21, 2021, the City Council approved the Second Amendment to Rental Agreement A-8221 with BTR for the rental of eight additional residential CNG collection vehicles in the amount of $464,000 for a new total not to exceed $1,707,200. The Second Amendment allowed for compliance with the State's residential food waste and organic waste collection mandate (SB 1383) that became effective on January 1, 2022.

DISCUSSION

The estimated delivery date from Amrep for the 26 new lease-purchase CNG refuse collection vehicles was January of 2022. Unfortunately, due to the effects of the COVID pandemic on the national supply/transportation chain and labor availability, the delivery of nine CNG refuse collection vehicles has been delayed. The anticipated delivery date is now June 2022.

In an effort to account for potential delivery delays, aging fleet of refuse collection vehicles (Table 1), and collection route expansion; we recommend the extension of all 15 CNG refuse collection vehicles from BTR. This will allow for the uninterrupted commercial collection services to occur while the new lease-purchase vehicles arrive and are incorporated into the fleet.

Table 1 - Environmental Resources Aging Fleet

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	2005	17	Autocar	05101	Diesel	201,365
2	2005	17	Autocar	05202	Diesel	178,528
3	2006	16	Autocar	06102	Diesel	147,852
4	2006	16	Autocar	06107	Diesel	136,038
5	2006	16	Autocar	06108	Diesel	138,509
6	2006	16	Autocar	06105	Diesel	144,340
7	2006	16	Autocar	06103	Diesel	148,855
8	2006	16	Autocar	06106	Diesel	150,551
9	2009	13	Autocar	09100	Diesel	105,518
10	2009	13	Autocar	09101	Diesel	111,003

This Third Amendment with BTR allows the return of any of the 15 CNG refuse collection vehicles during this agreement without monetary penalty. Leased vehicles will be returned based on the delivery of the new CNG refuse collection vehicles or any new vehicle purchases. Due to the aging fleet of refuse collection vehicles in ER, it is expected that approximately seven to ten vehicles will be leased at any given time. The leasing of CNG refuse collection vehicles will be monitored and evaluated throughout the course of this agreement.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The monthly rental cost per Commercial CNG vehicle is $7,400, with a total monthly cost of $51,800. The monthly rental cost for a Residential CNG vehicle is $8,750, with a total monthly cost of $70,000. Staff recommends executing a Third Amendment to Agreement No. A-8221 with BTR for an additional period of 12 months; increasing the existing agreement value by $1,461,600.

The cost for this Third Amendment to Agreement No. A-8221 with BTR is $1,461,600 for a total new agreement value of $3,168,800. Funding has been included in the Proposed Budget for FY 2022-23 within the Environmental Resources Fund.

Program – Fund	Account Number	FY 2022-23 Spending Plan
Environmental Resources Operating Fund – Residential Collection	631-6307-846.83-21	$ 840,000
Environmental Resources Operating Fund – Commercial Collection	631-6308-846.83-21	$ 621,600
TOTAL		**$ 1,461,600**

Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. 3rd Amendment to A-8221
2. A-8221 through 2nd Amendment
3. Assignment and Assumption
4. Presentation

Agreement No. A-8221

THIRD AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Third Amendment ("Third Amendment") to the master equipment lease/rental ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Third Amendment amends the Agreement entered into on June 16, 2020 by City and Amrep Manufacturing Company, LLC. The Agreement previously has been amended on December 21, 2021, by a Second Amendment, and on June 15, 2021, by a First Amendment.

WHEREAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

1. The lease/rental terms set forth in Exhibit "A" of the Agreement are hereby extended on a month to month basis for an additional twelve months for a maximum lease/rental term of thirty six (36) months.
2. The lease/rental terms set forth in Exhibit "B" of the Agreement are hereby extended on a month to month basis for an additional twelve months for a maximum lease/rental term of eighteen (18) months.

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

[Signatures on next page]

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ , Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

BIG TRUCK RENTAL, LLC

Scott Smith, Director of Municipal Sales Date

Eric Voss, Vice President, Sales Date

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MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Master Equipment Lease/Rental Agreement ("Agreement"), dated as of June 16, 2020, is entered into between City of Oxnard ("Customer"), with offices at 111 S. Del Norte Blvd. and Amrep Manufacturing Company, LLC ("Amrep"), with offices at 1555 S. Cucamonga Ave., Ontario, CA 91761.

1) **LEASE/RENTAL OF EQUIPMENT; TITLE.** Amrep agrees to lease/rent to Customer, and Customer agrees to lease/rent from Amrep, the equipment as described more fully in attached Schedule(s), as amended and/or supplemented from time to time, executed by Customer and Amrep and made part of this Agreement (individually, an "item of Equipment" and collectively the "Equipment"). Customer acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest under the terms and conditions of this Agreement. Amrep shall have the right to file UCC financing statements, including, without limitation, continuation statements, covering any item of Equipment and setting forth Amrep's interest therein.

2) **TERM OF AGREEMENT; DELIVERY OF EQUIPMENT.** The Agreement shall become effective with respect to each item of Equipment on the date such item of Equipment is delivered by Amrep to Customer, and shall continue for the term specified on the applicable attached Schedule(s) (each a "Term"), unless terminated earlier pursuant to the provisions hereof. Customer shall take delivery of each item of Equipment F.O.B. City of Oxnard Yard within ten (10) days of the last party to sign this Agreement.

3) **RENT.** Customer shall pay Amrep the sum of $7,400.00 per month per item of Equipment ("Rent") for the right to possess and use each item of Equipment during the Term. The first month's lease/rent payment for each item of Equipment on the attached Schedule(s) is due upon signing this Agreement. Subsequent lease/rent payments are due by the 5th of each subsequent month of the Term. Any other amounts hereunder are due within 10 days of the date of the related Amrep invoice.

4) **ACCEPTANCE AND INSPECTION**. By accepting delivery of any Equipment, Customer acknowledges and accepts the warranty and limitations set forth in Section 5 and Section 6, respectively, and further acknowledges and represents that Customer has inspected each piece of Equipment and concluded this it is in proper operating or serviceable condition and that it has been selected by Customer as adequate and sufficient for Customer's intended uses. Customer is responsible to provide all O.S.H.A., federal, state and local required safety equipment. Customer assumes all responsibility for the care and use of each item of Equipment and agrees to pay Amrep, in addition to the Rent and all other amounts required to be paid to Amrep hereunder, an amount equal to all damages to and losses with respect to any item of Equipment.

5) **LIMITED WARRANTY.** Amrep leases/rents each item of Equipment to Customer pursuant to the Amrep Limited Warranty (attached hereto as Schedule B and incorporated herein). The remedies set forth therein are Customer's sole and exclusive remedies and Amrep's entire liability for any breach of the limited warranties set forth herein.

6) **LIMITATION OF LIABILITY.** Amrep's liability whether in contract or otherwise, with respect to this Agreement and/or any item of Equipment shall in no event exceed the amount received by Amrep from Customer under this Agreement attributable to such item of Equipment. Amrep shall not be liable for, and Customer waives and releases Amrep for any direct, indirect, incidental or consequential damages or losses resulting from the operation or use of any item of Equipment,

COUNCIL APPROVED
06/16/2020 I-6
DATE

including, without limitation, damages for loss of business profits or business interruption, claims due to the non-performance of any item of Equipment, the inability of any item of Equipment to perform a task, repair time required for any item of Equipment and/or any other cause.

7) **AMREP'S REPRESENTATIONS and COVENANTS.** Provided Customer is not in default, Amrep shall not interfere with Customer's quiet enjoyment of the Equipment during the Term.

8) **CUSTOMER'S REPRESENTATIONS and COVENANTS.**

a) **Permits.** All Permits required for Customer to lease/rent and/or use the Equipment shall be obtained by Customer and shall be valid and in full force and effect. All fees and charges with respect to any permits required to lease/rent and/or use the Equipment shall be paid in full. No event has, or shall occur that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any such permit.
b) **Compliance with Laws.** Customer shall comply with all contractual obligations hereunder and applicable laws except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a material adverse effect.
c) **Liens.** Customer shall keep the Equipment free and clear of all Liens.
d) **Subleases.** Customer shall not allow, nor enter into any sublease of the Equipment.
e) **Taxes and Fees.** Customer acknowledges that the Rent payments are exclusive of any federal, state or local taxes and license and registration fees now in force or hereafter imposed, unless otherwise specified herein or on the attached Schedule(s). Customer shall pay all sales, use and other taxes and all fees and charges that are levied on any item of Equipment during the Term. Customer shall also pay all taxes (other than income taxes) that are charged to Amrep by reason of Amrep's interest in any item of Equipment. Further, Customer shall be responsible for other strictly usage-related fees, including but not limited to parking, storage, towing and tolls.
f) **Accident Reporting**. Customer shall notify Amrep within twenty-four (24) hours of any accident or occurrence involving any item of Equipment in which a person or property is, or is claimed to be, injured or damaged.

9) **CUSTOMER'S USE OF THE EQUIPMENT.**

a) **Customer's Possession.** Customer may not move the Equipment from California without Amrep's prior written consent.
b) **Personal Property.** The parties intend that the Equipment remains at all times personal property and not a fixture under applicable law. Customer shall not affix or attach any insignia or markings to, or paint over any areas of the Equipment, or attach the Equipment to real property or any improvements without the prior written approval of Amrep.
c) **Operation.** Customer shall operate the Equipment only for its intended purpose and exclusively in connection with Customer's business.
d) **Inspection.** Customer shall permit Amrep (through any of its officers, employees, or agents) on reasonable notice to inspect the Equipment during regular business hours, and in compliance with Customer's reasonable security procedures.

10) **MAINTENANCE AND USE.** Subject to reasonable and normal wear and tear, unless otherwise stated in the attached Schedule(s), Customer shall keep each item of Equipment in good operating condition and repair and shall pay the costs of all repairs to each item of Equipment. Customer shall notify Amrep of any repair or maintenance due on each item of Equipment and shall have such repairs or maintenance done at an Amrep approved and authorized provider. Customer shall provide and pay for all gas, oil, anti-freeze fluid, lubrication and routine servicing for each item of Equipment. All service and repairs shall be done when needed and in compliance with Law, but in

any event no less often than as set forth in the Amrep owner's manual for such item of Equipment (receipt of which owner's manual is hereby acknowledged by Customer). Tread depth measurements of the Equipment's tires shall be made and documented immediately prior to the delivery of the Equipment. All tire repair and servicing shall be the responsibility of the Customer, unless otherwise stated on the attached Schedule(s). Customer shall provide to Amrep a record of all the foregoing maintenance and repair.

Customer agrees not to cause or permit Customer's drivers, employees or agents to make any repairs or adjustments to any item of Equipment or to tamper with the governors on any item of Equipment. Customer shall further abide by Amrep's directions concerning any emergency repair services. Amrep shall not be responsible for any repair of or service to any item of Equipment by a third party unless expressly authorized in advance by Amrep. Customer shall not subject any item of Equipment to misuse, abuse, negligence or excessive use.

11) **LOSS.** While the Equipment is leased/rented hereunder, Customer shall bear all risk of loss, damage, destruction, theft, condemnation, injury, cost, expense, claim or liability to, of or from such Equipment from any cause whatsoever ("Loss"). Customer shall notify Amrep in writing within 24 hours of any such Loss.

12) **INSURANCE.** Customer shall obtain and maintain at its expense on an occurrence basis the following minimum insurance coverages: (i) worker's compensation insurance as required by applicable law; (ii) employer's liability insurance in the minimum amount of $1,000,000 per occurrence; (iii) commercial general liability insurance including products coverage, contractual liability in a minimum amount of $2,000,000 per occurrence; (iv) comprehensive automobile liability insurance applicable to all owned and non-owned vehicles brought on site in a minimum amount of $1,000,000 per occurrence; (v) excess of (ii), (iii) and (iv) above, liability insurance in the additional minimum amount of $5,000,000 per occurrence. Furthermore, Customer shall be responsible to provide "all risk" property damage insurance to cover direct physical loss, damage or destruction to the Equipment based on replacement value with Amrep named as "Loss Payee." The insurance coverage may be written with deductible amounts acceptable to the Amrep. Lessor, its parents, subsidiaries and affiliates, and each of their respective directors, officers, employees, representatives and agents, shall be named as additional insured by endorsement on (iii) and (iv) above, including excess liability, and shall provide a certificate of insurance evidencing these coverages upon Lessor's request.

13) **USE, LOCATION AND MARKING OF EQUIPMENT.** Customer shall have the sole use, control and responsibility for each item of Equipment until it is returned to Amrep. Customer hereby affirms that it is leasing/renting each item of Equipment for a business or commercial purpose and that no item of Equipment shall be used for personal, family or household uses. Customer shall obey all federal, state and local Laws and regulations in using each item of Equipment and shall only allow any item of Equipment to be used by competent and qualified personnel. Customer shall use each item of Equipment only in California unless Amrep gives Customer written permission to use it in another state. In no event shall Customer transport or use any item of Equipment outside California without obtaining the prior written consent of Amrep, which consent may be granted or withheld in Amrep's sole and absolute discretion. Customer shall not modify any item of Equipment, tamper with or disable the odometer, or place any sign or mark on any item or Equipment without Amrep's consent and Customer shall pay the costs of repair and/or removing the modification or sign or markings and all needed repairs that are caused by such removal.

14) **TITLE AND OWNERSHIP.** The Equipment shall at all times remain the property of Amrep and Customer shall have no right or property interest therein during the Term of this Agreement. Amrep shall have the right to display notice of its ownership of the Equipment by affixing an identifying plate, stencil or other indicia of ownership on any item of Equipment. Upon Amrep's request, Customer shall execute and pay all filing costs of UCC financing statements, including, without limitation, continuation statements, deemed appropriate by Amrep, covering any item of Equipment and setting forth Amrep's interest therein. Customer shall not pledge, encumber or permit any lien to attach to any item of Equipment.

15) **TERMINATION and DEFAULT.**

a) **Termination.** Except as otherwise set forth herein, this Agreement shall terminate with respect to each item of Equipment upon the occurrence of all of the following events with respect to each item of Equipment: (i) the end of the Term of this Agreement for such item of Equipment; (ii) the return of such item of Equipment to Amrep in the required conditions, and (iii) the payment by Customer of all amounts owed to Amrep under this Agreement. Notwithstanding the foregoing, Amrep may (x) immediately terminate this Agreement pursuant to Section 15(c) in the Event of Default and (y) terminate this Agreement upon giving 30 days' prior written notice to Customer, at Amrep's sole and absolute discretion.

b) **Events of Default.** Time is of the essence of this Agreement. Each of the following events is an "Event of Default" under this Agreement: (i) Customer fails to pay on or before the due date the full amount of Rent or any other payment due hereunder; (ii) if Customer violates, neglects, defaults, neglects or fails in the observance or performance of any other term, covenant or condition of this Agreement and fails to remedy such default within 5 business days after notice of such default by Amrep to Customer; or (iii) Amrep reasonably deems any item of Equipment to be in danger of misuse, confiscation, damage or destruction.

c) **Remedies.** If an Event of Default occurs and is continuing, Amrep may, in its sole discretion, exercise one or more of the following remedies, immediately and without legal proceedings or notice to Customer (and at Customer's expense) and without liability for any damages occasioned thereby (i) declare this Agreement in default; (ii) terminate this Agreement in whole or in part; (iii) take possession of, or render unusable, the Equipment wherever it may be located, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such action; (iv) require Customer to deliver the Equipment at a location designated by Amrep; (v) proceed by court action to recover all damages and expenses incurred by Amrep by reason of any Event of Default; or (vi) exercise any other right or remedy available to Amrep at law or in equity.

Customer herby expressly waives any rights it may have to possession of any item of Equipment after default and all claims it may have for damages or injuries suffered through or loss caused by any repossession, sale or other disposition of any item of Equipment hereunder. Nothing herein contained shall require Amrep to re-lease, re-rent, sell or otherwise dispose of any item of Equipment.

Amrep's shall have all of the rights and remedies permitted at law and equity, and such rights and remedies are cumulative any may be exercised concurrently and repeatedly and the exercise of one remedy shall not be deemed an election of remedies. No waiver of a default is a waiver of any other default or subsequent breach of this Agreement by Customer. In addition to all other charges provided under this Agreement, Customer agrees to pay all removal, freight, storage, labor and other charges and costs insured by Amrep as a result of Customer's breach of this Agreement.

16) **Hold Harmless, Defense and Indemnity.**

a) To the fullest extent permitted by law, Amrep shall immediately defend, indemnify, and hold harmless Customer, its legislative and advisory bodies, and the Customer's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Amrep's performance of this Agreement or Amrep'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. Amrep's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 16 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b) The duty to defend is a separate and distinct obligation from Amrep's duty to indemnify. Amrep shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the Customer Attorney immediately upon tender to Amrep 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 any of the Indemnitees shall not relieve Amrep from its separate and distinct obligation to defend the Indemnitees. 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 Amrep asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Amrep may submit a claim to Customer for reimbursement of reasonable attorneys' fees and defense costs.

c) The review, acceptance or approval of Amrep's work or work product by any of the Indemnitees shall not affect, relieve or reduce Amrep's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

d) Amrep warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the Customer has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Amrep shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that Customer's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Amrep shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the Customer is held to constitute an infringement and the use of any of the same is enjoined, Amrep, at its own expense, shall: secure for Customer the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Customer; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e) Amrep is and shall at all times remain, as to Customer, a wholly independent contractor. Neither Customer nor any of its employees or agents shall have control over the conduct of Amrep or any of its employees, except as stated in this Agreement. Amrep 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 Amrep, and it is free to dispose of all portions of its time which it is not obligated to devote to Customer in such a manner and to such persons, firms, or corporations as Amrep wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Amrep from rendering any services for Amrep's own account or to any other person or entity as Amrep in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Amrep shall perform for the Customer. Except as Customer's Project Manager specifies in writing, Amrep and its employees and agents have no authority, express or implied, to act on behalf of Customer in any capacity, to incur any debt, obligation or liability on behalf of Customer, bind Customer in any manner, or otherwise act on behalf of Customer as an agent. Amrep and its employees are not employees of Customer. Amrep and its employees are not entitled to receive from Customer any of the benefits or rights afforded employees of Customer, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Amrep 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 Customer. Amrep agrees to pay all required taxes on amounts paid to Amrep under this Agreement, and to indemnify and hold Customer harmless from any and all taxes, assessments, penalties, and interest asserted against Customer by reason of the independent contractor relationship created by this Agreement. Amrep shall be solely responsible for, and shall save Customer harmless from, all matters relating to the payment of Amrep'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. Customer shall have the right to offset against the amount of any compensation due to Amrep under this Agreement any amount due to Customer from Amrep as a result of its failure to promptly pay to Customer any reimbursement or indemnification arising under this Section.

f) Amrep 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 Amrep shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

17) **RETURN OF EQUIPMENT.**

a) **Obligation to Return Equipment.** Customer shall, at its expense, no later than the expiration of the Term or upon termination, whichever first occurs, return the Equipment to the Amrep at the address shown above or to such other place as Amrep may direct.

b) **Condition of Equipment Upon Return.** Customer shall cause the Equipment returned under this Agreement to (i) be free and clear of all liens (other than Amrep liens, if any) and rights of third parties; and (ii) be in the same condition as when delivered to Customer, ordinary wear and tear excepted. If, upon completion of the Term, Amrep determines that any item of Equipment has been subject to excess wear and tear, Customer will be responsible and liable for the cost to restore the item of Equipment to the required condition.

18) **MISCELLANEOUS.**

a) **Notices.** All formal notices required or permitted under this Agreement shall be in writing and either delivered in person or sent by recorded, certified, registered or recorded express mail service, return receipt requested, postage or courier fees prepaid, to the addresses of the Parties set forth above. Changes in the addresses to which such notices shall be delivered may be made by written notice given in accordance herewith. Routine communications related to this Agreement may be by letter, electronic mail, fax or telephone.

b) **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

e) **Amendment and Modification.** No amendment to or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each party to this Agreement.

f) **Waiver.** No provision of this Agreement shall be deemed waived without express written notice of waiver. Failure to demand strict performance in one instance shall not be deemed to waive either Party's right to insist on strict performance in any other instance.

g) **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

h) **Assignment.** Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Amrep, which consent Amrep shall not unreasonably withhold or delay. Any purported assignment in violation of this Section is null and void. No assignment relieves the assigning party of any of its obligations under this Agreement.

i) **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

j) **No Third-party Beneficiaries.** This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

k) **Governing Law.** Any disputes regarding this Agreement shall be determined in the Courts and governed by the laws of the state of California.

l) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

m) **Force Majeure.** Amrep shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

n) **Relationship of Parties.** Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Customer is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

o) **Attorney's Fees.** In the event Amrep engages an attorney to enforce any provision of this Agreement, Customer agrees to pay to Amrep upon demand an amount equal to Amrep's reasonable attorney's fees, costs and expenses.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their duly authorized respective officers.

CUSTOMER: City of Oxnard

By: Tim Flynn

Name: Tim Flynn
Title: Mayor
Date: 6/16/20

AMREP MANUFACTURING COMPANY, LLC

By: _____

Name: Eric L. Mattson
Title: President
Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

n) **Relationship of Parties.** Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Customer is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

o) **Attorney's Fees.** In the event Amrep engages an attorney to enforce any provision of this Agreement, Customer agrees to pay to Amrep upon demand an amount equal to Amrep's reasonable attorney's fees, costs and expenses.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their duly authorized respective officers.

CUSTOMER: _____

By: _____

Name: _____
Title: _____
Date: _____

AMREP MANUFACTURING COMPANY, LLC

By: _____

Name: Eric L. Mattson
Title: President
Date: 6/1/2020

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

SCHEDULE A

AMREP FRONT LOADER REFUSE TRUCKS

EQUIPMENT DESCRIPTION:

1. **EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
   EQUIPMENT VIN:
   EQUIPMENT REPLACEMENT VALUE:
   COMMENCEMENT DATE:
   LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

2. **EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
   EQUIPMENT VIN:
   EQUIPMENT REPLACEMENT VALUE:
   COMMENCEMENT DATE:
   LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

3. **EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
   EQUIPMENT VIN:
   EQUIPMENT REPLACEMENT VALUE:
   COMMENCEMENT DATE:
   LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

CONTINUE FOR ADDITIONAL EQUIPMENT

SCHEDULE B

LIMITED WARRANTY

AMREP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS

Amrep warrants only Products of its manufacture, sold by Amrep, or by an Amrep authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Amrep's obligations under this warranty are limited to the repair, replacement or credit, as hereinafter provided at its option, of such Product and/or parts and components thereof. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Amrep shall endeavor to provide such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Amrep makes no other warranty or other duty of its own on any Product, including those warranted by any such third party, and expressly disclaims and does not obligate itself to any warranty on any Product, unless it delivers to Customer a separate written certificate specifically warranting the Product. Customer must complete a Product Warranty Registration Form, where applicable (retaining a copy for Customer's records) and provide proof of purchase or ownership.

Specific warranty periods are listed herein. Repair or replacement does not extend the warranty beyond the original period and repaired or replaced parts are warranted for the balance of the original warranty period for the original part. Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these Amrep warranties thereto (Customers may also have other specific rights which vary from state to state).

Amrep does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Amrep does not warrant Product that has been altered, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Amrep products without Amrep authorization; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, damage from wildlife, loading or exceeding the manufacturer's rated or recommended capacity; damage from automated grasper; in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Amrep. This warranty does not apply to normal operating costs and adjustments, including but not limited to adjusting pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear. Amrep does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Amrep. Further, Amrep does not warrant any Products that have had serial numbers removed, altered or defaced. Amrep shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law. If Amrep, without separate compensation therefore, furnishes Customer, Customer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the furnishing of such advice or assistance will not subject Amrep to any liability whether in contract, tort (including negligence and strict liability) or otherwise. If any sample, model or demonstration was shown to or provided Customer, such sample, model or demonstration merely illustrates the general type and quality of Product and is not to be construed as a representation. If Amrep authorizes any labor costs associated herewith, such will be solely in accordance with Amrep established labor rates.

Authorization for repairs or related work on Products other than at a Amrep facility or authorized service center must be through prior written consent by Amrep; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Travel time approved in advance by Amrep for authorized service work is limited to two (2) hours maximum per service call.
As the exclusive remedy, provided such Product is manufactured by Amrep and deemed by Amrep to be defective, Amrep shall, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in our discretion); (ii) provide Customer with a credit on its account in an amount equal to the original purchase Price of the defective Product; and/or (iii) require that Customer tender any such claims to the third party manufacturer or supplier of the Product, as applicable, upon which Amrep may endeavor to assist Customer or Customer's customer in resolution. Amrep will accept warranty claims only from the Customer or in the event of Customer's resale, redistribution, installation or other similar action, unless otherwise noted, from Customer's customer, end user or third party that directly purchased the Product through a legitimate action. Amrep reserves the right to examine all Product to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Amrep Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains outstanding.
In any action brought against Amrep, regardless of the form or forum, Amrep shall not be liable to Customer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Amrep in favor of Customer, end user, customer or any third party exceed the amount paid to Amrep by Customer for the Product, to the extent allowed by law. Amrep shall not indemnify Customer, end user, customer or any third party from potential claims by or against a third-party manufacturer or supplier. Further, Amrep shall not indemnify Customer, Customer's customers, end users or any third party against any claims, including but not limited to product liability claims or workers compensation claims. The parties agree that the foregoing remedy is reasonable and does not cause the Amrep's Limited Warranty to fail of its essential purpose.
In the event of Customer's resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Amrep, Customer shall merely and solely pass the applicable Amrep limited warranties herein on to Customer's customer, end user or third party, as applicable, but make no warranty on its own binding Amrep, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of this disclaimer of any Amrep warranty, in writing or otherwise.

Customer and Customer's customers, end users or third parties assume all risk and liability for loss or damage resulting from the handling, use, storage, disposal or application of the Products delivered hereunder. Further, Customer and as applicable, Customer's customers, end users or third parties shall defend, indemnify and hold harmless Amrep (and Amrep's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, individually and collectively "Indemnified Parties") against any and all claims, demands, judgments, loss, injury, death, damage, liability, deficiency, actions, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Products purchased from Amrep and involving Customer's and/or Customer's customers', end users', or third parties' acts, omissions, negligence, misconduct; or relating to a breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Customer or Customer's personnel; or alleging or relating to any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Customer or its personnel and/or Customer's customers, end users, or third parties; or relating to a purchase of a Product by any person or entity purchasing directly or indirectly through Customer and not directly relating to a claim of Limited Warranty breach; or relating to any failure by Customer or its personnel and/or Customer's customers, end users, or third parties to comply with any applicable laws or regulations. The right of Indemnified Parties to be indemnified and held harmless under the foregoing shall not be exclusive but shall be in addition to any and all other rights and remedies to which Indemnified Parties may be entitled under this Agreement or otherwise.

Customer and/or Customer's customers, end users, or third parties agree to familiarize itself and keep informed (without reliance on Amrep) with regards to any hazards to persons and/or property involved in handling, use, storage, disposal or application of the Products. Customer and/or Customer's customers, end users, or third parties shall advise its employees, customers, independent contractors and others who handle, use, store, dispose or apply such Products of any such hazards. Customer and/or Customer's customers, end users, or third parties represent and warrant that the Products sold by Amrep will not be used in connection with any applications where failure or malfunction could create a situation in which personal injury or death is likely to, or could occur.

THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, AND AMREP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE MAY VOID WARRANTY.
DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE CUSTOMER OR CUSTOMER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE CUSTOMER IN CONNECTION THEREWITH; CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER THIS AGREEMENT, OR THE SUPPLYING OF PRODUCTS TO CUSTOMER OR ANY SERVICES PROVIDED TO CUSTOMER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF AMREP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
CUSTOMER'S AND/OR CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST AMREP SHALL BE THE REMEDY OF DEFECT IN PRODUCT DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN AMREP'S LIMITED WARRANTY SET FORTH HEREIN. AMREP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF CUSTOMER AND CUSTOMER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCT OR SERVICES OF AMREP, WHETHER BASED ON CONTRACT, MANUFACTURER, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL AMREP BE LIABLE TO CUSTOMER, CUSTOMER'S CUSTOMER, END USER OR THIRD PARTY, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF CUSTOMER AND CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER.

LIMITED WARRANTY PERIODS

The warranty period for all Amrep Manufacturing Company Products manufactured and provided by Amrep Manufacturing Company or an Amrep Manufacturing Company authorized dealer is for a period of one (1) year structural, parts and labor from the date of shipment from the Amrep Manufacturing Company designated shipping point, unless otherwise specifically indicated as follows:

- Aftermarket Parts – Six (6) months from the date of shipment from the Amrep shipping point
- Service – Six (6) months from the date of completion of service

AMREP inc.
1555 S. Cucamonga Ave, Ontario, CA 91761 Ph# (909) 923-0430 FAX (909) 923-2485
http://www.amepinc.com
Manufacturer of Quality Refuse Equipment

PROPOSAL

30732 Rental

FOR: City of Oxnard CA	**Contact:** Ignacio Carrillo	**Date:** 04/09/2020
111 South Del Norte Blvd.	**Phone:** 805-385-8220	**Salesman:** Rob Strange
Oxnard CA **ZIP** 93030	**Fax:** 805-487-3860	**Title:** National Sales
CUSTOMER: Oxnard City CA	**E-Mail:** ignacio.carrillo@oxnard.org	rstrange@amrepinc.com

DESCRIPTION OF RENTAL EQUIPMENT BODY & CHASSIS

BODY:21' HX450FL Body Style - 40 Cubic Yard Capacity
Body Material:

Hopper Lower - 4mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Body Lower - 4 mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Body Upper - 1/8" Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Full Packer Blade
Fixed Side Pocket Forks
Modular Electrical System With Packer Computer and Display
"Plug & Socket" Weather Resistant Harness System
LED Lighting Package With Mid Body Turn Signals
Inside & Outside Air Controls
Body Service Hoist
Broom & Shovel Mounted On Body Shell
20# Fire Extinguisher Mounted On Tandem Fender
Rear Strobe Mounted At Lower Door

CHASSIS :PETERBILT 520 -2020 dealer RUSH TX Stock Number 1049675 Front axle 20,000# Rear Axle 46,000# RT46-160
Paccar MX-11 Allison 4500 RDS Transmission
315/80R 22.5 20 Ply M870 x 10 each
ALCOA 89U637 22.5X9.00 x 10 each
MIRRORS SSTL EACH SIDE HTD & MTRZD P 7-
MIRROR BRKT; INCLUDES DUAL DOOR STOPS
(2)CONVEX 8" SS MIRROR, CNTR MTD UNDER
Radio Running lights Standard & Ecco back up alarm
AWTI TAILGATE CAMERA, 5 GALLON SPILL KIT
Steel Tool Box Peterson Strobe 6 light package

RENTAL AGREEMENT TERMS PER MONTH PRICING:

* RENTAL PERIOD 6 MONTHS (rental can be extended on a month to month basis)
* 5 EACH COMMERCIAL FRONT END LOADER
* DELEIVERY FROM ONTARIO CA TO OXNARD CA NO CHARGE
* CONDITION IS: NEW (no prior in service)
* 1st Month Rental Fee Due @ Signing & 5th day of each Subsequent Month
* All other Terms and Conditions please refer to Lease Agreement Enclosed

	PRICE	QTY	TOTAL
Unit Base Price	$7,400.00 per month per truck	7	$51,800.00 monthly

Out Of State Deliveries Must Be Performed By Common Carrier

MONTHLY SUB TOTAL	$51,800.00
TAXES TBD	$
	$0.00
Freight	No Charge
TOTAL	

Proposal Valid For 30 Days From Date For Acceptance And

F.O.B.: City of Oxnard
DELIVERY: 10 days Upon Receipt of Signed Contract

SIGNATURE: **DATE:**

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized.
ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the Renter and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation.

FRIST AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This First Amendment ("First Amendment") to the master equipment lease/rental agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2021 by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This First Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC (Amrep).

WHERAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

1. The lease/rental terms set forth in Exhibit "A" of the Agreement are hereby extended on a month to month basis for an additional twelve (12) months for a maximum lease/rental term of twenty four (24) months.

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

[Signatures on next page]

COUNCIL APPROVED
06-15-2021 I5
DATE

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

CITY OF OXNARD

6-15-21

☒ John C. Zaragoza, Mayor1 Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

6/15/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 3/24/21

Stephen M. Fischer, City Attorney (always required) Date

BIG TRUCK RENTAL, LLC

_____ _____
Scott Smith, Director of Municipal Sales Date

_____ _____
Eric Voss, Vice President, Sales Date

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1]	Date
☐ Alexander Nguyen, City Manager	
☐ Daniel Willhite, Purchasing Manager	
☐ _____, Buyer	

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs)	Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required)	Date

BIG TRUCK RENTAL, LLC

Scott Smith, Director of Municipal Sales	3/19/21 Date
Eric Voss, Vice President, Sales	3.23.21 Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

Agreement No. A-8221

SECOND AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Second Amendment ("Second Amendment") to the master equipment lease/rental ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of December, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Second Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC (Amrep). The Agreement previously has been amended on June 15, 2021, by a First Amendment.

WHEREAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

1. In Section 3 of the Agreement, the selected answer is hereby amended to state: "Customer shall pay BTR the sum of $7,400.00 per month per item of front loader Equipment and the sum of $8,750 per month per item of side loader Equipment ("Rent") for the right to possess and use each item of Equipment during the Term. The first month's lease/rent payment for each item of Equipment on the attached Schedule(s) is due upon signing this Agreement. Subsequent lease/rent payments are due by the 5th of each subsequent month of the Term. Any other amounts hereunder are due within 10 days of the date of the related BTR invoice."

2. The following is attached hereto and incorporated herein by this reference into the Agreement: Side Loader Refuse Trucks Exhibit - B

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

[Signatures on next page]

COUNCIL APPROVED
12-21-2021 J-12(1)
DATE

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

CITY OF OXNARD

12-21-21

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

R. Chaparro 12/21/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

11/8/21

Stephen M. Fischer, City Attorney (always required) Date

BIG TRUCK RENTAL, LLC

10/29/2021

Scott Smith, Director of Municipal Sales Date

11.1.21

Eric Voss, Vice President, Sales Date

[1]

Exhibit - B
Side Loader Refuse Trucks

BTR SUPPLEMENTAL AGREEMENT

BIG TRUCK RENTAL

Company Address	5001 W. Lemon St. Tampa, FL 33609	Created Date	10/19/2021
Prepared By	Scott Smith	Email	scotts@bigtruckrental.com
		Quote Number	00022589

CUSTOMER INFORMATION

Billing Customer	City of Oxnard	Rental Customer	City of Oxnard
Billing Contact	Jose Alvarez	Shipping Contact	Jose Alvarez
Billing Address	111 S Del Norte Blvd Oxnard CA 93030	Shipping Address	111 South Del Norte Boulevard Oxnard CA 93030 United States
Billing Email	jose.alvarez@oxnard.org	Shipping Email	jose.alvarez@oxnard.org
Billing Phone	805-814-2716	Shipping Phone	805-814-2716
Billing Mobile	8052072125	Shipping Mobile	8052072125

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis VIN	Product Family	License Plate	Miles	Hours
4020074	2021	Peterbilt	520	3BPDLK0X8MF109931	SIDE LOADER	MB68AC	25,472	1,635
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
4020023	2021	Peterbilt	520	3BPDLK0XXMF108313	SIDE LOADER	MB15AI	18,335	1,206

Pricing Details

Quantity	Sales Price	Total Product Price	Transportation Cost
4.00	$2,187.50	$8,750.00	$1,400.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$1,400.00

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	$70.000.00	Total Amount Due	$109,850.00
Total Security Deposit	$0.00		

BTR SUPPLEMENTAL AGREEMENT

Total Transportation Cost $39,850.00

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms

Pricing is for the monthly (4 week) rental rate of 8 automated side loaders and is based on OMNIA Partners national cooperative contract #2019000319

Transportation cost is a one-time fee and is based on location of trucks at time of rental. Currently, 2 trucks are available at our Las Vegas dealer location and quote has been adjusted accordingly. The other 6 trucks include estimated transport amounts - actual will be determined at time of rental

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

A-8221

Assignment and Assumption

This Assignment and Assumption of the Master Equipment Lease/Rental Agreement ("Assignment"), dated as of ~~September~~ October 20, 2020 (the "Effective Date"), is entered into among Amrep Manufacturing Company, LLC ("Amrep" or "Assignor") and Big Truck Rental, LLC ("BTR" or "Assignee") and the City of Oxnard ("Oxnard") (collectively, Assignor, Assignee and Oxnard are referred to as the "Parties").

WHEREAS, Oxnard and Assignor are parties to that certain Master Equipment Lease/Rental Agreement dated as of June 16, 2020 (the "Agreement"); and

WHEREAS, Assignor wishes to assign the Agreement to Assignee as of the Effective Date on the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used herein without definition shall have the definitions ascribed to them in the Agreement.

2. In accordance with Section 16.f. of the Agreement, Assignor hereby assigns the Agreement to Assignee, and Oxnard approves of such assignment. From and after the Effective Date, Assignee assumes all rights, duties and obligations of Assignor under the Agreement. Assignee agrees to be bound by and to perform the obligations under the Agreement. All references in the Agreement to Amrep shall be deemed to refer to Assignee.

3. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

4. Any notice to Assignee pursuant to Section 18.a of the Agreement shall be sent to at the following address:

Big Truck Rental
5001 W Lemon St.
Tampa, FL 33609
Attention: Zach Martin

5. Other than terms contained herein, the Agreement shall remain in full force and effect.

6. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. This Assignment may be executed in one or more counterparts by scanned or facsimile signature, all of which taken together shall be deemed to constitute one and the same instrument.

8. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law principles that may require the application of any other laws.

[*Signature Page Follows*]

WITNESS, the Parties have caused their authorized representatives to execute this Assignment as of the date first above written.

CITY OF OXNARD

By: _____ Date: 10/20/2020
Name: Dan Willhite
Title: Purchasing Manager

APPROVED AS TO FORM:

_____ 10/15/20
Stephen M. Fischer, City Attorney (always required) Date

AMREP MANUFACTURING COMPANY, LLC.[1]

By: _____ Date: 10/20/20
Name: Eric Mattson
Title: President

AMREP MANUFACTURING COMPANY, LLC.

By: _____ Date: 10/20/20
Name: Richard Soodak
Title: General Counsel

[1] City of Oxnard agreement signature policy – For any Limited Liability Company (LLC), the signatures of two (2) LLC managers are required. These managers must be in the capacity of LLC owner/manager or company director. The signatures of middle and lower management are invalid.

A-8221

BIG TRUCK RENTAL, LLC[2]

By: _____ Date: 10/20/2020

Name: Scott Smith
Title: Director of Municipal Sales

BIG TRUCK RENTAL, LLC

By: _____ Date: 10.20.2020

Name: Eric Voss
Title: Vice President, Sales

[2] Ibid.

THIRD AMENDMENT TO AGREEMENT A-8221 WITH BIG TRUCK RENTAL, LLC FOR RENTAL OF REFUSE COLLECTION TRUCKS

Public Works and Transportation Committee
May 24, 2022

Todd Vasquez-Housley
Environmental Resources Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Rental Agreement No. A-8221 with Big Truck Rental, LLC to increase the not to exceed amount from $1,707,200 to $3,168,800 and extend the term from June 30, 2022 to June 30, 2023 for the short term rental of 15 compressed natural gas (CNG) residential and commercial refuse collection vehicles.

Background

- June 30, 2020 - Council approved Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) for rental of seven CNG commercial refuse collection vehicles
- Purpose of short term rental of these vehicles was to ensure uninterrupted daily commercial collection to continue while City pursued comprehensive, lease-purchase of 26 new CNG vehicles for Environmental Resources (ER)
- October 20, 2020 - Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR)
- March 2, 2021 - Council approved the lease-purchase acquisition of 26 CNG collection vehicles from Velocity Truck Centers in Oxnard with an estimated delivery date of October 2021

Background

- June 15, 2021 - City Council approved the First Amendment to Rental Agreement A-8221 with BTR in the amount of $621,000 for a new total not to exceed $1,243,200 and to extend the term to June 30, 2022

- December 21, 2021 - City Council approved the Second Amendment to Rental Agreement with BTR in the amount of $474,000 for a new total not to exceed $1,707,200

- Second Amendment allowed for compliance with the State's residential food waste and organic waste collection mandate (SB 1383) that became effective on January 1, 2022

Discussion

- Effects of COVID pandemic has caused delays in national supply/transportation chain and access to labor, delayed the delivery date of the 26 new CNG vehicles beyond January 2022

- Estimated delivery for the remaining nine CNG of the 26 refuse collection vehicles is now June 2022

- Staff is requesting to extend the term for an additional 12 months through this Third Amendment to Agreement No. A-8221 with BTR

Discussion

- This Amendment allows for uninterrupted daily collection services to Oxnard businesses and residential customers as the City awaits the delivery of the remaining nine CNG refuse collection vehicles

- Due to delivery delays, aging fleet of refuse collection vehicles and route expansion; ER will continue to lease 15 CNG refuse collection vehicles

- This amendment allows the return of any rented CNG refuse collection vehicles during this agreement without any monetary penalty

- The leasing of CNG refuse collection vehicles will be monitored and evaluated throughout the course of this agreement

Financial Impact

- Monthly rental cost per commercial vehicle is $7,400
- Monthly rental cost per residential vehicle is $8,750
- Cost for this Amendment with BTR is $1,461,600 for a new total agreement value not to exceed $3,168,800
- Funding is included in the Proposed Budget for FY 2022-23 from the Environmental Resources Fund (631).

CITY OF OXNARD CALIFORNIA

QUESTIONS