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
December 12, 2023
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: 856 1253 7787
3. Passcode: 430118

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer 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. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

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 remotely 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 legislative body 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

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

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 presiding officer 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.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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 November 28, 2023, regular meeting as presented.
Contact: Dee Lai, (805) 385-8200

D. REPORTS

1. Public Works Department
SUBJECT: Agreement 32400249 with Amrep Manufacturing Company, LLC for Maintenance, Inspection and Repair of Amrep Refuse Collection Vehicles. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Amrep Manufacturing Company, LLC for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $750,000 for the maintenance, inspection and repair of the City's Amrep waste collection fleet on an on-call/as-needed basis.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/OZOYVZ9aJx0

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: The Selection of Option 2 for the Mandated California Air Resources Board Advanced Clean Fleets Regulations. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve "Option 2" as allowed under the Advanced Clean Fleets (ACF) Regulation which mandates local governments to undertake certain actions to implement Zero Emission Vehicles (ZEV) for their fleets beginning on January 1, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/k2avWsqpIsc
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: First Amendment to Trade Services Agreement A-8263 with UniFirst Corporation for Multi Divisional Uniform Rental, Purchase, and Laundry Services. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with UniFirst Corporation for uniform rental, purchase, and laundry services for multi-divisions; extending the term for nine months from January 31, 2024 to October 31, 2024 and increasing the contract total by $100,000 for a new contract total not to exceed $770,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/lhaP8hmGs2M
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: December 12, 2023

TO: Public Works and Transportation Committee

FROM: Dee Lai, Assistant City Clerk, (805) 385-8200, dee.lai@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the November 28, 2023, 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: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. 11 28 2023 PW Minutes

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
Regular Meeting
November 28, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Dee Lai, Assistant City Clerk called the roll and announced the posting of the agenda. Chair Perello, Member Valenzuela Zavala and Member Zaragoza were present in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comment was received from Austin Novstrup.

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the November 14, 2023, regular meeting as presented.

No public comments were received.

It was moved by Member Zaragoza, seconded by Member Valenzuela Zavala, to approve the Information/Consent item as presented. VOTE: Zaragoza and Perello voted in favor; the motion passed 2-0. Member Valenzuela Zavala abstained.

D. REPORTS

1. Public Works Department
   SUBJECT: Agreement 32400196 with South Coast, LLC dba South Coast Emergency Vehicle Service for Maintenance, Inspection and Repair of Pierce Fire Apparatuses for the City's Fire Department. (10 minutes)
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with South Coast, LLC dba South Coast Emergency Vehicle Service for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $900,000 for the maintenance, inspection and repair of the City's Fire Department Pierce fire apparatuses on an on-call/as needed basis.

Jose Arreola, Fleet Services Manager, and Michael Wolfe, Public Works Director, were available to answer the committee's questions. No public comments were received. Discussion ensued among the committee and staff.

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

2. Public Works Department

SUBJECT: Agreement 32400247 with Quest National Holdings dba Quest National Security for Security Guard Services at Various City Locations. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Quest National Holdings dba Quest National Security, for an initial term starting January 1, 2024, ending December 31, 2024, with the options to extend through December 31, 2028, and for a total contract not-to-exceed amount of $6,000,000 for security guard services at various City locations.

Eric Zetz, Environmental Resources Manager, and Michael Wolfe, Public Works Director, were available to answer the committee's questions. No public comments were received. Discussion ensued among the committee and staff.

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

3. Public Works Department
SUBJECT: Blanket Purchase Order with Flo-Systems Inc. for a Wastewater Effluent Pump and Right Angle Gear and Future Supplies. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Flo-Systems Inc. in the amount of $400,000 for the purchase of pumps, angle gears and supplies for the Wastewater Division through June 30, 2024.

Jan Hauser, Wastewater Division Manager, and Michael Wolfe, Public Works Director, were available to answer 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 Valenzuela Zavala, to approve the recommended action as presented. VOTE: Valenzuela Zavala, Zaragoza, and Perello voted in favor; the motion passed 3-0.

4. Public Works Department
SUBJECT: Agreement 32400250 with NBS Government Finance Group for Special District Administrative, Professional, and Technical Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the Agreement with NBS Government Finance Group for ongoing administrative, professional, and technical services for the Special Districts Division in the amount not to exceed $1,028,484 for the maximum five year term of the Agreement, with the initial agreement term of three years, ending December 31, 2027, after which the Agreement may be extended for two additional one-year terms with a fully extended final term ending on December 31, 2029.

Eric Storrie, Special Districts Manager, Steve Howlett, Assistant Public Works Director, and Michael Wolfe, Public Works Director, were available to answer the committee's questions. No public comments were received. Discussion ensued among the committee and staff.

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

E. ITEMS FOR FUTURE AGENDAS

Chair Perello requested an update on previous future agenda item requests.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:07 p.m

DEE LAI
Assistant City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: December 12, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32400249 with Amrep Manufacturing Company, LLC for Maintenance, Inspection and Repair of Amrep Refuse Collection Vehicles. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Amrep Manufacturing Company, LLC for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $750,000 for the maintenance, inspection and repair of the City's Amrep waste collection fleet on an on-call/as-needed basis.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/OZOYVZ9aJx0

BACKGROUND

The Fleet Services Division (Division) of the Public Works Department performs maintenance and repairs on the City's 55 Amrep waste collection fleet. Although the Division performs the majority of the maintenance on these vehicles, it requires a vendor to provide as-needed repairs and overflow maintenance to minimize downtime and keep the collection operations functioning at capacity.

The City's waste collection fleet is composed of approximately 85% Amrep refuse trucks. Amrep is the OEM manufacturer of various types of refuse bodies. They design and manufacture the majority of the component parts that are used throughout the manufacturing and assembly of the body. As the manufacturer, they are the sole source provider of OEM parts, service and support. They do not offer OEM parts for sale through any dealers in California; therefore, any major rebuilds or warranties must be performed by Amrep.

DISCUSSION

Amrep Manufacturing Company, LLC is the sole provider of maintenance and repairs of Amrep refuse trucks. City Purchasing Policy allows for the City to enter into agreements with vendors without competitive bidding when there is only a sole source available to provide the required products and/or services. Having access to the manufacturer's repair shop and OEM parts ensures maintenance can be performed in an efficient manner and warranty services can be obtained.

The Environmental Resources refuse collection operations are six days a week. These vehicles are extremely complex with several mechanical, electrical, and hydraulic systems. They are in use the entirety of the day

sustaining constant repetitive use of the collection mechanisms. In order to keep them in reliable condition, maintenance service must be completed as scheduled with minimal downtime. At times, Amrep will perform maintenance and repairs under the direction of the Division to keep these vehicles in service and operating efficiently. The Division has been using Amrep for over 20 years.

Amrep Manufacturing Company, LLC is located in Ontario, CA and meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes the vendor is capable of satisfactorily completing the services in this Agreement. Thus, staff recommends that the City Council award this Agreement to Amrep Manufacturing Company, LLC.

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 agreement with Amrep Manufacturing Company, LLC shall not exceed $750,000 through December 31, 2028, if extended. Funding will begin in Fiscal Year 2023-24 and there are sufficient funds in the Fleet Services Fund (741) in the City Council approved FY 2023-24 Operating Budget. Subsequent fiscal year funding will be requested in the annual budget process. The estimated spending plan per year is as follows:

Estimated Spending Plan for Amrep Manufacturing Company, LLC							
Account Number	**FY 2023-24 6 months**	**FY 2024-25 12 months**	**FY 2025-26 12 months**	**FY 2026-27 12 months**	**FY 2027-28 12 months**	**FY 2028-29 6 months**	**TOTAL**
7413750-55030	$25,000	$50,000	$50,000	$50,000	$50,000	$25,000	**$250,000**
7413750-52110	$50,000	$100,000	$100,000	$100,000	$100,000	$50,000	**$500,000**
TOTAL	**$75,000**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$75,000**	**$750,000**

Prepared by: Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement 32400249
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND
AMREP MANUFACTURING COMPANY, LLC

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Amrep Manufacturing Company, LLC ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for mechanical and electrical repairs. Body repair and painting to Amrep refuse bodies for warranty claims and/or repairs to City equipment fleet on an as needed basis.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Amrep Manufacturing Company, LLC ("SERVICE PROVIDER"), a LLC in the State of California, located at 1555 S. Cucamonga Ave. Ontario, California 91761

3. TERM OF AGREEMENT: From: January 3, 2024 To: December 31, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $750,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-V
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Jose Arreola
Title: Fleet Services Manager
Phone: 805-385-8011
Email: jose.arreola@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 2
Oxnard, California 93030

SERVICE PROVIDER Designated Representative:
Name: Kevin Pilon
Title: VP, Operations
Phone: 909-923-0430
Email:kpilon@wastequip.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: **pwinvoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER 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.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the

SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent

permitted by law, 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 SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save

CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED]

29. [RESERVED]

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER 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.

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD **AMREP MANUFACTURING COMPANY, LLC**

☑John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, [2]
Purchasing Manager

Eric Mattson, President Date

Zakary Thumbi, VP Finance[3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Amrep Manufacturing Company, LLC)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Jose Arreola / 805-385-8011 / jose.arreola@oxnard.org

SERVICE PROVIDER shall provide parts, mechanical and electrical repairs, body repair and painting, to Amrep Refuse bodies for warranty claims and/or repairs to the City of Oxnard equipment fleet on an as needed basis. The work shall be performed at the proposer's shop unless otherwise agreed to in writing by the City of Oxnard.

Mechanical Inspections, Maintenance and Repair:

SERVICE PROVIDER must be able to provide the appropriate staffing resources, tools, parts, materials, supplies, and diagnostic equipment to perform maintenance, repair, inspections, and other services as needed.

Maintenance:

Includes but is not limited to: fluid and filter replacements, and service to common mechanical and electrical systems. The activities are typically in accordance with the original equipment manufacturers recommended services.

Mechanical Repair: Includes but not limited to electrical systems, hydraulic system and includes replacement of defective or failed parts, and modifications to equipment.

Body Repair and Painting:

SERVICE PROVIDER shall provide body repair and painting services for the City's Amrep Refuse bodies, to include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, painting all or portions of equipment bodies, and other repair services. Bent parts are to be straightened and reinforced or replaced if necessary. In the event that vehicle decals are damaged, the proposer will install new decals to the repaired vehicle. Decal removal and installation are to be included in the repair estimate.

General Shop Requirements:

SERVICE PROVIDER shop will meet the following minimum requirements:

a) Be able to perform complete mechanical and body repairs, as well as paint equipment.
b) Maintain a paint booth that is in legal compliance with all applicable laws.
c) Maintain a secure storage area for all City of Oxnard owned vehicles.
d) Possess a MIG and TIG welder or other electric spot welding equipment for body welding including aluminum body repairs. The proposer shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The proposer is to replace, at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.

Estimate Process Requirements:

SERVICE PROVIDER will provide estimates for mechanical, body repair and painting on an as needed basis as requested by the City of Oxnard. Estimates will include:

a) Make, model and mileage of vehicle,

License plate number, VIN number and City of Oxnard unit number

b) Itemized list of description of work to be performed
c) Estimated number of labor hours of task
d) Itemized list of parts and paint materials costs
e) All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly
f) Total repair estimate is to include sales tax
g) Approximate schedule to complete the repairs after receiving a notice to proceed
h) If applicable, any recommendations for future repairs
i) All estimates shall be from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. Proposers shall provide the name and version of the guide or software used

Prior to any repair, the SERVICE PROVIDER and City of Oxnard Fleet Service Writer or Fleet Supervisor will review the estimate and confirm that the estimate includes an accurate description of the vehicle condition. All repair estimates must be approved by the City of Oxnard in writing in advance of work being performed. Repair work will not start until a notice to proceed is received. Vendor shall assume full liability and responsibility for all equipment and contents (including radios, aftermarket lighting and other standard or installed equipment) placed in its custody by the City of Oxnard under this contract.

Parts:

All parts used to provide repairs will be new or remanufactured Certified Original Equipment Manufacturer (OEM). Any and all incidental charges shall be included in the vendors hourly rate. Vendor shall furnish new unused O.E.M., remanufactured O.E.M., vehicle body parts, materials and labor as required in accordance with the provisions and

specifications contained herein. If OEM parts are not available or obsolete, notification to the City of Oxnard is required for approval.

Major Repairs:

If metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

Painting Process Requirements:

The paint process will consist of the following in the order listed, utilizing the latest state-of-the-art painting and paint matching systems, mixing tools, California compliant water based or solvent based paints and clear coats and spraying tools:

- Primer
- Base Coat
- Clear Coat

Warranty:

All parts and supplies provided shall be warranted for a minimum period of twelve (12) months or twelve thousand (12,000) miles, or for any manufacturer warranty period, whichever is greater. Warranted parts shall be replaced with new parts. All warranty information will be made available to the City of Oxnard. Unsatisfactory repairs include, but are not limited to, paint swirls, fish eye blemishes, mismatched paint color, buffer burns, as well as any other material defects and/or material imperfections in body work or paint finish.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Amrep Manufacturing Company, LLC)

SCHEDULE OF COMPENSATION

PARTS	LABOR
Parts will be charged at standard pricing	$155.00 per hour

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Amrep Manufacturing Company, LLC)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-V

INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS
(WHO REPAIR, INSTALL OR MAINTAIN VEHICLES AND EQUIPMENTS IN VENDORS/CONTRACTORS CARE, CUSTODY AND CONTROL)

City of Oxnard's Fleet Services Department cannot process any transactions until the following insurance documents have been submitted.

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability in an amount not less than $1,000,000 Occurrence/$2,000,000 Aggregate for bodily injury and property damage for each claimant for General Liability with coverage equivalent to Insurance Services Office Garage Insurance Coverage form. Contractor is required to provide Additional Insured Endorsement naming City of Oxnard as additional insured.

b. Business Automobile Liability Insurance in an amount of $1,000,000 combined single limit for bodily injury and property damage which may arise from or in connection with the performance of services hereunder by Vendor/Contractor, its agents, representatives, employees or subcontractors. Contractor is required to provide Additional Insured Endorsement naming City of Oxnard as additional insured.

c. When City vehicles are in the care, custody and control of the Contractor, Garagekeepers Legal Liability in an amount not less than $1,000,000 per claimant must be provided.

d. 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.

1. Contractor 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-T. 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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. Contractor 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. Contractor is responsible to provide immediate notification to Risk Manager in the event coverage is suspended, voided, canceled or reduced in coverage.

3. Contractor agrees that the Commercial General Liability Insurance and Garagekeepers Legal 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 Contractor; products and completed operations of

Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **Required forms for Commercial General Liability Insurance and Garagekeepers Legal Liability Endorsements are ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037, or equivalent.**

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

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

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

11/23

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

INS-V.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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	LIABILITY LIMITS IN THOUSANDS $ AGGREGATE
□ GENERAL		
□ PRODUCTS/COMPLETED OPERATIONS		
□ PERSONAL & ADVERTISING INJURY		
□ FIRE 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, 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 CG 0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Amrep Manufacturing Company, LLC)

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER 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, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, 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 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER 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.

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

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Amrep Manufacturing Company, LLC)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE

PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

Approve Agreement 32400249 with Amrep Manufacturing Company, LLC for Maintenance, Inspection and Repair of Amrep Refuse Collection Vehicles

Public Works and Transportation Committee
December 12, 2023

Jose Arreola
Fleet Services 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 an Agreement with Amrep Manufacturing Company, LLC for a one-year term with the option to extend for four consecutive on-year period for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $750,000 for the maintenance, inspection and repair of the City's Amrep waste collection fleet on an on-call/as-needed basis.

BACKGROUND

- The Fleet Services Division of the Public Works Department performs maintenance and repairs on the City's 55 Amrep waste collection fleet

- Although the Fleet Division performs the majority of the maintenance on these vehicles, Fleet Services requires a vendor to provide as-needed repairs and overflow maintenance to minimize downtime and keep the collection operations functioning at capacity

BACKGROUND

- The City's waste collection fleet is composed of approximately 85% Amrep refuse trucks

- Amrep is the OEM manufacturer of various types of refuse bodies

Side Loader

Front End Loader

Rolloff

BACKGROUND

- They design and manufacture the majority of the component parts that are used throughout the manufacturing and assembly of the body

Front Loader Control Box

Interior Cab Controls

Packer Controls

DISCUSSION

- As the manufacturer, they are the sole source provider of OEM parts, service and support
- They do not offer OEM parts for sale through any dealers in California
- Any major rebuild or warranties must be performed by Amrep
- Amrep Manufacturing Company, LLC is the sole provider of maintenance and repairs of Amrep refuse trucks

DISCUSSION

- City Purchasing Policy allow for the City to enter into agreements with vendors without competitive bidding when there is only a sole source available to provide the required products and/or services

- Having access to the manufacturer's repair shop and OEM parts ensures maintenance can be performed in an efficient manner and warranty services can be obtained

- The Environmental Resources refuse collection operations are six days a week

- These vehicles are extremely complex with several mechanical, electrical and hydraulic systems

Exterior Hydraulic Control Valve and Oil Cooler

Residential Refuse Container Grips

Hydraulic Hoses

DISCUSSION

- They are in use the entirely of the day sustaining constant repetitive use of the collection mechanisms

- In order to keep them in reliable condition, maintenance service must be completed as scheduled with minimal downtime

- At times, Amrep will perform maintenance and repairs under the direction of Fleet Services to keep these vehicles in service and operating efficiently

- Fleet Services has been using Amrep for over 20 years

DISCUSSION

- Amrep Manufacturing Company, LLC is located in Ontario, CA and meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State

FINANCIAL IMPACT

- The total cost for this agreement with Amrep Manufacturing Company, LLC shall not exceed $750,000 through December 31, 2028, if extended

- Funding will begin in Fiscal Year 2023-24 and there are sufficient funds in the Fleet Services Fund (741) in the City Council approved FY 2023-24 operating budget

- 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: December 12, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: The Selection of Option 2 for the Mandated California Air Resources Board Advanced Clean Fleets Regulations. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve "Option 2" as allowed under the Advanced Clean Fleets (ACF) Regulation which mandates local governments to undertake certain actions to implement Zero Emission Vehicles (ZEV) for their fleets beginning on January 1, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/k2avWsqpIsc

BACKGROUND

The City's on-road fleet is composed of approximately 260 medium duty trucks, service body trucks, dump trucks, refuse collection vehicles and other types. The California Air Resources Board (CARB) regulates emissions on these vehicles. On April 28, 2023 CARB adopted and mandated the Advanced Clean Fleet (ACF) regulation. The ACF regulation is the latest development in CARB's decades-long history of setting increasingly stringent emission standards for medium and heavy duty vehicles. The ACF regulation applies to vehicles with a gross vehicle weight rating greater than 8,500 lbs ("Target Vehicle") and mandates the implementation of zero emission Vehicles (ZEV), which are composed of Electric Vehicles (EV), Battery Electric Vehicle (BEV), or Hydrogen Fuel-Cell Electric Vehicle (FCEV). As an example, a Target Vehicle would be one that is similar in size/weight to a Ford F250 pick-up truck and larger.

Fleets can apply for a ZEV purchase exemption, subject to the approval of CARB, if the vehicle is not available for purchase in a ZEV configuration. CARB will list configurations that are not available in ZEV's and update the list periodically with expiration dates for the vehicle to be removed from the configuration list. The following vehicles, which are in the City's Fleet, are currently on the configuration list on a temporary basis and available for a CARB approved exemption: Bucket truck, boom truck, dump truck, flatbed truck, stake bed truck, front-loader refuse compactor truck, side-loader refuse compactor truck, rear-loader refuse compactor truck, refuse roll-off truck, service body truck, street sweeper, tank truck, water truck, crane truck, and vacuum truck. It should be noted that this list will be updated routinely by CARB once the industry produces ZEV's for these types of vehicles. Automatic exempt vehicles are those emergency response vehicles as specified in the California Vehicle Code 165, such as Target Vehicles like fire apparatus, mobile command post, and police armored rescue vehicles. The requirements and exemptions are not crystal clear and therefore staff will continue to work with CARB to understand if there are exemptions for a percentage of Water and Wastewater vehicles.

Advanced Clean Fleets Regulations compliance for local government fleets includes two qualifying options:

1. Option 1 (default option), beginning January 1, 2024, 50 percent of annual Target Vehicle purchases are to be ZEV's, and beginning January 1, 2027, that 100 percent of Target Vehicle purchases are to be ZEV's.
2. Option 2, local government fleets may choose ZEV Milestones Option. Fleets may elect to meet ZEV targets as a percentage of the total fleet starting with vehicle types that are most suitable for electrification. The schedule is laid out in Table 1. This option allows the addition of new internal combustion engines (ICE) vehicles model year 2024 or newer as long as the fleet is meeting the percent target rates listed below.

Table 1: ZEV Fleet Milestones by Milestone Group and Compliance Year

Percentage of vehicles that must be zero-emission	**10%**	**25%**	**50%**	**75%**	**100%**
Milestone Group 1: Box trucks, vans, buses with two axles, yard tractors, light-duty package delivery vehicles (the City has approximately 150 of these vehicles in the Fleet)	2025	2028	2031	2033	2035 and beyond
Milestone Group 2: Work trucks, day cab tractors, buses with three axles (the City has approximately 103 of these vehicles in the Fleet)	2027	2030	2033	2036	2039 and beyond
Milestone Group 3: Sleeper cab tractors and specialty vehicles (the City has approximately 7 of these vehicles in the Fleet)	2030	2033	2036	2039	2042 and beyond

CARB will monitor and enforce compliance. CARB's enforcement program is designed to deter noncompliance and to ensure regulated industries that have not met CARB's regulatory requirements are brought into compliance. There are three types of legal processes that CARB uses to resolve noncompliance violations: civil, administrative, and criminal. As part of the civil process, CARB can obtain a court order or injunction to stop ongoing violations. Administrative penalties can be up to $25,000 per day and cumulative up to $300,000 per violation. CARB may identify potential criminal violations. In those instances, the case may be referred to the Attorney General, a District Attorney, or other prosecutors for criminal prosecution.

DISCUSSION

ZEV Charging Stations

As of today, the City has one single-port shared-use City-owned electric vehicle charging station at the downtown parking structure. There are two other City-owned charging stations in the long-term parking lot at the Oxnard Transit Center. The location of these stations is not ideal for charging City-owned fleet vehicles. There are no other City-owned electric vehicle charging stations within the city. Staff is not aware of any

private company managed/owned hydrogen charging stations within the City. The City does not currently own/operate hydrogen charging stations. It should be noted that Gold Coast Transit is working on the installation of a hydrogen charging station at their facility in north Oxnard. Staff's current understanding is that this charging station is specific for the use of Gold Coast. Staff has initiated contact with Gold Coast about the use of their charging stations for City Vehicles. Staff will continue those conversations with the desire to have access to Gold Coast's charging stations.

SCE's Charge Ready Transport (CRT) Program

Recently, staff has been in communication with Southern California Edison (SCE) in regards to the SCE Charge Ready Transport program. SCE's Charge Ready Transport (CRT) Program offers low- to no-cost electrical system upgrades to support the installation of electric vehicle (EV) charging equipment for qualifying vehicles. This program provides a unique opportunity for fleet operators choosing to acquire electric vehicles by providing support and reducing the costs with installing the necessary charging equipment.

When a customer is approved to participate in the program, SCE will design, construct, and install the necessary infrastructure on both the utility-side and customer-side of the electric meter. If the customer prefers, they can perform the customer-side of the meter electrical work and may receive a rebate. Additional rebates are available to eligible companies within disadvantaged communities.

For the CRT Program, SCE will:

- Perform on-site visits to evaluate the site's electrical infrastructure needs.
- Develop utility-side and customer-side of the meter cost estimates.
- Design, secure permit, project manage and install the necessary infrastructure. Participants will have the option to instead perform the necessary work on their side of the meter and receive a make-ready rebate.
- Install a separate meter dedicated to the EV charging infrastructure and waive customer demand charges through 2024 with our commercial EV rates.
- Make final inspections once the charging equipment is installed.

Customer requirements for the SCE CRT Program, which would require an agreement between SCE and the City include:

- Lease or purchase at least two medium or heavy-duty battery powered EVs or convert at least two fossil-fuel vehicles to electric within 18 months of installation.
- Select, purchase and install SCE approved charging equipment in the quantity approved by SCE.
- Keep the charging equipment operational for at least ten years.
- Provide data related to charging equipment usage for a minimum of five years (on-road vehicles only).
- Grant easement to selected property in perpetuity may be required.
- No other SCE programs can be used in the selected property for 10 yrs (i.e rule 29)

In addition to the SCE program, Public Works staff has been seeking grants that can fund infrastructure and charging stations. Recently a DOE Funds/EECBG awarded $224,240 for the City and will be utilized towards EV infrastructure or charging stations for a Pacific Yard project. Public Works will continue to seek available grant funding.

Staff will continue to evaluate and pursue the SCE CRT Program and will bring back any necessary recommendations for the City Council's consideration (e.g. agreement).

Compliance with CARB ZEV

There are two options for Fleets to be in compliance with the State unfunded mandate for ZEV as noted in the Background section above. When taking into consideration the current exemption list and the existing and projected make-up of the City's fleet, the amount of ZEV that the City would have to purchase would be in smaller increments over a longer period of time when calculated using Option 2. This would allow the capital cost to be spread over multiple years (i.e. Option 2 2025 to 2042) instead of 2024 to 2027 per Option 1. Also, it would allow more time for the City to evaluate the different ZEV (e.g. electric and hydrogen) and provide some additional time for infrastructure updates (e.g. charging stations). As such, it is recommended that the City choose the ZEV Fleet Milestone option (Option 2). This will allow the City to continue to add ICE vehicles to our fleet and ZEV Target Vehicles in a less aggressive timeline than the default option.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

By selecting Option 2, the initial compliance dates are staggered and start at 10% compliance per milestone group; each group gives fleets approximately 10 years to reach the 100% compliance goal. This option is not as aggressive as Option 1 and will give fleets more time to comply. The costs for ZEVs are higher than ICE, and as such, Option 2 is anticipated to have less of an impact on future Fleet purchases. The budget for vehicle purchases will be requested in future fiscal years and brought to Council at that time.

Alternatively, by selecting Option 1, there would be an immediate impact as 50% of purchases are mandated to be ZEV's starting January 1, 2024 and ramp up to 100% on January 1, 2027. This option would not allow fleets to add ICE vehicles. In some cases ZEV's are up to 50% higher in up front cost when compared to ICE vehicles. Staff does not recommend this Option.

Prepared by: Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. ACF Final Regulation Order for State and Local Government Fleets
2. Presentation

Appendix A-1

Final Regulation Order

Advanced Clean Fleets Regulation

State and Local Government Agency Fleet Requirements

[Note: The entire text of sections 2013 through 2013.4 set forth below is new language in "normal type" proposed to be added to title 13, California Code of Regulations.]

Chapter 1 Motor Vehicle Pollution Control Devices

Section 2013.	State and Local Government Agency Fleet Applicability, Definitions, and General Requirements
Section 2013.1	State and Local Government Agency Fleet Exemptions
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Proposed Regulation Order

Title 13, California Code of Regulations

Adopt Chapter 1, Article 3.2, Section 2013 of title 13, California Code of Regulations, to read as follows:

Article 3.2. State and Local Government Agency Fleet Requirements

§ Section 2013. State and Local Government Fleet Applicability, Definitions, and General Requirements.

(a) Scope and Applicability

(1) Fleet Applicability. Except as provided in the exemptions specified in section 2013(c) and 2013(e), this article applies to any state or local government agency with jurisdiction in California that owns, leases, or operates one or more vehicles specified in section 2013(a)(2) in California as described in the vehicle scope specified in section 2013(a)(2) on or after January 1, 2024. This article does not apply to federal fleets subject to title 13, California Code of Regulations (CCR), section 2015.

(2) Vehicle Scope. Except as provided in the exemptions specified in section 2013(c), vehicles subject to this article are vehicles that have a gross vehicle weight rating (GVWR) greater than 8,500 lbs. that are operated in California.

(3) Hiring Entities. The requirements specified in section 2013(j) apply to any motor carrier, broker, governmental agency, person, or entity that hires and operates or hires and directs the operation of vehicles in California that are subject to this article.

(b) Definitions. For the purposes of this article, the following definitions apply:

"Authorized dealer" means an independent sales, service, or repair facility that is recognized by a motor vehicle manufacturer as a sales representative or is both authorized by a motor vehicle manufacturer to perform repairs on vehicles and is in fact capable of performing repairs needed to maintain vehicles to factory specifications, including performing warranty repair work.

"Backup vehicle" means a vehicle, excluding yard tractors, that is operated infrequently as specified in section 2013.1(a).

"Battery-electric vehicle" or "BEV" has the same definition as "Electric Vehicle" in Title 40, Code of Federal Regulations (CFR), section 1037.801, last amended by the United States Environmental Protection Agency (U.S. EPA) on June 17, 2013, incorporated by reference herein.

"Box truck" means a single-unit vehicle with a fully or partially enclosed space with a roof and at least three sides designed for transporting cargo or payload, excluding the driver and passengers. Examples include vehicles commonly referred to as step vans, refrigerated vans, dry vans, chipper trucks, and box reefer trucks.

"Broker" means any person who, as a principal or agent, sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation. A motor carrier, or person who is an employee or bona fide agent of a carrier, is not a broker when it arranges or offers to arrange the transportation of shipments which it is authorized to transport and which it has accepted and legally bound itself to transport.

"Bus" means any vehicle designed, used, or maintained for carrying more than ten persons, including the driver, and configured with seats for the primary purpose of transporting persons including the driver.

"California fleet" means the subset of vehicles in the total fleet operated in California by a fleet owner during a calendar year.

"CARB" means the California Air Resources Board.

"Configuration" means the primary intended function for which a complete vehicle is designed, or as determined by the body permanently attached to the chassis of an incomplete vehicle. Examples of configurations include bucket trucks, box trucks, concrete pump trucks, dump trucks, digger derricks, drill rigs, stake bed trucks, flatbed trucks, and tow trucks. The configuration does not include any auxiliary equipment or secondary uses of equipment added to or carried on the vehicle body. Examples of truck-mounted equipment include welding equipment, lift gates, portable tanks, generators, storage cabinets, and winches.

"Declared emergency event" means the time period of an emergency event declared or duly proclaimed by a local governing body, state Governor, or the President of the United States during any of the conditions or degrees of emergency described in California Government Code, section 8558.

"Dedicated snow removal vehicle" means a vehicle that has permanently affixed snow removal equipment such as a snow blower or auger and is operated exclusively to remove snow from public roads, private roads, or other paths to allow on-road vehicle access.

"Designated low population counties" means the counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba.

"Dispatch" means to provide direction or instruction for routing a vehicle, whether owned or under contract, to specified destinations for specific purposes, including delivering cargo, passengers, property or goods, or providing a service.

"Emergency operation" means operation of an emergency support vehicle to help alleviate an immediate threat to public health or safety in response to a declared emergency event. Emergency operation includes emergency support vehicle travel to and from a declared emergency event when dispatched by a local, state, federal, or other responsible emergency management agency. Routine operation to prevent public health risks does not constitute emergency operation.

"Emergency support vehicle" means a vehicle other than an authorized emergency vehicle as defined in California Vehicle Code (CVC) section 165 that has been dispatched by a local, state, federal, or other responsible emergency management agency that is used to provide transport services or supplies in connection with an emergency operation.

"Energy storage system" means a system that is designed to store energy on a ZEV or NZEV, such as the battery pack or hydrogen storage tank.

"Executive Officer" means the Executive Officer of the California Air Resources Board or their delegated representative.

"Federal fleet" means vehicles owned by a department, agency, or instrumentality of the federal government of the United States of America and its departments, divisions, public corporations, or public agencies that operate in California. With respect to the Department of Defense and its service branches, federal fleets may be managed regionally, locally, or a combination of regional and local management.

There may be multiple federal fleets within a branch of military service or an installation.

"Fleet" or "total fleet" means one or more vehicles owned by a fleet owner. It also includes rental or leased vehicles that are considered owned by the "fleet owner" as defined in section 2013(b).

"Fleet owner" means the person or entity who owns the vehicles comprising the fleet. The owner shall be presumed to be either the person or entity registered with the California Department of Motor Vehicles (DMV) as the owner or lessee of a vehicle, or its equivalent in another state, province, or country; vehicle ownership is based on the vehicle registration document or the vehicle title, except as specified below:

(A) For vehicles that are rented or leased from a business that is regularly engaged in the trade or business of renting or leasing motor vehicles without drivers, including truck leases that are part of a bundled service agreement, the owner shall be presumed to be the rental or leasing entity for purposes of compliance, unless the rental or lease agreement for the vehicle is for a period of one year or longer and the terms of the rental or lease agreement identifies the renting operator or lessee of the vehicle as the party responsible for compliance with state laws.

(B) A financing company or a person who only provides financing to a third party in the form of "finance leases," as defined in California Uniform Commercial Code section 10103(a)(7), is not considered to own the vehicles that are financed. Similarly, a financing company or a person who only provides financing to a third party for converting a vehicle to a ZEV is not considered to be the owner of the vehicle.

"Gross vehicle weight rating" or "GVWR" means the same as CVC section 350, as indicated by the characters in the four through eight positions in a standard 17-character Vehicle Identification Number (VIN).

"Historical vehicle" means a vehicle that meets the qualifications for a historical vehicle and has been issued a historical vehicle license plate pursuant to CVC section 5004 and is operated or moved over the highway primarily for the purpose of historical exhibition or other historic vehicle club activities.

“Hubodometer” means a non-resettable device mounted on the axle of a vehicle that measures distance traveled that has a serial number and a lock-out feature that permanently prevents tampering.

“Hydrogen fuel-cell electric vehicle” or “FCEV” means a vehicle with an electric motor where energy for the motor is supplied by an electrochemical cell that produces electricity via the non-combustion reaction of hydrogen.

"Intermittent snow removal vehicle” means a vehicle that is equipped with a snow plow or snow blower mounting attachment and a control system for the plow or blower.

“Internal combustion engine vehicle” or “ICE vehicle” means a vehicle with a powertrain that includes an internal combustion engine that is powered by gasoline, diesel, natural gas, propane, or other fuel where the sole source of power is from the combustion of the on-board fuel to provide motive power.

“Lessee” has the same meaning as defined in CVC section 371.

“Manufacturer” means any entity or person who manufactures or assembles new yard tractors or on-road motor vehicles, or imports such yard tractors or on-road motor vehicles for resale, or who acts for and is under the control of any such person in connection with the distribution of yard tractors or new motor vehicles, but shall not include any dealer with respect to yard tractors or new motor vehicles received in commerce. In general, the term “manufacturer” includes any entity or person who manufactures or assembles an on-road vehicle, a yard tractor, a cab and chassis, or other incomplete on-road vehicle for sale in California, or otherwise introduces a yard tractor or new on-road motor vehicle into commerce in California. “Manufacturer” also includes any intermediate- or final-stage manufacturer who completes vehicle assembly prior to first purchase of the vehicle other than for resale. “Manufacturer” does not include entities or persons who supply parts to the importer or vehicle manufacturer of record.

“Mobile ZEV fueling provider” means an entity that provides the service of, or is engaged in the sale, rental, or lease of equipment for the purpose of, delivering hydrogen fuel or electricity directly from a mobile vehicle or portable equipment into another vehicle’s fuel tank or battery for other than the dispenser’s own consumption.

"Model year" means the production period as assigned by the manufacturer when certifying an engine or vehicle for sale, pursuant to title 17, CCR, section 95662(a)(16).

"Motor carrier" means the same as defined in CVC section 408.

"Motor vehicle" means the same as defined in CVC section 415.

"Near-zero-emissions vehicle" or "NZEV" means a vehicle as defined in title 13, CCR, section 1963(c)(16) that is capable of operating like a ZEV using electricity stored on-board the vehicle for a minimum number of miles, or "all-electric range", as specified and tested in accordance with section 1037.150p(2)(ii) of "California Greenhouse Gas Exhaust Emission Standards and Test Procedures for 2014 and Subsequent Model Heavy-Duty Vehicles," as last amended September 9, 2021, which is incorporated by reference herein.

"New vehicle" means a motor vehicle, the equitable or legal title to which has never been transferred to an ultimate purchaser.

"Notice to proceed" means a written direction to a vehicle manufacturer or entity that converts vehicles to ZEVs to commence production or conversion of a vehicle as provided in a contract.

"Pickup truck" means a vehicle originally manufactured as a complete vehicle with an open box-type bed that meets the definition set forth in CVC section 471. A "pickup truck" with a removable bed cover or camper shell installed is considered a "pickup truck" for the purpose of this article.

"Rated energy capacity" means the amount of electrical energy, in watt-hours (Wh), that can be extracted from a fully charged energy storage system, based on or derived from the results of testing or analysis procedures specified in section D., "California Standards and Test Procedures for New 2021 and Subsequent Model Heavy-Duty Zero-Emission Powertrains," adopted June 27, 2019, which is incorporated by reference herein. The rated energy capacity includes the electrical energy of the battery pack that is not accessible due to a manufacturer-programmed decrease in energy capacity for battery pack protection.

"Removed from the California fleet" means a fleet owner no longer operates a vehicle in California on or after the date the vehicle meets one of the following conditions:

(A) Is destroyed or scrapped; or

(B) Is sold out of the fleet or transferred out-of-state.

"Responsible official" means either a principal executive officer, ranking elected official, or delegated representative of the State or local government agency.

"SAE J1667" means SAE Recommended Practice SAE J1667 "Society of Automotive Engineers (SAE) J1667 Recommended Practice Snap Acceleration Smoke Test Procedure for Heavy-Duty Powered Vehicles," as issued February 1996, which is incorporated herein by reference.

"Smoke opacity test" means a test of a vehicle's emissions for smoke opacity level conducted using the procedures specified in "Society of Automotive Engineers (SAE) J1667 Recommended Practice Snap Acceleration Smoke Test Procedure for Heavy-Duty Powered Vehicles".

"Standard rounding convention" means if the calculated value is not equal to a whole number, the value shall round up to the nearest whole number when the fractional part is equal to or greater than 0.5, and round down to the nearest whole number if the fractional part is less than 0.5.

"State or local government agency" means a city, county, public utility, special district, local agency or district, and any department, division, public corporation, or public agency of the State of California.

"Tractor" means an on-road vehicle meeting one of the following:

(A) The definition of "tractor" in title 17, CCR, section 95662(a)(23); or

(B) The definition of "vocational tractor" in title 17, CCR, section 95662(a)(27).

"Two-engine vehicle" means a specially constructed on-road mobile vehicle that was designed by the original equipment manufacturer to be equipped with two engines: one engine provides the primary source of motive power of the vehicle while the other engine is an auxiliary engine with 50 brake horsepower or greater that is permanently attached and integrated into the original design of the vehicle to perform a specific function, which may include providing auxiliary power to attachments, performing special job functions, or providing additional motive power. If

a vehicle was originally designed with the capability to have an auxiliary engine installed, but the auxiliary engine was installed by a person or entity other than the original equipment manufacturer, the vehicle still qualifies as a two-engine vehicle. Two-engine street sweepers are not included in this definition.

"Van" means a single unit vehicle configured with seats to transport passengers or with an enclosed space for the primary purpose of transporting cargo and equipment.

"Vehicle" means either a device as defined in CVC section 670, or is a yard tractor that is not intended for use on highways.

"Vehicle awaiting sale" means a vehicle in the possession of a dealer, financing company, a private party, or other entity that does not intend to operate the vehicle in California or offer the vehicle for hire for operation in California, and it is operated only to demonstrate functionality to potential buyers, to move short distances to make repairs, or for maintenance or storage. It also includes new vehicles when driven to be delivered to the fleet owner.

"Vehicle Identification Number" or "VIN" means an alphanumeric code that has been permanently assigned by the manufacturer to a vehicle.

"Vehicle purchase" or "purchase" means an action wherein a fleet owner has placed an order to acquire the legal or equitable title to a vehicle or to convert a vehicle to a ZEV; or entered into a lease agreement with a contract term of one year or more. The action taken must be for immediate delivery or installation and the purchaser must have already paid for or entered into a binding agreement with an authorized dealer, entity who converts vehicles to ZEVs, third party, or manufacturer to pay for the vehicle or conversion. A vehicle purchase does not include renewing a lease agreement for a vehicle already in the California fleet. A vehicle purchase includes when the fleet owner has executed any one of the following:

(A) Identified, committed, and encumbered funds and executed a written notice to proceed to a manufacturer, authorized dealer, or entity who converts vehicles to ZEVs to begin production of the vehicle either:

1. Under a previously entered purchase contract; or

2. To execute a contract option.

(B) A written purchase agreement between a fleet owner and the manufacturer, authorized dealer, or entity who converts vehicles to ZEVs that specifies the date when the work to manufacture or convert the vehicle is to proceed;

(C) A written purchase agreement between a fleet owner and another party for the purchase and immediate delivery of a used vehicle; or

(D) A signed, written lease agreement between a fleet owner and the manufacturer or authorized dealer for a new vehicle to be placed in service in the California fleet for a contract term of one year or more.

"Weight class" means the category of a vehicle's GVWR as specified below:

(A) "Light-duty" means a vehicle with a GVWR less than or equal to 8,500 lbs.

(B) "Class 2b" means a vehicle with a GVWR greater than 8,500 lbs. and less than or equal to 10,000 lbs.

(C) "Class 3" means a vehicle with a GVWR greater than 10,000 lbs. and less than or equal to 14,000 lbs.

(D) "Class 4" means a vehicle with a GVWR greater than 14,000 lbs. and less than or equal to 16,000 lbs.

(E) "Class 5" means a vehicle with a GVWR greater than 16,000 lbs. and less than or equal to 19,500 lbs.

(F) "Class 6" means a vehicle with a GVWR greater than 19,500 lbs. and less than or equal to 26,000 lbs.

(G) "Class 7" means a vehicle with a GVWR greater than 26,000 lbs. and less than or equal to 33,000 lbs.

(H) "Class 8" means a vehicle with a GVWR greater than 33,000 lbs.

"Yard tractor" means a vehicle that has a movable fifth wheel that can be elevated and is used in moving and spotting trailers and containers at a location or facility. Yard tractors are also commonly known as yard goats, hostlers, yard dogs, trailer spotters, or jockeys.

"Zero-emissions powertrain" has the same definition as title 13, CCR, section 1956.8(j)(27).

"Zero-emissions vehicle" or "ZEV" means a vehicle with a zero-emissions powertrain that produces zero exhaust emission of any criteria pollutant (or precursor pollutant) or greenhouse gas under any possible operational modes or conditions.

"ZEV fueling infrastructure" means a fueling system that provides the appropriate fuel type to power a ZEV (e.g., electric charging infrastructure or cryogenic fueling tank and dispenser).

(c) Exemptions. The following vehicles are exempt from the requirements specified in sections 2013 through 2013.4:

(1) School buses as defined in CVC section 545(a);

(2) Military tactical vehicles as described in title 13, CCR, section 1905;

(3) Vehicles awaiting sale;

(4) Emergency vehicles as defined in CVC section 165;

(5) Historical vehicles;

(6) Dedicated snow removal vehicles;

(7) Two-engine vehicles;

(8) Heavy cranes as defined in title 13, CCR, section 2021(b)(16);

(9) Transit vehicles subject to the Innovative Clean Transit regulations commencing with title 13, CCR, section 2023; and

(10) Vehicles that are subject to the Zero-Emission Airport Shuttle regulations of title 17, CCR, sections 95690.1, 95690.2, 95690.3, 95690.4, 95690.5, 95690.6, 95690.7, and 95690.8.

(d) General Requirements. Beginning January 1, 2024, fleet owners must comply with the schedules specified in subsections (1) or (2) below. The fleet owner may alternately elect to comply with the ZEV Milestones Option commencing with title 13, CCR, section 2015.2 as described in section 2013(e). Renewing a vehicle lease for a vehicle that is already in the California fleet shall not be considered as a vehicle purchase for the California fleet.

(1) Except as specified in section 2013(d)(2), fleet owners must purchase ZEVs, or NZEVs as specified in section 2013(f), for their California fleet in accordance with the following schedule:

(A) Starting January 1, 2024, 50 percent of the total number of vehicle purchases for the California fleet in each calendar year must be ZEVs; and

(B) Starting January 1, 2027, 100 percent of the total number of vehicle purchases for the California fleet in each calendar year must be ZEVs.

(2) A State or local government agency that meets any one of the following criteria must meet the requirements specified in section 2013(d)(1)(B) and are not subject to the requirements specified in section 2013(d)(1)(A): its jurisdiction is solely in a designated low population county; it owns, leases, or operates ten or fewer vehicles in the California fleet, as specified in section 2013(k); or its jurisdiction or service area is split between a designated low population county and a non-designated county and at least 90 percent of the service area in square miles is in the designated low population county.

(e) ZEV Milestones Option Flexibility. Until January 1, 2030, in lieu of complying with the requirements of sections 2013, 2013.1, 2013.2, 2013.3, and 2013.4, fleet owners may instead elect to permanently comply with the ZEV Milestones Option of title 13, CCR, section 2015.2. If choosing to use this option, fleet owners must comply with all of the requirements otherwise applicable to federal government fleets specified in title 13, CCR, sections 2015, 2015.2, 2015.3, 2015.4, 2015.5, and 2015.6. The fleet owner must also report their intention to use this option as specified in section 2013.2(c)(1)(I). After electing to use this option, fleet owners are no longer subject to and may not switch back to the State or local government fleet requirements specified in sections 2013, 2013.1, 2013.2, 2013.3, and 2013.4.

(f) NZEV Flexibility. 2035 and earlier model year NZEVs are counted the same as ZEVs for purposes of determining compliance with this article, except as specified in sections 2013.1(b) and 2013.1(d).

(g) Rounding. If the calculated required minimum number of ZEV purchases as set forth in section 2013(d) does not result in a whole number, then fleet owners must use the "standard rounding convention" as defined in section 2013(b).

(h) ZEV Accounting. Each ZEV may be counted only once as long as the vehicle remains in the fleet to count towards compliance with the ZEV purchase requirement for a given calendar year.

(i) Early ZEV Purchases. ZEV purchases for the California fleet made before the deadlines or in excess of the amounts required in section 2013(d) count towards future ZEV purchase requirements as long as the ZEV is still active in the fleet. Each early or excess ZEV purchase counts toward a future requirement only once per the accounting requirements in section 2013(h).

(j) Requirement to Hire Compliant Fleets. Any hiring entity that is subject to this section as specified in section 2013(a)(3) must:

(1) Verification of Compliance. For each calendar year, verify that each fleet it hires or dispatches to operate in California is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet. Alternatively, for each calendar year that an entity hires a fleet to operate in California that is not listed on the CARB Advanced Clean Fleets webpage as a compliant fleet, it must obtain a signed statement from the fleet owner stating their fleet is not subject to the High Priority and Federal Fleets regulations in title 13, CCR, sections 2015 through 2015.6 and the State and Local Government Fleets regulations in title 13, CCR, sections 2013 through 2013.4.

(2) Disclosure of Regulation Applicability. Provide the following disclosure in writing to the hired fleet either in the hiring contract or agreement or as an addendum to the hiring contract or agreement: "Vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets."

(3) Comply with the recordkeeping requirements specified in section 2013.3(g).

(k) Joint Compliance Option. Individual departments, divisions, districts, subsidiaries, or agencies under the same state or local government agency's jurisdiction have the option to comply jointly instead of complying independently if the combined California fleet meets the requirements of this article. The California Department of General Services may comply jointly for all

State agency fleets under its jurisdiction and must exclude vehicles in subdivisions that opt to comply separately. If such departments, divisions, districts, subsidiaries, or agencies elect to utilize this compliance option and then subsequently do not fully comply with the applicable requirements of section 2013(d), each of the participating entities must then demonstrate compliance with the requirements of section 2013(d) on an individual basis. Fleet owners choosing to use this option must meet the reporting requirement specified in section 2013.2(d). Fleet owners may comply jointly even if one or more individual subdivisions opt into the ZEV Milestones Option as specified in section 2013(e).

(l) Order Cancellations. If a fleet owner cancels a notice to proceed, a purchase agreement, or a leasing contract for a ZEV at any time before the vehicle is delivered, the purchase will not count towards required ZEV purchases for the California fleet. If a vehicle manufacturer cancels a purchase agreement for ZEVs at any time before the vehicle is delivered for reasons beyond the control of the fleet owner, the fleet owner must secure another purchase agreement for ZEVs no later than one year after the cancellation. Fleet owners must submit a copy of the manufacturer cancellation notice within 30 calendar days of the cancellation and must submit the new ZEV purchase agreement within 30 calendar days of placing the order to TRUCRS@arb.ca.gov to maintain compliance. In the event there is no available ZEV of the needed configuration to purchase, the fleet owner may request the ZEV Purchase Exemption specified in section 2013.1(d).

(m) Compliance Date. Beginning January 1, 2024, annual compliance with the ZEV purchase requirements is determined on January 1 of each calendar year.

(n) Exemptions and Extensions. Fleet owners complying with section 2013(d) may utilize the following exemptions and extensions if the specified criteria are met:

(1) Backup Vehicle Exemption. Fleet owners may purchase a new or used ICE vehicle and exclude it from the ZEV purchase requirement specified in section 2013(d) if the vehicle is designated as a backup vehicle as specified in section 2013.1(a).

(2) Daily Usage Exemption. Fleet owners may request an exemption from the ZEV purchase requirements of section 2013(d) to purchase a new ICE vehicle. Fleet owners must request and obtain this exemption pursuant to the criteria specified in section 2013.1(b) no earlier than when the model year of the ICE vehicle being replaced reaches 13 years old.

(3) ZEV Infrastructure Delay Extension. Fleet owners may request a temporary extension to count an ICE vehicle being replaced as a ZEV purchase when determining compliance with the ZEV purchase requirements of section 2013(d). The fleet owner must request and obtain the extension pursuant to the criteria specified in section 2013.1(c) no earlier than when the model year of the ICE vehicle being replaced reaches 13 years old.

(4) ZEV Purchase Exemption. Fleet owners must use the exemption in section 2013.1(d)(1) or request the exemption in section 2013.1(d)(2) no earlier than when the model year of the ICE vehicle being replaced reaches 13 years old.

(A) ZEV Purchase Exemption List. Fleet owners shall receive an exemption from the ZEV purchase requirements specified in section 2013(d) to purchase a new ICE vehicle pursuant to the criteria specified in section 2013.1(d)(1).

(B) ZEV Purchase Exemption Application. Fleet owners may request and obtain an exemption from the ZEV purchase requirements specified in section 2013(d), pursuant to the criteria specified in section 2013.1(d)(2), to purchase a new ICE vehicle.

(5) Mutual Aid Assistance. Fleet owners may request an exemption from the ZEV purchase requirements specified in section 2013(d) to purchase new ICE vehicles. Fleet owners must request and obtain this exemption pursuant to the criteria specified in section 2013.1(e). ICE vehicles purchased pursuant to a granted exemption may operate as part of the regular California fleet and are not restricted solely to mutual aid functions.

(6) Intermittent Snow Removal Vehicles. Fleet owners shall receive an exemption from the ZEV purchase requirements specified in section 2013(d) until January 1, 2030, for intermittent snow removal vehicles. Fleet owners may request the Executive Officer designate vehicles added to the California fleet prior to January 1, 2030, as intermittent snow removal vehicles pursuant to the criteria in section 2013.2(k).

(7) Non-repairable Vehicles. Fleet owners that need to temporarily replace a vehicle due to an accident or other onetime event due to circumstances beyond the fleet owner's control, such as fire or catastrophic failure, that damages both the engine and vehicle such that the vehicle is not repairable may request and obtain an exemption from the ZEV purchase requirements specified in section 2013(d). If approved, they may purchase a used ICE vehicle of the same configuration and with an engine with the same or newer model year as the non-repairable vehicle no later than 180 calendar days from the date the vehicle became non-repairable. Fleet owners must report the replacement vehicle within 30 calendar days of adding it to the California fleet as specified in section 2013.2 and keep records for both vehicles as specified in section 2013.3(k). To apply, fleet owners must submit the following information and documentation to TRUCRS@arb.ca.gov prior to adding the used vehicle to the California fleet:

(A) A copy of a police report, statement from the insurance company, or signed attestation from a fleet owner's governing board indicating the vehicle is non-repairable;

(B) The VIN of the non-repairable vehicle;

(C) The following clear and legible digital photographs of the replacement used vehicle:

1. VIN/GVWR label (typically located on the driver side door or door jamb);

2. License plate with driver side of the vehicle visible;

3. Entire left side of the vehicle with doors closed showing the vehicle's body configuration; and

4. Entire right side of the vehicle with doors closed showing the vehicle's body configuration.

(o) Reporting and Recordkeeping Requirement. Beginning January 1, 2024, fleet owners must meet reporting requirements as specified in section 2013.2 and keep and provide records as specified in section 2013.3.

(p) Vehicles Acquired with Incentive Funds. Beginning January 1, 2024, if a fleet owner receives California State-provided incentive funding for ZEVs or NZEVs and the funding program guidelines specify that any vehicles acquired with such funds cannot be used to determine compliance with the general requirements

section of 2013(d), any vehicle acquired with such funds will not be counted as a compliant vehicle during the funding contract period. The fleet owner must meet the reporting requirements specified in section 2013.2(c)(2)(M).

(q) Certificate of Reported Compliance and Compliant Fleet List. If the requirements specified in sections 2013 through 2013.4 are met and the required reporting is received to demonstrate compliance, the fleet owner will be provided with a Certificate of Reported Compliance. The CARB Advanced Clean Fleets webpage will list the CARB-issued ID number, motor carrier number if applicable, fleet name, and whether the fleet is recognized as a "ZEV Fleet" per title 13, CCR, section 2015(p) for compliant fleets that have received a Certificate of Reported Compliance. Fleets that do not comply will not be listed.

(r) Sales Disclosure of Regulation Applicability. Any person subject to this article selling a vehicle subject to this article must provide the following disclosure in writing to the purchaser on or with the bill of sale, sales contract addendum, or invoice: "A vehicle operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets."

(s) ICE Vehicle Purchases. Any new ICE vehicle purchased for the California fleet on or after January 1, 2024, must be certified to the California emissions standards and emissions related requirements applicable to that vehicle. Any used ICE vehicle purchased must have a 2010 or newer model year engine.

(t) Transit Agency Exemption. Transit agencies subject to the Innovative Clean Transit regulations commencing with title 13, CCR, section 2023 are not subject to any section of this article until January 1, 2030.

Note: Authority cited: Sections 38505, 38510, 38560, 38566, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 43013, 43018, 43100, 43101, 43102 and 43104, Health and Safety Code. Reference: Sections 38501, 38505, 38510, 38560, 38566, 38580, 39000, 39003, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 39674, 39675, 42400, 42400.1, 42400.2, 42402.2, 42410, 43000, 43000.5, 43013, 43016, 43018, 43023, 43100, 43101, 43102, 43104, 43105, 43106, 43153, 43154, 43211, 43212 and 43214, Health and Safety Code.

Adopt Section 2013.1 of title 13, California Code of Regulations, to read as follows:

§ Section 2013.1. State and Local Government Fleet Exemptions.

Fleet owners may request the following exemptions or extensions if their California fleets comply with all applicable requirements. Fleet owners requesting or utilizing any exemptions or extensions must meet applicable reporting and recordkeeping requirements for each exemption or extension as specified in sections 2013.2 and 2013.3. Any exemptions or extensions granted to a fleet owner are not transferrable to another fleet owner. The Executive Officer will respond to exemption or extension requests as specified in section 2013.2(i).

(a) Backup Vehicle Exemption. Fleet owners may designate vehicles as backup vehicles during the March reporting period as specified in section 2013.2(b) and renew such designations annually only if the criteria in (1) and (2) below are satisfied:

(1) The vehicle is operated less than 1,000 miles per year excluding any mileage travelled while performing emergency operations in support of a declared emergency event; and

(2) The fleet owner must report the vehicle as a backup vehicle and must submit odometer readings as specified in section 2013.2(f).

(3) Backup vehicles that no longer meet the criteria specified in (1) and (2) above cannot be operated in California and must be removed from the California fleet if the fleet is out of compliance with section 2013(d).

(b) Daily Usage Exemption. Fleet owners may request an exemption as specified in section 2013(n)(2) to purchase a new ICE vehicle of the same configuration as an ICE vehicle being replaced as specified in section 2013.1(b)(1) if no new BEV is available to purchase that can meet the demonstrated daily usage needs of any existing vehicles of the same configuration in the fleet, as determined by the criteria specified in section 2013.1(b)(2) through (5). If approved, fleet owners must place their new ICE vehicle orders within one year from the date the exemption is granted. Fleet owners may request this exemption only if at least ten percent of their California fleet is comprised of ZEVs or NZEVs. The Executive Officer will not approve exemption requests for a vehicle configuration that is available to purchase as: an NZEV; an FCEV; a Class 7 or 8 BEV tractor or BEV three-axle bus with a rated energy capacity of at least 1,000 kilowatt-hours; a Class 4 through 6 BEV with a rated energy capacity of at least 325 kilowatt-hours; or a Class 7 or 8 BEV that is not a tractor or three-axle bus with a rated energy capacity of at least 450 kilowatt-hours. The fleet owner must submit the following information by email to TRUCRS@arb.ca.gov to apply:

(1) Submit the make, model, weight class, configuration, and a photograph of the ICE vehicle to be replaced.

(2) Identify the BEV that is available to purchase in the same weight class and configuration with the highest rated energy capacity available. Submit the make, model, weight class, configuration, and rated energy capacity of the identified BEV.

(3) Calculate the range of the vehicle identified in section 2013.1(b)(2) in miles by dividing the rated energy capacity of the identified BEV by the following factors: for Class 2b through 3 vehicles, 0.6 kilowatt-hours per mile; for Class 4 through 6 vehicles, 1.3 kilowatt-hours per mile; for Class 7 and 8 vehicles that are not tractors, 1.8 kilowatt-hours per mile; for Class 7 and 8 tractors, 2.1 kilowatt-hours per mile. For vehicles that operate truck-mounted or integrated equipment while stationary, in lieu of calculating the needed rated energy capacity based on vehicle miles travelled, the needed rated energy capacity is the same as the measured BEV energy use specified in section 2013.1(b)(3)(A). Submit the calculation and results.

(A) In lieu of calculating range as specified in section 2013.1(b)(3), fleet owners may instead submit measured BEV energy use data from BEVs of the same configuration already operated on similar daily assignments to substantiate their exemption request. Information must include vehicle loading and weight data, route grade, average ambient daily temperature, vehicle miles travelled per day, energy used to drive, and state of charge at the beginning and end of the daily shift to show typical daily energy usage for the BEV, over five consecutive business days. For vehicles that operate truck-mounted or integrated equipment while stationary, the information must also include the energy used while stationary and number of hours such truck-mounted or integrated equipment is operated each day.

(4) Submit a daily usage report for a period of at least 30 consecutive workdays from within the last 12 months using telemetry data or other data collection system that tracks daily mileage and energy use, and hours of vehicle operation if applicable, for all ICE vehicles of the same weight class and configuration of the vehicle to be replaced. Fleet owners that have a mutual aid agreement to send vehicles to assist other entities during a declared emergency event may alternatively submit this report from within the last 60 months. The report must include the daily miles traveled and energy used to drive for each ICE vehicle of the same

weight class and configuration of the vehicle to be replaced. Identify the lowest mileage reading for each day and exclude the three highest readings. For the exemption to be granted, the highest remaining mileage or energy use number must be greater than the range calculated in 2013.1(b)(3) or the energy use data submitted per section 2013.1(b)(3)(A).

(A) For vehicles that operate truck-mounted or integrated equipment while stationary, the daily usage report must include the energy used while stationary and number of hours such truck-mounted or integrated equipment is operated each day, for at least 30 consecutive workdays from within the last 12 months.

(5) Submit a description of the daily assignments or routes used by existing vehicle configurations with an explanation of why all BEVs available to purchase of the same weight class and configuration cannot be charged or fueled during the workday at the depot, within one mile of the routes, or where ZEV fueling infrastructure is available. The explanation must include a description of why charging could not be managed during driver rest periods or breaks during the workday.

(6) In granting or denying the exemption request, the Executive Officer will rely on the information submitted by the applicant and utilize their good engineering judgement to determine whether the information meets the criteria specified in section 2013.1(b).

(c) ZEV Infrastructure Delay Extension. Fleet owners may request the following extensions as specified in section 2013(n)(3) if they experience delays due to circumstances beyond their control on a project to install ZEV fueling infrastructure. Fleet owners may only request the following extensions for ICE vehicles being replaced at the site experiencing the delay. These extensions also apply for locations where the fleet owner has entered into a contract of one year or longer to charge or fuel their ZEVs at a single location prior to beginning the infrastructure project. The fleet owner must request the following extensions at least 45 calendar days prior to the next applicable compliance date for CARB to consider the request.

(1) ZEV Infrastructure Construction Delays. Fleet owners may request this extension if they experience a construction delay due to circumstances beyond their control. The Executive Officer will grant an extension for up to two years, beginning on the applicable compliance date for the number of vehicles that qualify for the extension, per project, if they determine the fleet owner meets the criteria specified below. The fleet

owner must submit the documents specified in subsections (A) through (D) below the following by email to TRUCRS@arb.ca.gov to apply:

(A) Documentation showing the executed contract for the ZEV fueling infrastructure installation including a construction permit indicating the permit issuance date is at least one year prior to the next applicable compliance deadline.

(B) Documentation showing the delay is a result of any of the following circumstances that occurred after the fleet owner obtained the construction permit identified in section 2013.1(c)(1)(A): change of a general contractor; delay in manufacture and shipment of ZEV fueling infrastructure equipment; delays obtaining power from a utility; delays due to unexpected safety issues on the project; discovery of archeological, historical, or tribal cultural resources described in the California Environmental Quality Act, Public Resources Code division 13, section 21000 et. seq.; or natural disasters.

(C) A letter to CARB from the responsible official explaining the reason for the delay, why retail ZEV fueling infrastructure cannot be used, the estimated completion date of the project, and documentation supporting the reason for the delay from the licensed contractor performing the work, related utility, building department, or other organization involved in the project.

(D) Documentation showing the executed ZEV purchase agreement.

(E) In granting or denying the extension request, the Executive Officer will rely on the information submitted by the applicant and utilize their good engineering judgement to determine whether the information meets the criteria in section 2013.1(c)(1).

(2) ZEV Infrastructure Site Electrification Delays. Until January 1, 2030, fleet owners may request this extension if their electric utility provider determines it cannot provide the requested power to the site where ZEVs will be charged or refueled before the fleet's next ZEV compliance deadline. The Executive Officer will grant an extension for the time-period specified in section 2013.1(c)(2)(A) and number of vehicles specified in section 2013.1(c)(2)(B) if they determine the fleet owner satisfies the criteria for this delay, based on the information submitted below and the exercise of their good engineering judgment. The fleet owner must meet the criteria specified in subsections (A) and (B) and submit the documentation or information specified in subsection (C) below by email to TRUCRS@arb.ca.gov to apply:

(A) Site Electrification Delay Time Period. Fleet owners may request an initial extension for a period of up to three years to align the estimated ZEV delivery date with the amount of time the utility determines it needs to supply the needed power to the site. Fleet owners can request an additional two-year extension if the utility still cannot supply the needed power by the end of any granted initial extension period. To renew the initial extension, a fleet owner must submit updated supporting documentation at least 45 calendar days prior to the expiration of the initial extension period.

(B) Number of Extensions. A fleet owner may request an extension for the number of ZEVs for which, based on information submitted in section 2013.1(c)(2)(C), the utility cannot supply sufficient power. The fleet owner must deploy the maximum number of ZEVs needed to meet its compliance obligations and that can be supported by the utility, and must deploy any additional ZEVs that can be supported by utility upgrades to the site's electrical capacity each calendar year during the delay until the project is complete to maintain the extension.

(C) The fleet owner must submit all of the following information by email to TRUCRS@arb.ca.gov to request this extension:

1. A copy of the application submitted to the utility requesting site electrification that is consistent with the number of ZEVs the fleet owner must deploy each calendar year to meet their compliance requirements during the requested extension period.

2. The utility's response showing that the project will take longer than a year, and the executed utility contract. If a utility is unable or unwilling to execute a contract, a fleet owner must submit the initial contract or application requesting site electrification to the utility, and a signed attestation from the utility stating they will proceed with the project.

3. Documentation indicating the reason for the delay, an estimated delivery date provided by the manufacturer for the ZEV replacing an ICE vehicle at the site, an estimate provided by the utility of the available electrical capacity the utility can supply to the site within one year of the extension request and for each year of the requested delay, in kilowatts, and estimated project completion date.

4. Information about the ZEV fueling infrastructure equipment that can be installed consistent with the utility's capacity estimate and the associated number, configuration, and weight class of the ZEVs that can be supported by such equipment within one year of the extension request and for each year of the requested extension. The information must include:

    a. The number, type, and rated capacity for chargers in kilowatts; or

    b. For hydrogen stations, dispensing capacity in kilograms per day and the electrical demand in kilowatts.

5. Fleet owners with multiple sites where vehicles are domiciled must submit a copy of each site's infrastructure capacity evaluation from the utility or a third-party licensed professional electrical engineer with the information required to be submitted in sections 2013.1(c)(2)(C)3. and 4..

(D) In granting or denying the extension request, the Executive Officer will rely on the information submitted by the applicant and utilize their good engineering judgement to determine whether the information meets the criteria in section 2013.1(c)(2).

(d) ZEV Purchase Exemptions. Fleet owners may request exemptions as specified in section 2013(n)(4) to purchase a new ICE vehicle if a needed configuration is not available to purchase as a ZEV or NZEV under either the ZEV Purchase Exemption List of section 2013.1(d)(1) or the ZEV Purchase Exemption Application of section 2013.1(d)(2).

(1) ZEV Purchase Exemption List. The Executive Officer will establish and maintain a list of vehicle configurations on the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets no later than January 1, 2025. That list will specify vehicle configurations that are not available to purchase as ZEVs or NZEVs and the date the exemption expires for listed configurations determined to be available to purchase as specified in section 2013.1(d)(2)(G). The list will include the configurations specified in section 2013.1(d)(1)(A). The Executive Officer will rely on the information submitted and gathered in section 2013.1(d)(2) and utilize their good engineering and business judgement to determine if the information establishes that the criteria in sections 2013.1(d)(2)(C) through (G) are met when determining whether to add a vehicle configuration to the list or to identify the expiration date for a vehicle configuration on the list. The list will not include the following configurations: pickups, any buses, box trucks, vans, or any tractors. Fleet owners may purchase a new ICE vehicle of the same configuration and weight class as one on the list as specified in section 2013(n)(4), report the purchase as specified in section 2013.2(g), and keep records as specified in section 2013.3(e), and CARB will recognize that vehicle as having met the criteria for the exemption.

(A) Configurations List. The list will include the following vehicle configurations: Bucket truck, boom truck, dump truck, flatbed truck, stake bed truck, front-loader refuse compactor truck, side-loader refuse compactor truck, rear-loader refuse compactor truck, refuse roll-off truck, service body truck, street sweeper, tank truck, tow truck, water truck, car carrier truck, concrete mixer truck, concrete pump truck, crane, drill rig, vacuum truck.

(2) ZEV Purchase Exemption Application. Fleet owners may request an exemption as specified in section 2013(n)(4) to purchase a new ICE vehicle of the same configuration as an ICE vehicle being replaced as specified in section 2013.1(d)(2)(A)1. If approved, fleet owners must place their new ICE vehicle orders within 1 year from the date the exemption is granted. The fleet owner must submit information specified in (A) and (B) below by email to TRUCRS@arb.ca.gov. The Executive Officer will rely on the information submitted in sections 2013.1(d)(2)(A) and (B) and their good engineering and business judgement to determine if the information establishes that the criteria specified in sections 2013.1(d)(2)(C) through (G) are met:

(A) Fleet owners must submit the following information about the vehicle configuration needed:

1. Make, model, weight class, configuration, whether the vehicle has a crew cab, cabover, or all-wheel drive, and clear and legible photographs of the entire left and right sides of the vehicle with doors closed showing the vehicle's body configuration, for an existing ICE vehicle being replaced in the fleet;

2. A list of any frame attachments other than the body itself necessary to support or perform the primary intended function of the vehicle. Examples of frame attachments include rail wheels and stabilizing outriggers; and

3. The make and model of the body equipped on the vehicle, if applicable.

(B) Fleet owners must also submit documentation from two or more manufacturers that offer ZEV or NZEV chassis, or complete ZEVs or NZEVs, that states the manufacturer does not offer for sale ZEV or NZEV chassis, or complete ZEVs or NZEVs, of the needed configuration submitted in section 2013.1(d)(2)(A). If there are no manufacturers offering ZEV chassis, the statements can come from other vehicle manufacturers.

(C) After receiving a complete submission, the Executive Officer shall rely on information gathered from fleet owners or manufacturers, including information gathered to comply with other CARB-administered programs, manufacturer websites, manufacturer documentation, authorized dealers, CARB-issued Executive Orders, and their good engineering and business judgement to determine whether the configuration is available for purchase as a ZEV or NZEV from any manufacturer, and whether the identified body submitted in section 2013.1(d)(2)(A)3. or a body from another manufacturer that can perform the same primary intended function can be installed on the offered ZEV or NZEV. If the Executive Officer does not have sufficient information to make the determination, they shall solicit public feedback regarding the information submitted by the fleet owner specified in section 2013.1(d)(2)(A) from vehicle manufacturers and authorized dealers on the CARB Advanced Clean Fleets webpage, available at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets, to assist in making the determination.

(D) The Executive Officer shall consider an offered ZEV or NZEV available to purchase if all of the following criteria are met:

1. If applicable, the manufacturer has certified the ZEV's powertrain with CARB in accordance with the "California Standards and Test Procedures for New 2021 and Subsequent Model Heavy-Duty Zero-Emission Powertrains," as adopted June 27, 2019, which is incorporated by reference herein;

2. ZEVs or NZEVs offered have a model year 18 months or less from the date the fleet owner submitted the complete exemption request;

3. ZEV or NZEV configuration is not solely for demonstration, test, or experimental purposes;

4. ZEVs or NZEVs are not offered as a temporary placeholder for a vehicle that may or may not be offered for sale in the future; and

5. ZEVs or NZEVs do not conflict with safety standards that the fleet owner is subject to, if applicable, as prescribed under title 8, CCR, by the California Department of Industrial Relations, Division of Occupational Safety and Health, comparable federal or state health and safety laws where the vehicle operates, or federal highway safety laws. The fleet owner must identify which of these safety laws or standards would be in conflict and for what reasons in their application.

(E) If the Executive Officer identifies any manufacturer or authorized dealer that offers for sale a ZEV or NZEV chassis, or complete ZEV or NZEV in the same or next higher weight class, except for Class 8 vehicles which must only be in the same weight class, in the needed configuration, with the needed frame attachments, and on which the identified body submitted in section 2013.1(d)(2)(A) or an equivalent body from another manufacturer or authorized dealer that can perform the same primary intended function can be installed, the Executive Officer will supply the manufacturer or authorized dealer name to the fleet owner applicant, deny the exemption request, and remove the vehicle configuration from the ZEV Purchase Exemption List pursuant to section 2013.1(d)(2)(G).

(F) If the Executive Officer cannot identify any manufacturer that offers a ZEV or NZEV chassis, or complete ZEV or NZEV for sale in the needed configuration and weight class, the vehicle configuration will be added to the ZEV Purchase Exemption List specified in section 2013.1(d)(1).

(G) The Executive Officer will rely on information gathered from fleet owners or manufacturers, including information gathered to comply with other CARB-administered programs, manufacturer websites, manufacturer documentation, authorized dealers, CARB-issued Executive Orders, and their good engineering and business judgement to determine whether any vehicle configuration listed on the ZEV Purchase Exemption List specified in section 2013.1(d)(1) no longer meets the criteria specified in section 2013.1(d)(2)(C) through (G). If such a determination is made, on the Advanced Clean Fleets website, the Executive Officer will notify the public of the determination by posting the vehicle configuration, weight class, and exemption expiration date on and after which the vehicle will no longer be eligible to purchase as an ICE vehicle from the ZEV Purchase Exemption List, which shall be the first day of the month after 180 calendar days after posting the determination.

(H) The Executive Officer will notify the fleet owner by email whether the exemption has been approved within 45 calendar days from the date a complete application is received. If the Executive Officer does not respond within this timeframe, the exemption will be deemed approved.

(I) Fleet owners whose exemption request has been granted must comply with the reporting and recordkeeping requirements specified in sections 2013.2(g) and 2013.3(e).

(e) Mutual Aid Assistance. Fleet owners may request this exemption as specified in section 2013(n)(5) to purchase new ICE vehicles. The total number of new ICE vehicles allowed to be purchased under this exemption must not exceed 25 percent of the total number of vehicles in the fleet owner's California fleet in the calendar year the exemption is approved, less the number of ICE vehicles already in the fleet purchased pursuant to a granted exemption. Fleet owners must have a mutual aid agreement to send vehicles to assist other entities during a declared emergency event to apply. The California fleet must be comprised of ZEVs in the following minimum proportions to apply: at least 25 percent until January 1, 2032; 50 percent until January 1, 2035; and 75 percent thereafter. This exemption does not apply to pickup trucks, buses, box trucks, vans, tractors, or any vehicle configurations available to purchase as NZEVs. The Executive Officer will rely on the information submitted in sections 2013.1(e)(1) through (5) and their good engineering judgment in determining whether the information establishes that the criteria in 2013.1(e)(2) and (3) are met. The fleet

owner must submit all of the following by email to TRUCRS@arb.ca.gov to apply:

(1) The make, model, weight class, configuration, and a photograph of the needed ICE vehicle;

(2) Documentation from each manufacturer offering ZEVs for sale of the same configuration and weight class as the ICE vehicle identified in section 2013.1(e)(1) describing the charging or fueling connector and charging or fueling time capability;

(3) Documentation from three mobile ZEV fueling providers, with mobile fueling options that are compatible with the vehicle's charging or hydrogen fueling connector and system identified in section 2013.1(e)(2) to show the ZEV cannot be refueled from 10 to 80 percent of the ZEV's rated energy capacity within one hour. If less than three mobile ZEV fueling providers have compatible mobile fueling options for the ZEV, documentation must be submitted from all mobile ZEV fueling providers that do have compatible mobile fueling options;

(4) A copy of the mutual aid agreement in effect with other entities to assist with affected vehicles during declared emergency events; and

(5) A letter to the Executive Officer that has an explanation of the reason for the exemption request.

Note: Authority cited: Sections 38505, 38510, 38560, 38566, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 43013, 43018, 43100, 43101, 43102 and 43104, Health and Safety Code. Reference: Sections 38501, 38505, 38510, 38560, 38566, 38580, 39000, 39003, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 39674, 39675, 42400, 42400.1, 42400.2, 42402.2, 42410, 43000, 43000.5, 43013, 43016, 43018, 43023, 43100, 43101, 43102, 43104, 43105, 43106, 43153, 43154, 43211, 43212 and 43214, Health and Safety Code.

Adopt Section 2013.2 of title 13, California Code of Regulations, to read as follows:

§ Section 2013.2. State and Local Government Fleet Reporting.

(a) Method of Reporting. Reports submitted to comply with sections 2013 through 2013.4 must be submitted online through the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets in the TRUCRS reporting system, except exemption or extension requests requiring documentation to be submitted via TRUCRS@arb.ca.gov.

(b) Reporting Deadline and End Date. Except as specified in section 2013.2(e), no later than April 1 of each year until April 1, 2045, fleet owners must annually submit a compliance report that includes all of the information specified in section 2013.2 for their California fleet as it is composed as of January 1 of the corresponding calendar year. The initial report must be submitted by April 1, 2024. The annual reporting period is during the month of March.

(c) Fleet Reporting. Fleet owners must report all of the following:

(1) State or local government agency information.

(A) State or local government agency name or, if applicable, subdivision name;

(B) State or local government agency 's physical and mailing addresses;

(C) Designated contact person name;

(D) Designated contact person phone number;

(E) Designated contact person email;

(F) The following operating authority numbers, if applicable: motor carrier identification number, United States Department of Transportation number, California Carrier Identification number, California Public Utilities Commission transportation charter permit number, International Registration Plan number;

(G) Identify the jurisdiction (state, county name, city name, or other local government);

(H) Name of the responsible official; and

(I) Whether the fleet owner will permanently opt-in to the ZEV Milestones Option of title 13, CCR, section 2015.2 as described in section 2013(e) and no longer be subject to the requirements specified in sections 2013, 2013.1, 2013.2, 2013.3, and 2013.4.

(2) Vehicle Information. The fleet owner must report the following information for each vehicle in the California fleet:

(A) VIN;

(B) Vehicle make and model;

(C) Vehicle model year;

(D) Vehicle license plate number and state or jurisdiction of issuance;

(E) Vehicle GVWR (Greater than 8,500 lbs. and equal to or less than 14,000 lbs., greater than 14,000 lbs. and equal to or less than 26,000 lbs., or greater than 26,000 lbs.);

(F) Vehicle body type;

(G) Fuel and powertrain type;

(H) Date vehicle purchase was made;

(I) Date vehicle was added to or removed from the California fleet;

(J) Whether the vehicle will be designated under or was purchased pursuant to any exemption or extension specified in section 2013.1;

(K) Odometer, or if applicable, hubodometer readings for vehicles as specified in section 2013.2(f);

(L) Engine family and engine model year for any vehicles added to the California fleet after January 1, 2024;

(M) Funding contract start and end date for vehicles purchased with California State-funding if the vehicle is to be excluded during the funding contract period as specified by the funding program; and

(N) ZEV Purchase Reporting. Fleet owners that are replacing a vehicle pursuant to the ZEV Purchase Exemption specified in section 2013.1(d) must identify which vehicle is being replaced.

(d) Joint Compliance Reporting. If an agency chooses to comply jointly as specified in section 2013(k), each individual department, division, district, subsidiary, or agency must report separately, and include the CARB-issued ID number of the primary controlling agency or designated primary entity.

(e) Changes to an Existing Fleet. Fleet owners must comply with all of the following reporting requirements when adding or removing vehicles from the California fleet:

(1) Vehicles added to the California fleet must be reported within 30 calendar days of being added to the fleet;

(2) Vehicles that are permanently removed from the California fleet must be reported within 30 calendar days of removal. The report must include the date of removal;

(3) If a backup vehicle exceeds the allowable mileage limit the change must be reported within 30 calendar days of the date the mileage limit was exceeded; and

(4) ZEV Conversions. Fleet owners that convert a vehicle to a ZEV must report the vehicle's new fuel type within 30 calendar days of being converted.

(f) Odometer Reading Reporting. Fleet owners with backup vehicles must comply with the following reporting requirements:

(1) Odometer Readings. Report annually the odometer reading from January 1 of the current calendar year and the date the reading was recorded from a properly functioning odometer or hubodometer.

(2) Odometer Failure and Replacement. If the vehicle's originally equipped odometer has failed and is replaced, report the following information within 30 calendar days of the date the original odometer failed or was replaced, whichever comes first: the original odometer's final reading, the new odometer's initial reading, and the date of replacement.

(A) Hubodometers. If the vehicle's originally equipped odometer has failed and is not being replaced, the fleet owner must equip the vehicle with a hubodometer. Fleet owners must report the serial number of the hubodometer within 30 calendar days of the date the hubodometer was installed;

(3) Emergency Mileage. The fleet owner must report the number of miles travelled in support of the emergency for backup vehicles used in emergency operations that would exceed the backup vehicle mileage limit.

(g) ZEV Purchase Exemption Supporting Documentation Reporting. Fleet owners that purchase an ICE vehicle pursuant to the ZEV Purchase exemption specified in section 2013.1(d) must submit an email to TRUCRS@arb.ca.gov within 30 calendar days of receiving the new ICE vehicle with the purchase agreement and the following clear and legible digital photographs of:

(1) VIN/GVWR label (typically located on the driver side door or door jamb);

(2) License plate with driver's side of the vehicle visible;

(3) Entire left side of the vehicle with doors closed showing the vehicle's body configuration; and

(4) Entire right side of the vehicle with doors closed showing the vehicle's body configuration.

(h) Requirement for Signature. All reports submitted to CARB electronically are deemed signed by the responsible official. Hard-copy documentation submitted must be signed by the responsible official.

(i) Method for Requesting and Approval of Exemptions or Extensions. The Executive Officer will notify the fleet owner by email whether any exemption or extension requests that are required to be submitted to TRUCRS@arb.ca.gov are approved within 45 calendar days from receipt of a complete submission.

(j) Late Reporting. Until January 1, 2027, fleet owners that submit initial reporting information specified in section 2013.2 after the initial reporting deadline specified in section 2013.2(b) may still establish the vehicles in their California fleet as of January 1, 2024, by reporting the information in the TRUCRS Reporting System and submitting vehicle records specified in section 2013.3(a) to CARB by email to TRUCRS@arb.ca.gov when submitting their late report. Beginning January 1, 2025, fleet owners that submit initial reporting information specified in section 2013.2 after the initial reporting deadline specified in section 2013.2(b) are also subject to penalties specified in section 2013.4(b)(1).

(k) Intermittent Snow Removal Vehicle Reporting. Fleet owners may request that vehicles be designated by the Executive Officer as intermittent snow removal vehicles by submitting via email to TRUCRS@arb.ca.gov a copy of the vehicle's specifications sheet from the manufacturer showing the vehicle meets the definition of an intermittent snow removal vehicle, or the following clear and legible digital photographs. The Executive Officer will rely on the information and photos submitted by the fleet owner and their engineering judgement to determine whether vehicle meets the definition of an intermittent snow removal vehicle specified in section 2013(b) and will notify the fleet owner via email within 45 days of receiving a request whether the request is approved. If approved, the Executive Officer will immediately designate the requested vehicles as intermittent snow removal vehicles.

(1) VIN/GVWR label (typically located on the driver side door or door jamb);

(2) License plate with driver side of the vehicle visible;

(3) Entire left side of the vehicle with doors closed showing the vehicle's body configuration;

(4) Entire right side of the vehicle with doors closed showing the vehicle's body configuration; and

(5) The plow mounting attachment and control system; traction material spreader attachment and control system; or the de-icing system attachment and control system.

Note: Authority cited: Sections 38505, 38510, 38560, 38566, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 43013, 43018, 43100, 43101, 43102 and 43104, Health and Safety Code. Reference: Sections 38501, 38505, 38510, 38560, 38566, 38580, 39000, 39003, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 39674, 39675, 42400, 42400.1, 42400.2, 42402.2, 42410, 43000, 43000.5, 43013, 43016, 43018, 43023, 43100, 43101, 43102, 43104, 43105, 43106, 43153, 43154, 43211, 43212 and 43214, Health and Safety Code.

Adopt Section 2013.3 of title 13, California Code of Regulations, to read as follows:

§ Section 2013.3. State and Local Government Fleet Recordkeeping.

Fleet owners must keep records of reported information required in reporting section 2013.2 and documentation specified in this section for a period of at least five years. Fleet owners must make such records available in an electronic or paper format to CARB staff within 72 hours of a written or verbal request for audit. The following records are required to be kept and provided upon request for vehicles in the California fleet:

(a) Entity and Vehicle Documentation.

(1) Records of all vehicle information required to be reported as specified in section 2013.2;

(2) Vehicle purchase, rental, and leasing documents, such as purchase agreements, orders, notices to proceed, leasing agreements, or rental agreements for the vehicles;

(3) The following information about all vehicles that have been removed from the California fleet:

(A) If the vehicle is sold, a transfer of liability form filed with DMV, including the date of sale and odometer reading at the time of sale;

(B) If the vehicle is transferred out-of-state, but not sold, a copy of the out-of-state registration;

(C) If the vehicle is registered with DMV as non-revivable junked or dismantled, a copy of the registration demonstrating it was filed as such with DMV; and

(D) If the vehicle is sold or consigned to an auction house, a copy of the contract and the transfer of liability form filed with DMV, if applicable.

(4) Backup Vehicle Documentation. Fleet owners with backup vehicles that perform emergency operations must keep records to document dispatch by a local, state, federal or other emergency management agency.

(b) Operator Documentation. Fleet owners must keep documentation identifying the entity responsible for paying the driver who is not a state or local government agency employee and any applicable shipping documentation or other documentation that identifies the origin and destination of the cargo and the pick-up and termination destination of the cargo.

(c) Odometer Reading Documentation. Fleet owners required to report odometer readings must keep records of the vehicle miles traveled. Acceptable records are those that have an odometer reading from the vehicle and are provided in smoke opacity test results, Basic (previously Biennial) Inspection of Terminals inspection forms, California Highway Patrol-Truck and/or Tractor Maintenance and Safety Inspections Forms (108-Form), maintenance or service work orders, invoices or receipts, unaltered photographs of the odometer or hubodometer, driver logs or inspection sheets, or onboard diagnostics system information downloads that include the vehicle miles travelled or odometer information. Fleet owners of backup vehicles used in emergency operations in support of a declared emergency event must keep records to document vehicle mileage accrued under contract in support of an emergency event.

(d) ZEV Infrastructure Delay Documentation. Fleet owners utilizing the ZEV Infrastructure Delay Extension must keep copies of documents submitted as specified in section 2013.1(c).

(e) ZEV Purchase Exemption Documentation. Fleet owners utilizing the ZEV Purchase Exemption must keep copies of documents submitted as specified in section 2013.2(g), and copies of documents submitted as specified in section 2013.1(d).

(f) Documentation for Mutual Aid Assistance. Fleet owners utilizing the Mutual Aid Assistance exemption must keep copies of documents submitted to CARB as specified in section 2013.1(e).

(g) Hiring Entity Documentation. Hiring entities that are subject to section 2013(a)(3) must keep certificates of reported compliance or signed statements received from hired fleets used to verify that hired fleets are compliant with the applicable regulations. Additionally, hiring entities must keep copies of contracts with hired entities that include the disclosure of regulation applicability as specified in section 2013(j)(2).

(h) Daily Usage Exemption Documentation. Fleet owners utilizing the Daily Usage Exemption must keep copies of documents submitted as specified in section 2013.1(b).

(i) Intermittent Snow Removal Vehicle Documentation. Fleet owners approved to designate vehicles as intermittent snow removal vehicles must keep copies of the vehicle specification sheet from the manufacturer or photographs submitted as specified in section 2013.2(k).

(j) Sales Disclosure Documentation. Any person required to submit a sales disclosure as specified in section 2013(r) must keep a copy of the written sales disclosure.

(k) Non-repairable Vehicle Documentation. Fleet owners approved to utilize the Non-repairable Vehicle exemption of section 2013(n)(7) must keep records of the police report, insurance statement, or signed attestation, photographs, and information submitted to CARB as specified in section 2013(n)(7).

Note: Authority cited: Sections 38505, 38510, 38560, 38566, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 43013, 43018, 43100, 43101, 43102 and 43104 Health and Safety Code. Reference: Sections 38501, 38505, 38510, 38560, 38566, 38580, 39000, 39003, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 39674, 39675, 42400, 42400.1, 42400.2, 42402.2, 42410, 43000, 43000.5, 43013, 43016, 43018, 43023, 43100, 43101, 43102, 43104, 43105, 43106, 43153, 43154, 43211, 43212 and 43214 Health and Safety Code.

Adopt Section 2013.4 of title 13, California Code of Regulations, to read as follows:

§ Section 2013.4. State and Local Government Fleet Enforcement.

(a) Severability. If any subsection, paragraph, subparagraph, sentence, clause, phrase, or portion of this article is, for any reason, held invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, such portion shall be

deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this article.

(b) Penalties. Any person who fails to comply with the requirements of this article, who fails to submit any information, report, or statement required by this article, or who knowingly submits any false statement or representation in any application, report, statement, or other document filed, maintained, or used for the purposes of compliance with this article may be subject to penalties.

(1) Late Reporting Penalties. Beginning January 1, 2025, and until January 1, 2027, failure to submit any information as specified in section 2013.2 shall constitute a single, separate violation for each vehicle and each month the information is not submitted past the initial reporting period specified in section 2013.2(b).

(c) Right of Entry. An agent or employee of CARB, upon presentation of proper credentials, has the right to enter any motor carrier, broker, or hiring entity facility (with any necessary safety clearances) where vehicles are located or vehicle records, including hiring and brokering records, are kept to verify compliance.

(d) Fleet Owner Enforcement. For purposes of enforcement, if the vehicle is inspected and cited for noncompliance with this article and neither the operator of the vehicle nor the rental or leasing entity can produce evidence, as specified in the "Fleet owner" definition of section 2013(b), of the party responsible for compliance with state laws, the owner shall be presumed to be both the rental or leasing entity and the renting operator or lessee of the vehicle.

Note: Authority cited: Sections: 38505, 38510, 38560, 38566, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 43013, 43018, 43100, 43101, 43102 and 43104, Health and Safety Code. Reference: Sections 38501, 38505, 38510, 38560, 38566, 38580, 39000, 39003, 39010, 39500, 39600, 39601, 39602.5, 39650, 39658, 39659, 39666, 39667, 39674, 39675, 42400, 42400.1, 42400.2, 42402.2, 42410, 43000, 43000.5, 43013, 43016, 43018, 43023, 43100, 43101, 43102, 43104, 43105, 43106, 43153, 43154, 43211, 43212 and 43214, Health and Safety Code.

The Selection of Option 2 for the Mandated California Air Resources Board Advanced Clean Fleets Regulations

Public Works & Transportation Committee
December 12, 2023

City Council Meeting
December 19, 2023

Jose Arreola, Fleet Services Division Manager
Public Works Department

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve "Option 2" as allowed under the Advanced Clean Fleets (ACF) Regulation which mandates local governments to undertake certain actions to implement Zero Emission Vehicles (ZEV) for their fleets beginning on January 1, 2024.

BACKGROUND

- The City's on-road fleet is composed of approximately 260 medium duty trucks, service body trucks, dump trucks, refuse collection vehicles and other types

Refuse Collection Vehicle

10 ton Dump Truck

BACKGROUND

- The California Air Resources Board (CARB) regulates emissions on these vehicles. On April 28, 2023 CARB adopted and mandated the Advanced Clean Fleet (ACF) regulation

- The ACF regulation is the latest development in CARB's decades-long history of setting increasingly stringent emission standards for medium and heavy duty vehicles

- The ACF regulation applies to vehicles with a gross vehicle weight rating greater than 8,500 lbs ("Target Vehicle") and mandates the implementation of zero emission Vehicles (ZEV), which are composed of Electric Vehicles (EV), Battery Electric Vehicle (BEV), or Hydrogen Fuel-Cell Electric Vehicle (FCEV)

BACKGROUND

- As an example, a Target Vehicle would be one that is similar in size/weight to a Ford F250 pick-up truck and larger

- Fleets can apply for a ZEV purchase exemption, subject to the approval of CARB, if the vehicle is not available for purchase in a ZEV configuration

- CARB will list configurations that are not available in ZEV's and update the list periodically with expiration dates for the vehicle to be removed from the configuration list

BACKGROUND

- The following vehicles, which are in the City's Fleet, are currently on the configuration list on a temporary basis and available for a CARB approved exemption:

- Bucket truck, boom truck, dump truck, flatbed truck, stake bed truck, front-loader refuse compactor truck, side-loader refuse compactor truck, rear-loader refuse compactor truck, refuse roll-off truck, service body truck, street sweeper, tank truck, water truck, crane truck, and vacuum truck

BACKGROUND

- It should be noted that this list will be updated routinely by CARB once the industry produces ZEV's for these types of vehicles

- Automatic exempt vehicles are those emergency response vehicles as specified in the California Vehicle Code 165, such as Target Vehicles like fire apparatus, mobile command post, and police armored rescue vehicles. The requirements and exemptions are not crystal clear and therefore staff will continue to work with CARB to understand if there are exemptions for a percentage of Water and Wastewater vehicles.

Exempt armored rescue vehicle

Exempt Fire apparatus

BACKGROUND

- Advanced Clean Fleets Regulations compliance for local government fleets includes two qualifying options:

1. Option 1 (default option), beginning January 1, 2024, 50 percent of annual Target Vehicle purchases are to be ZEV's, and beginning January 1, 2027, that 100 percent of Target Vehicle purchases are to be ZEV's

2. Option 2, local government fleets may choose ZEV Milestones Option. Fleets may elect to meet ZEV targets as a percentage of the total fleet starting with vehicle types that are most suitable for electrification. The schedule is laid out in Table 1.

- This option allows the addition of new internal combustion engines (ICE) vehicles model year 2024 or newer as long as the fleet is meeting the percent target rates listed below

Table 1: ZEV Fleet Milestones by Milestone Group and Compliance Year (Option 2)

Percentage of vehicles that must be zero-emission	10%	25%	50%	75%	100%
Milestone Group 1: Box trucks, vans, buses with two axles, yard tractors, light-duty package delivery vehicles (the City has approximately 150 of these vehicles in the Fleet)	2025	2028	2031	2033	2035 and beyond
Milestone Group 2: Work trucks, day cab tractors, buses with three axles (the City has approximately 103 of these vehicles in the Fleet)	2027	2030	2033	2036	2039 and beyond
Milestone Group 3: Sleeper cab tractors and specialty vehicles (the City has approximately 7 of these vehicles in the Fleet)	2030	2033	2036	2039	2042 and beyond

BACKGROUND

- CARB will monitor and enforce compliance. CARB's enforcement program is designed to deter non-compliance and to ensure regulated industries that have not met CARB's regulatory requirements are brought into compliance

- There are three types of legal processes that CARB uses to resolve non-compliance violations: civil, administrative, and criminal

BACKGROUND

- As part of the civil process, CARB can obtain a court order or injunction to stop ongoing violations
- Administrative penalties can be up to $25,000 per day and cumulative up to $300,000 per violation
- CARB may identify potential criminal violations. In those instances, the case may be referred to the Attorney General, a District Attorney, or other prosecutors for criminal prosecution

ZEV Charging Stations

- As of today, the City has one single-port shared-use City-owned electric vehicle charging station at the downtown parking structure

- There are two other City-owned charging stations in the long-term parking lot at the Oxnard Transit Center

- The location of these stations is not ideal for charging City-owned fleet vehicles. There are no other City-owned electric vehicle charging stations within the city

- Staff is not aware of any private company managed/owned hydrogen charging stations within the City

- The City does not currently own/operate hydrogen charging stations

- It should be noted that Gold Coast Transit is working on the installation of a hydrogen charging station at their facility in north Oxnard

- Staff's current understanding is that this charging station is specific for the use of Gold Coast

- Staff has initiated contact with Gold Coast about the use of their charging stations for City Vehicles

- Staff will continue those conversations with the desire to have access to Gold Coast's charging stations

SCE's Charge Ready Transport (CRT) Program

- Recently staff has been in communication with Southern California Edison (SCE) in regards to the SCE Charge Ready Transport program

- SCE's Charge Ready Transport (CRT) Program offers low- to no-cost electrical system upgrades to support the installation of electric vehicle (EV) charging equipment for qualifying vehicles

DISCUSSION

- This program provides a unique opportunity for fleet operators choosing to acquire electric vehicles by providing support and reducing the costs with installing the necessary charging equipment

- When a customer is approved to participate in the program, SCE will design, construct, and install the necessary infrastructure on both the utility-side and customer-side of the electric meter

- If the customer prefers, they can perform the customer-side of the meter electrical work and may receive a rebate

- Additional rebates are available to eligible companies within disadvantaged communities

- For the CRT Program, SCE will:
  - Perform on-site visits to evaluate the site's electrical infrastructure needs.
  - Develop utility-side and customer-side of the meter cost estimates.
  - Design, secure permit, project manage and install the necessary infrastructure. Participants will have the option to instead perform the necessary work on their side of the meter and receive a make-ready rebate
  - Install a separate meter dedicated to the EV charging infrastructure and waive customer demand charges through 2024 with our commercial EV rates

- Make final inspections once the charging equipment is installed

- Customer requirements for the SCE CRT Program, which would require an agreement between SCE and the City include:

  - Lease or purchase at least two medium or heavy-duty battery powered EVs or convert at least two fossil-fuel vehicles to electric within 18 months of installation

  - Select, purchase and install SCE approved charging equipment in the quantity approved by SCE

DISCUSSION

- Keep the charging equipment operational for at least ten years
- Provide data related to charging equipment usage for a minimum of five years (on-road vehicles only)
- Grant easement to selected property in perpetuity may be required
- No other SCE programs can be used in the selected property for 10 yrs (i.e rule 29)

DISCUSSION

- In addition to the SCE program, Public Works staff has been seeking grants that can fund infrastructure and charging stations

- Recently a DOE Funds/EECBG awarded $224,240 for the City and will be utilized towards EV infrastructure or charging stations for a Pacific Yard project

- Public Works will continue to seek available grant funding

- Staff will continue to evaluate and pursue the SCE CRT Program and will bring back any necessary recommendations for the City Council's consideration (e.g. agreement)

Compliance with CARB ZEV

- There are two options for Fleets to be in compliance with the State unfunded mandate for ZEV as noted in the Background section above

- When taking into consideration the current exemption list and the existing and projected make-up of the City's fleet, the amount of ZEV that the City would have to purchase would be in smaller increments over a longer period of time when calculated using Option 2

- This would allow the capital cost to be spread over multiple years (i.e. Option 2 2025 to 2042) instead of 2024 to 2027 per Option 1

DISCUSSION

- Also, it would allow more time for the City to evaluate the different ZEV (e.g. electric and hydrogen) and provide some additional time for infrastructure updates (e.g. charging stations)

- As such, it is recommended that the City choose the ZEV Fleet Milestone option (Option 2)

- This will allow the City to continue to add ICE vehicles to our fleet and ZEV Target Vehicles in a less aggressive timeline than the default option

FINANCIAL IMPACT

- By selecting Option 2, the initial compliance dates are staggered and start at 10% compliance per milestone group; each group gives fleets approximately 10 years to reach the 100% compliance goal

- This option is not as aggressive as Option 1 and will give fleets more time to comply

- The costs for ZEVs are higher than ICE, and as such, Option 2 is anticipated to have less of an impact on future Fleet purchases

FINANCIAL IMPACT

- Alternatively, by selecting Option 1, there would be an immediate impact as 50% of purchases are mandated to be ZEV's starting January 1, 2024 and ramp up to 100% on January 1, 2027

- This option would not allow fleets to add ICE vehicles, in some cases ZEV's are up to 50% higher in up front cost when compared to ICE vehicles

- Staff does not recommend this Option

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: December 12, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: First Amendment to Trade Services Agreement A-8263 with UniFirst Corporation for Multi Divisional Uniform Rental, Purchase, and Laundry Services. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with UniFirst Corporation for uniform rental, purchase, and laundry services for multi-divisions; extending the term for nine months from January 31, 2024 to October 31, 2024 and increasing the contract total by $100,000 for a new contract total not to exceed $770,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/lhaP8hmGs2M

BACKGROUND

The Public Works Department supplies uniforms for employees in the Environmental Resources, Water, Wastewater, Streets, Parks, Facilities, Fleet, and Special Districts Divisions. Approximately 345 Public Works employees have been designated as "uniformed" employees, meaning that those individuals are required to wear uniforms as a condition of their employment. These employees receive work pants and work shirts specific to the type of work being performed. Many of the activities performed by these individuals are such that the uniforms should be laundered by a commercial laundry service rather than by the individual employee. Uniformed employees are exposed to heavy oils, solvents, chemicals, and corrosive materials while performing their daily tasks. Furthermore, providing respective City staff with uniforms aligns with the Memorandum of Understanding (MOU) between the International Union of Operating Engineers (IUOE) as well as the Service Employees International Union (SEIU) labor groups. The MOUs with both labor groups state:

"City shall provide uniforms, or portions of uniform costs, or uniform service, to each Unit employee required to be "uniformed." Unit employees designated as "uniformed" are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by such employee."

On January 5, 2021, the City Council approved Agreement Number A-8263 for $670,000 with UniFirst Corporation (UniFirst) for citywide uniform rental, purchase, and laundry services from February 2, 2021 to January 31, 2024.

DISCUSSION

Uniforms provide a level of protection for applicable employees as it relates to personal protective equipment (PPE) for certain day to day activities. Also, the wearing of uniforms identifying employees as City workers and provides a reassurance of affiliation to the City for the public that City workers may encounter during routine business (e.g., water service repairs).

In anticipation of the expiration of Agreement A-8263 in February 2024, on September 18, 2023, the City's Purchasing Division conducted a formal solicitation for uniform rental, purchase, and laundry service (Solicitation Number PW 24-08). Information regarding the solicitation was posted on the City's website, in addition to www.publicpurchase.com, a website where solicitations are publicly posted. The City received no solicitation responses prior to the deadline of October 18, 2023. The approval of a First Amendment will allow time for staff to issue a new solicitation for bids or requests for proposals.

At the close of the solicitation period, the Purchasing Department reached out to several known potential bidders, including UniFirst, Mission Linen, Prudential, and Cintas, to inquire if there were any specific reasons why their company did not submit a proposal for the solicitation. The prospective bidders cited poor timing for their company, or change in staffing that resulted in a lack of a response from their company. All bidders expressed interest in submitting a proposal if the City were to release a new solicitation.

Staff negotiated with UniFirst to extend the current agreement by nine months with no increase to current rental rates to allow staff time to issue a new solicitation to be brought to the City Council by early fall of 2024.

This Agreement includes uniform purchases as well as rental and laundry services of shop towels and rags. Additionally, the Fire Department will utilize this contract to provide mats at each fire station and the fire administration building.

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 of this Amendment with UniFirst shall not exceed $100,000 with a new total contract value of $770,000 through October 31, 2024. There are sufficient funds in the various funds, shown below, within the City Council approved FY 2023-24 Operating Budget. Subsequent fiscal year funding will be requested in the annual budget process.

Department	Account	FY 2024 (5 months)	FY 2025 (4 months)	Total
General Fund-Street Maintenance	1013401-52300	$2,275	$1,795	**$4,070**
General Fund-Parks & Public Grounds	1013301-53200	$2,275	$1,795	**$4,070**
General Fund-Trees & Medians	1013302-52300	$60	$50	**$110**
Assessment Districts Fund	200003801-52300	$275	$190	**$465**
Water Operations Fund	6013600-52300	$3,185	$2,565	**$5,750**

Wastewater Fund-Collections - Source Control	6113612-53200	$910	$770	**$1,680**
Wastewater Fund-Collections - Enterprise	6113613-53200	$1,665	$1,285	**$2,950**
Wastewater Fund-Treatment Enterprise	6113614-53200	$3,790	$2,990	**$6,780**
Wastewater Fund-Treatment System Maint-Enterprise	6113615-53200	$5,000	$4,020	**$9,020**
Environmental Resources Fund	6313630-53200	$23,425	$18,300	**$41,725**
Facilities Maintenance fund	7353740-52600	$125	$940	**$1,065**
Fleet Services Fund	7413750-53200	$5,150	$4,070	**$9,220**
General Fund-Fire Department	1012501-52400	$1,365	$1,115	**$2,480**
As-needed	Various	$6,000	$4,615	**$10,615**
TOTAL		**$55,500**	**$44,500**	**$100,000**

Prepared by: Steve Howlett, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager, Omar Castro, Water Division Manager, Eric Zetz, Division Manager, Jose Arreola, Fleet Services Manager, Philip Schwieder, Streets Division Manager, Eric Storrie, Special Districts Manager

ATTACHMENTS

1. A-8263 1st Amendment
2. UniFirst - A-8263 Original Agreement
3. Presentation

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Unifirst Corporation ("Vendor"). This Trade Services Amendment amends the Agreement entered into on February 1, 2021, 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 "October 31, 2024."

2. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to $770,000.

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

☐Jennifer Yates, Purchasing Agent [2]

ATTEST:

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

APPROVED AS TO FORM:

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

UNIFIRST CORPORATION

Steven Sintros, CEO Date

David Difillipo, [3] Date
Executive Vice President

1 The City Council must authorize and the Mayor must execute any agreement over $200,000.

2 The Purchasing Agent may execute any authorized agreement up to $200,000.

3 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.

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: 2-1-21

(2) Vendor: UniFirst Corporation

(3) Services: Uniform Rental, Purchase and Laundry Services

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: January 31, 2024

(6) Total Agreement Amount: $670,000

(7) City's Project Manager: Brian Yanez, Assistant Public Works Director

(8) Vendor's Project Manager: Victor Sosa, District Service Manager

(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:	*FOR CITY:*
10244 Norris Avenue	305 West Third Street, East Wing, Third Floor
Pacoima, CA 91331	Oxnard, CA 93030
Attn: Victor Sosa, District Service Manager	Attn: Brian Yanez, Assistant Public Works Director

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
victor_sosa@unifirst.com	brian.yanez@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:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☐ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-I)

COUNCIL APPROVED
1/5/2021 K3
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. Invoices may be emailed to: invoices@oxnard.org.

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.

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.

a. 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.

b. 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.

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 $16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, 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 1982-84=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.

a. 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.

b. 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.

c. 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.

d. 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

1-5-20
■ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

R. Chaparro 1/6/2021
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 12-1-20
Stephen M. Fischer, City Attorney (always required) Date

UNIFIRST CORPORATION

David DiFilippo 12-8-2020
David DiFilippo,[2] Date
Senior Vice President

William Mattson 12/8/2020
William Matson, Date
Regional Vice President

[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.

[2] 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.

SCOPE OF SERVICES EXHIBIT

Any requests by the City for additional uniform items, replacement items, change in size, etc. needs to be made to Vendor by the Supervisor or Manager of each Division. Individual employees may not make any uniform requests directly to Vendor; the City will not pay for these charges.
Vendor shall provide uniforms for City staff and any and all staff providing temporary or supplemental labor services on behalf of the City.

RENTAL, PURCHASE AND LAUNDRY

At initiation of the contract, all uniform items are to be supplied new and unused.

Uniform rentals, purchases and laundry service items are provided to locations/divisions as follows:

ADVANCED WATER PURIFICATION FACILITY: 5700 S. PERKINS RD., OXNARD, CA 93033
Technical Services

WASTEWATER: 6001 S. PERKINS RD., OXNARD, CA 93033
Collection System Maintenance
Treatment System Maintenance
Treatment Operations
Laboratory Services

WATER CAMPUS: 251 S. HAYES AVE., OXNARD, CA 93030
Distribution
Meter Shop
Treatment

GENERAL SERVICES DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030
Facility Maintenance
Custodial Services
Graffiti Action Program

STREETS DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030
Traffic Signals

FLEET SERVICES: 2 LOCATIONS FOR DELIVERIES: 1060 PACIFIC AVE., OXNARD, CA 93030 AND 111 S. DEL NORTE BLVD., OXNARD, CA 93030

PARKS DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030

ENVIRONMENTAL RESOURCES: 111 S. DEL NORTE BLVD., OXNARD, CA 93030

SURVEY DEPARTMENT: 305 W 3RD ST., EAST WING, 2ND FL, OXNARD, CA 93030

FIRE ADMINISTRATION OFFICE: 360 W. 2ND ST., OXNARD CA, 93030

FIRE STATION 1: 491 S. K ST., OXNARD CA, 93030

FIRE STATION 2: 531 E. PLEASANT VALLEY RD., OXNARD CA, 93033

FIRE STATION 3: 150 HILL ST., OXNARD CA, 93033

FIRE STATION 4: 230 W. VINEYARD AVE., OXNARD CA, 93036

FIRE STATION 5: 1450 COLONIA RD., OXNARD CA, 93030

FIRE STATION 6: 2601 PENINSULA RD., OXNARD CA, 93035

FIRE STATION 7: 3300 TURNOUT PARK CIRCLE, OXNARD CA, 93036

FIRE STATION 8: 3000 S. ROSE AVE., OXNARD CA, 930303

LAUNDER

Vendor shall launder rented or purchased garments.

Uniforms shall be delivered on hangers, pressed, wrinkle free and ready to wear. Any uniform delivered otherwise will be rejected and no rental or laundering fee paid. Vendor shall replace garments not properly washed or ironed within two (2) working days.

Division supervisors may order additional new uniforms throughout the term of the contract, in which case these provisions shall apply.

MEASUREMENTS OF INDIVIDUALS

At the start of the contract, Vendor shall take employee measurements on-site at each location. Vendor shall work with the Division Supervisor to coordinate dates and times for measurements. Alterations may be required for certain individuals and Vendor shall supply cost associated with each uniform alteration.

Additionally, Vendor shall be responsible for individual measurements and resultant fit of the uniforms. Vendor should allow for shrinkage on rental garments of about three (3) to five (5) inches. Also, an employee shall be able, at no additional charge to the City, to switch sizes if his/her shirt or pant size increases or decreases.

Vendor shall maintain a record of the size of each uniform item for each employee that has been issued a uniform. Vendor shall add or delete items and quantities, as required, to meet the City's needs.

INVENTORY TRACKING

Vendor shall issue new rental uniforms to employees at the beginning of the contract period as specified. The inventory per person per week will be determined by the City and is subject to change to meet changing requirements of the City operations. Thereafter, Vendor shall maintain sufficient stock to provide complete new uniform sets within one (1) to two (2) weeks for newly hired employees. The City reserves the right to add and remove employees at the per uniform item costs listed in the Request for Proposal Bid Document.

Vendor shall track inventory of City-owned garments submitted for laundry, repair or replacement.

PICK UP/DELIVERY

Vendor is responsible for pick-up and delivery of all uniform items (rental and City-owned).
Vendor shall pick up soiled garments once a week from each unit location and deliver on hangers to the same location within one (1) week. Vendor shall pickup and deliver uniforms once per week for fifty-two (52) weeks per year. Delivery of uniforms shall be complete unless otherwise noted.

Vendor shall complete an itemized list of the rental or City-owned uniform items and quantity being picked up for laundering. Vendor shall submit a copy of the itemized list to the unit for reconciliation when the clean garments are returned. Vendor shall remain at the delivery site while the garments are checked in. Vendor shall correct any discrepancy (missing items, damaged items, garments not properly washed, etc.) within two (2) days and issue a revised itemized list of reconciliation.

DAMAGED/REPAIR ITEMS

All uniform items supplied will be in good condition and will be maintained and repaired as needed. Uniform items must be clean and free of holes, rips and/or tears. New garments will be supplied when uniforms are beyond reasonable repair, at no additional fee to the City.

The City recognizes its financial obligation for any uniform items that are ruined by actions of the employee or those items that have lasted the life of the uniform item. The life of the uniform, or "wear and tear" period, shall be determined by the Vendor and requires written approval by the City. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the request for proposal bid documents.

LOST/MISSING ITEMS

New garments will be supplied if uniform items are lost by the Vendor, at no additional fee to the City. The City recognizes its financial obligation for any uniform items that are lost by the employee. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the request for proposal bid documents.

UNIFORM PROVISIONS

The City will not allow miscellaneous charges to the quoted weekly uniform price including, but not limited to:

a) Route bag charges
b) Make-up charges
c) Name emblems
d) Shipping and handling charges
e) Large and/or tall sizes

Vendor shall have a laundering charge separate from the rental charge. The City will only pay to launder items that are submitted for cleaning each week.

Vendor shall mark or label each rental item of clothing clearly, but inconspicuously, to permit employee (user) identification. Patching and threading on rental garments must be of the same material as the rental garment.

Vendor shall provide name labels as directed by Divisions and City logos for each shirt, jacket, coverall, lab coat, safety vest and rain suit and any other product as requested by Division and include any charge as part of the proposal price. There will be no additional charge to the City for the labels and logos. Logos and labels can be embroidered, or ironed on. The locations will vary slightly depending on the uniform item and will be specified by the Division Manager. Prior to beginning the contract, the City and successful Vendor will meet to agree upon the exact placement, colors, materials, etc. of the logos and name labels. The successful Vendor will provide samples of all finished products for approval by City staff before production and initial issue.

Also, City logos, provided by Vendor, shall be placed on every cap and knit cap. The City logo will be placed in the center of the front of each cap and knit cap.

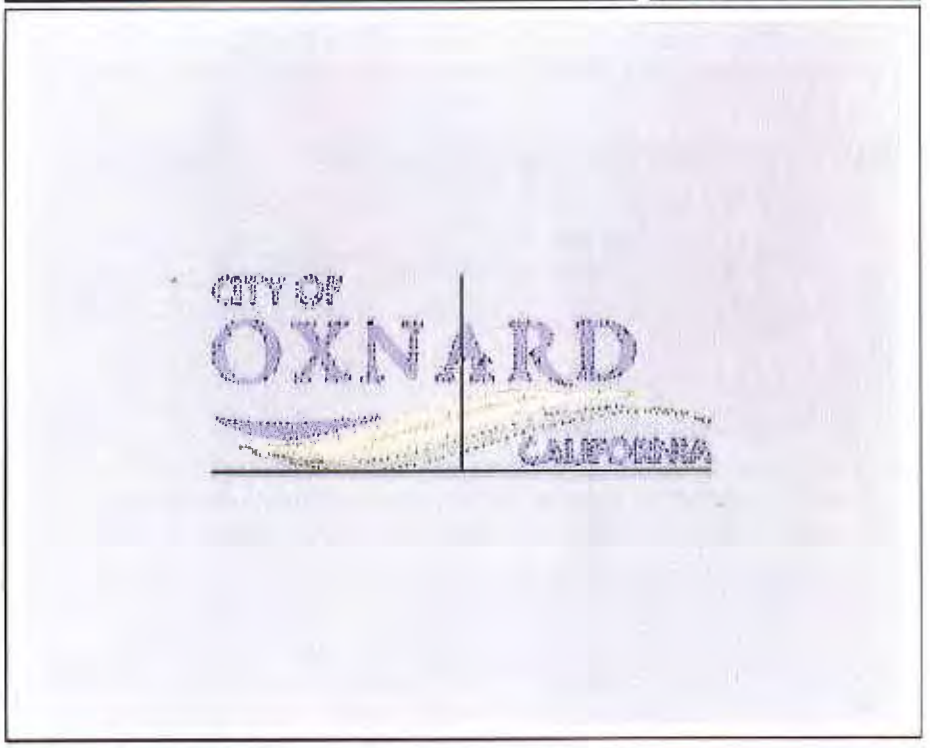
Embroidery must meet the standards of the City's logo requirements.

Vendor shall guarantee that, during the term of the contract, all new employee uniform items and replacement items for existing employees will be delivered within one (1) to two (2) weeks of the order.

UNIFORM CITY LOGO DIMENSIONS

Left Chest Embroidery:

%CoName%		
Date : 12/09/12	Name : 1253864	Scale : 1.000 : 1.0
Stitches : 4695	Ref : 0000020e-20120802-044933	Width : 101.52
Customer : Unspecified		Height : 39.00



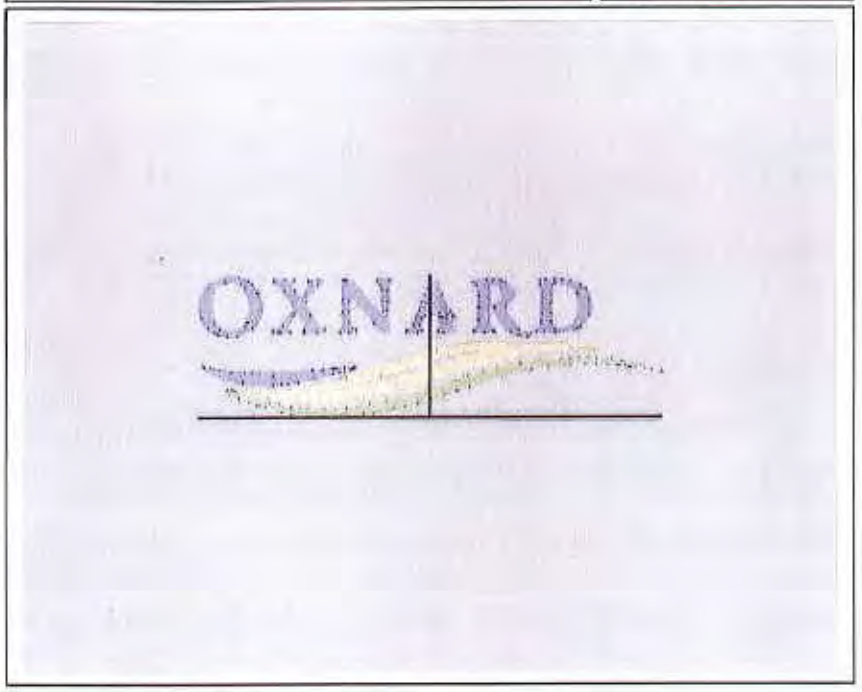
Threads Used	Colour Sequence
(1) 1767 Dollar Blue	1
(2) 1771 Mustard	2
(3) 1701 Green	3
	1

Description / Special Instructions :

ORANGE KNIT

Beanie Embroidery:

%CoName%		
Date : 03/12/12	Name : 1257324	Scale : 1.000 : 1.0
Stitches : 3681	Ref : 00000020e-20120802-044933	Width : 101.2 mm
Customer : Unspecified		Height : 30.6 mm



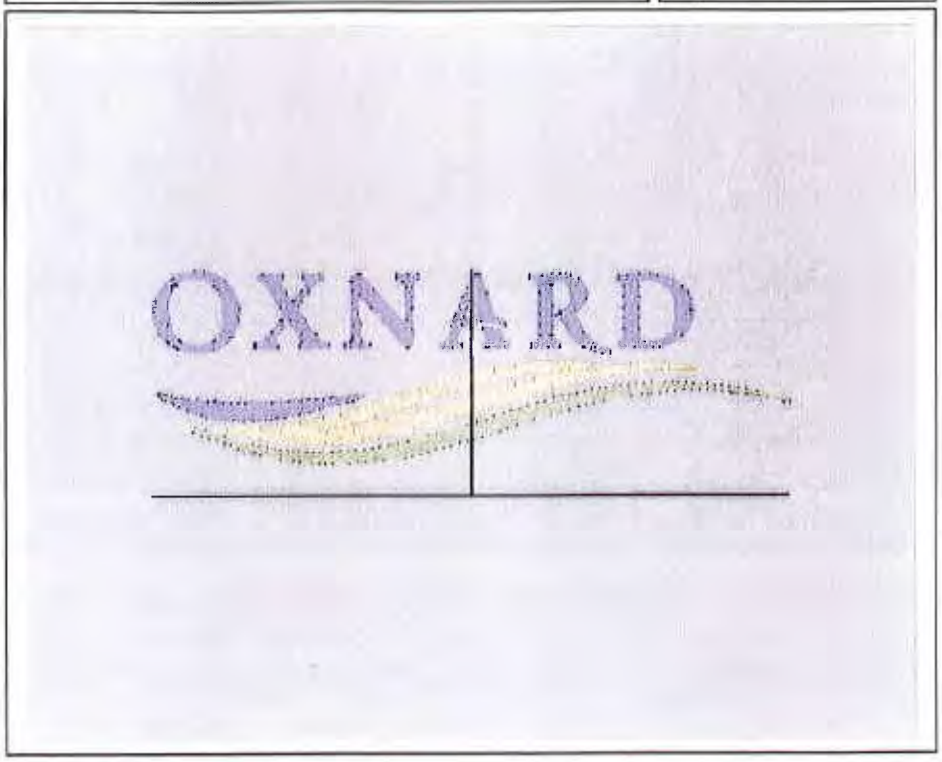
Threads Used	Colour Sequence
(1) 1771 Mustard	1
(2) 1701 Green	2
(3) 1767 Dollar Blue	3

Description / Special Instructions :

KNIT HAT FRONT (BLACK)

Hat Embroidery:

%CoName%		
Date : 03/12/12	Name : 1257325	Scale : 1.000 : 1.0
Stitches : 4736	Ref : 0000020e-20120802-044933	Width : 126.9 mm
Customer : Unspecified		Height : 44.5 mm



Threads Used	Colour Sequence
(1) 1771 Mustard	1
(2) 1701 Green	2
(3) 1767 Dollar Blue	3

Description / Special Instructions :

HAT FRONT (BLACK)

MISCELLANEOUS ITEMS PROVISIONS

The City will not pay any soiled "minimum guarantee" quantities for mats, terry towels or bath towels. The City will only pay for the actual quantity of soiled items exchanged.

The quantity of work to be performed and materials to be furnished are approximations only, being provided as a basis for the comparison of bids. The City does not guarantee that the actual amounts required will correspond with those shown. The City may increase or decrease the amount of any item or portion of work to be performed or materials to be furnished, or the City may omit any such item or portion.

The City recognizes its financial obligation for any miscellaneous items that are lost by the City. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the Request for Bid Documents.

BILLING AND CREDITS

Vendor shall submit invoices weekly and separated by each division location. The invoice shall include the division location, account number, names of employees, employee unit name, the number and type of garments rented and laundered or the number and type of City-owned items laundered and all associated costs.

RATES AND COSTS EXHIBIT

Item No.	1	2
Item	Long Polyblend Work Pants	Long Denim Jean Pants
Material	35% cotton, 65% polyester	100% cotton
Weight	Minimum 7.75 oz	Minimum 14.5 oz
Style/Specifications	Men's & Women's sizes required 2 back pocket 2 set-in hip pockets Heavy-duty brass zipper Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Plain/flat front Slack style	Men's & Women's sized required 5 pockets Heavy-duty brass zipper Metal Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Blue denim
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.16	$.26
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $16.00	1. $18.00
2. 2XL/Waist 42	2. $16.00	2. $18.00
3. 3XL/Waist 44	3. $18.00	3. $19.00
4. 4XL/Waist 46	4. $18.00	4. $19.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$12.99	$14.99
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	3	4
Item	Short Sleeve Poly/Cotton Work Shirt	Long Sleeve Poly/Cotton Work Shirt
Material	35% cotton, 65% polyester	35% cotton, 65% polyester
Weight	Minimum 4.25 oz	Minimum 4.25 oz
Style/Specifications	Men's & Women's sizes required 2 –piece back yoke 2 button-through chest pockets Short sleeve—double-turned hems Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit	Men's & Women's sized required 2-piece back yoke 2 button-through chest pockets Long sleeve—lined cuffs, button closure Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit
Color	Any	Any
City Logo requirements	Embroidered, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.12	$.12
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $10.00	1. $10.00
2. 2XL/Waist 42	2. $10.00	2. $10.00
3. 3XL/Waist 44	3. $11.00	3. $11.00
4. 4XL/Waist 46	4. $11.00	4. $11.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$9.00	$9.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	5	6
Item	Short Sleeve Polo Shirt	T-Shirts
Material	100% woven/spun polyester	100% Ultra Cotton
Weight	Minimum 4.25 oz	Minimum 7.5 oz
Style/Specifications	One Chest Pocket on top left Hemmed sleeves Collar 3 button Placket	Short sleeves Pocket on top left
Color	Any	Any
City Logo requirements	Embroidered, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
		Purchase only
Rental Cost: Per Unit Per Week	$.13	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $13.00	1. $7.00
2. 2XL/Waist 42	2. $13.00	2. $7.00
3. 3XL/Waist 44	3. $14.00	3. $8.00
4. 4XL/Waist 46	4. $14.00	4. $8.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$12.00	$7.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	7	8
Item	Lined Service Jacket	Low-Shrink Hooded Zip-Front Sweatshirt
Material	35% combed cotton, 65% polyester	80% cotton 20% polyester shell
Weight	Minimum 7.5 oz	Minimum 9 oz
Style/Specifications	Button cuffs 2 side slash pockets Quilted permanent lining Midweight Lined Hip-length Heavy Duty Zipper	Fade resistant Shrink resistant Zip front Pouch-front pocket Set-in sleeves Ribbed cover-stitch waist Ribbed cuffs Machine wash, dry
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
		Purchase only
Rental Cost: Per Unit Per Week	$.36	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $28.00	1. $22.00
2. 2XL/Waist 42	2. $28.00	2. $22.00
3. 3XL/Waist 44	3. $29.00	3. $23.00
3. 4XL/Waist 46	4. $29.00	4. $23.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$25.00	$22.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	9	10
Item	Lined Water-Resistant Jacket	Long Sleeve Metal Button Front Coveralls
Material	100% polyester or other non-nylon material	100% cotton
Weight		Minimum 8.5
Style/Specifications	Water-resistant Matte polyurethane, or similar finish Adjustable snap cuffs 2 slash side pockets Fold-away lined hood, optional Midweight Fleece or similar lining Hip-length Zipper	Pre-shrunk 100% cotton 8.5 oz. twill Sized to be worn over clothes One-piece topstitched collar Concealed, heavy-duty button front Chest pockets and rule pocket on right leg Two set-in front pockets and two patch hip pockets Industrial launderable
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.40	$.40
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $34.00	1. $27.00
2. 2XL/Waist 42	2. $34.00	2. $27.00
3. 3XL/Waist 44	3. $35.00	3. $28.00
4. 4XL/Waist 46	4. $35.00	4. $28.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$32.00	$25.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	11	12
Item	Solid Safety Vest – ANSI Class 2	High Visibility (Safety) Rain Jacket – ANSI Class 3
Material	100% polyester tricot	100% polyurethane-coated (or similar) polyester
Weight	Minimum 2.95 oz	
Style/Specifications	2 inch silver reflective tape Hook-and-loop closure Heavy duty Withstands a minimum of 25 washes	Waterproof Breathable Zipper closure with storm flap Detachable rollaway hood 2 inch silver reflective tape/material
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
	Purchase	Purchase
Rental Cost: Per Unit Per Week	Purchase only	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included	Included
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $13.00	1. $48.00
2. 2XL/Waist 42	2. $13.00	2. $48.00
3. 3XL/Waist 44	3. $14.00	3. $50.00
4. 4XL/Waist 46	4. $14.00	4. $50.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$11.00	$46.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	13	14
Item	Structured Flexfit Cap	Reflective Jackets
Material	Cotton	65% polyester, 35% cotton
Weight	N/A	N/A
Style/Specifications	Soil repellant Quick drying Flexfit	Reflective ANSI Class
Color	Any	Any
City Logo requirements	Embroidered on, front center	Screen Printed, front-left
Rent/Purchase	Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
	Purchase only	
Rental Cost: Per Unit Per Week	Purchase only	$.32
Laundry Cost: Rental Item - Per Item Per Week	Purchase only	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $7.00	1. $30.00
2. 2XL/Waist 42	2. $7.00	2. $30.00
3. 3XL/Waist 44	3. $7.00	3. $32.00
4. 4XL/Waist 46	4. $7.00	4. $32.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$7.00	$30.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	15	16
Item	3' x 4' Floor Mats	3' x 5' Floor Mats
Material	Non-specific	Non-specific
Weight	N/A	N/A
Style/Specifications	3 feet x 4 feet Heavy rubber backing	3 feet x 5 feet Heavy rubber backing
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent	Rent
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$1.25	$1.25
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. Rental only	1. Rental only
2. 2XL/Waist 42	2. Rental only	2. Rental only
3. 3XL/Waist 44	3. Rental only	3. Rental only
4. 4XL/Waist 46	4. Rental only	4. Rental only
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	No cost	No cost
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 months

Item No.	17	18
Item	3' x 10' Floor Mats	4' x 6' Floor Mats
Material	Non-specific	Non-specific
Weight	N/A	N/A
Style/Specifications	3 feet x 10 feet Heavy rubber backing	4 feet x 6 feet Heavy rubber backing
Color	Any	Any
City Logo requirements	N/A	Embroidered, center
Rent/Purchase	Rent	Rent
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$2.50	$2.00
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. Rental only	1. Rental only
2. 2XL/Waist 42	2. Rental only	2. Rental only
3. 3XL/Waist 44	3. Rental only	3. Rental only
4. 4XL/Waist 46	4. Rental only	4. Rental only
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	No cost	No cost
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 months

Item No.	19	20
Item	Shop Towels	Knit Cap
Material	Non-specific	100% acrylic
Weight	N/A	N/A
Style/Specifications	18 inches	Fold-up cuff
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent	Rent
Provide as Specified?	Yes X No ☐	Yes X No ☐
		Purchase only
Rental Cost: Per Unit Per Week	$.05	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Purchase only
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $.35	1. $5.00
2. 2XL/Waist 42	2. $.35	2. $5.00
3. 3XL/Waist 44	3. $.35	3. $5.00
4. 4XL/Waist 46	4. $.35	4. $5.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$.35	$5.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 Months

Item No.	21	22
Item	Short Sleeve Work Shirt (Enhanced Visibility)	Work Pants (Enhanced Visibility)
Material	65% polyester, 35% cotton	65% polyester, 35% cotton
Weight	N/A	N/A
Style/Specifications	Reflective ANSI Class	Reflective ANSI Class
Color	Any	Any
City Logo requirements	Embroidered, front-left	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.21	$.24
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1 S - XL/Waist 30 – 40	1. $20.00	1. $22.00
2. 2XL/Waist 42	2. $20.00	2. $22.00
3. 3XL/Waist 44	3. $22.00	3. $24.00
4. 4XL/Waist 46	4. $22.00	4. $24.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$20.00	$22.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	23	24
Item	Long Sleeve 100% Cotton Shirt	Short Sleeve Polo Shirt
Material	100% Cotton	100% Cotton
Weight	6 oz.	6 oz.
Style/Specifications	Men's & Women's sizes required 2 –piece back yoke 2 button-through chest pockets Short sleeve—double-turned hems Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit	N/A
Color	Any	Any
City Logo requirements	Embroidered, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.15	$.16
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $14.00	1. $14.00
2. 2XL/Waist 42	2. $14.00	2. $14.00
3. 3XL/Waist 44	3. $16.00	3. $16.00
4. 4XL/Waist 46	4. $16.00	4. $16.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$14.00	$14.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	25	26
Item	Long 100% Cotton Work Pants	Bath Towels
Material	100% Cotton	Non-specific
Weight	Minimum 7.75 oz	N/A
Style/Specifications	Men's & Women's sizes required 2 back pocket 2 set-in hip pockets Heavy-duty brass zipper Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Plain/flat front Slack style	22x44
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent/Purchase	Rent
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.19	$.48
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $17.00	1. $1.25
2. 2XL/Waist 42	2. $17.00	2. $1.25
3. 3XL/Waist 44	3. $19.00	3. $1.25
4. 4XL/Waist 46	4. $19.00	4. $1.25
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$17.00	$1.25
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	27	28
Item	Lab Coat	Long Sleeve 100% Cotton Shirt (Enhanced Visibility)
Material	80% polyester 20% cotton poplin	100% Cotton
Weight	Minimum 5 oz	6 oz.
Style/Specifications	Men's & Women's sizes required Pre-cured durable press One-Piece Lined Notched lapel Left breast pocket Bartacked pencil stall Two lower pockets Side-vent openings	N/A
Color	Any	Any
City Logo requirements	N/A	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.12	$.26
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $11.00	1. $23.00
2. 2XL/Waist 42	2. $11.00	2. $23.00
3. 3XL/Waist 44	3. $13.00	3. $25.00
4. 4XL/Waist 46	4. $13.00	4. $25.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$11.00	$23.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	29	30
Item	Flame Resistant Long Sleeve Shirts with Silver Or Double Yellow Reflective Striping	Flame Resistant Pants with Silver or Double Yellow Reflective Striping
Material	Flame Resistant	98% aramid fiber 2% static dissipative fiber
Weight	Minimum 4.5 oz	Minimum 6 oz
Style/Specifications	Men's & Women's sizes required Retroreflective silver or double yellow tape on front, across back and around sleeves Chest pocket flaps Reinforced pencil stall in left pocket	Men's & Women's sizes required Retroreflective silver or double yellow tape around both knee areas Heavy-duty brass zipper Dress style comfort waistband with button Two front pockets Two rear welt pockets (one with button)
Color	Any	Any
City Logo requirements	Screen Printed, front-left	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.87	$.87
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $79.00	1. $79.00
2. 2XL/Waist 42	2. $79.00	2. $79.00
3. 3XL/Waist 44	3. $81.00	3. $81.00
4. 4XL/Waist 46	4. $81.00	4. $81.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$79.00	$79.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	31	32
Item	Flame Resistant Long Sleeve Metal Button Front Coveralls with Reflective Silver or Double Yellow Tape	Crewneck Fleece Sweatshirts
Material	Flame Resistant	80% Cotton 20% Poly fleece
Weight	Minimum 8.5	Minimum 12 oz
Style/Specifications	Men's & Women's sizes required Retroreflective silver or double yellow tape on front, across back and around sleeves Chest pocket flaps Reinforced pencil stall in left pocket	
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
		Purchase only
Rental Cost: Per Unit Per Week	$1.23	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Purchase only 9 1
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $112.00	1. $21.00
2. 2XL/Waist 42	2. $112.00	2. $21.00
3. 3XL/Waist 44	3. $114.00	3. $23.00
4. 4XL/Waist 46	4. $114.00	4. $23.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$112.00	21.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

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.

11/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-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**					

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

SAMPLE

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

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: 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 Trade Services Agreement A-8263 with UniFirst Corporation for Uniform Rental, Purchase, and Laundry Services for Multiple Divisions

Eric Zetz, Environmental Resources Manager
Public Works Department

Public Works and Transportation Committee
December 12, 2023

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with UniFirst Corporation for uniform rental, purchase and laundry services for multi-divisions; extending the term for nine months from January 31, 2024 to October 31, 2024 and increasing the contract total by $100,000 for a new contract total not to exceed $770,000.

BACKGROUND

- Public Works Department provides uniforms to approximately 345 employees in various divisions:

  Environmental Resources
  Water
  Wastewater
  Street Maintenance
  Parks
  Facilities Maintenance
  Fleet Services

- Various types of uniforms are provided specific to their respective job duties

BACKGROUND

- Uniforms are provided to employees in following unions per their MOU:
  - -International Union of Operating Engineers (IUOE)
  - -Service Employees International Union (SEIU)

- Uniforms help to identify staff as well as act as a first level of protection for personal protective equipment

- Uniforms, along with shop towels and rags, are laundered on a weekly basis

- This agreement includes uniform purchases and floor mat rentals, and floor mats at each fire station and fire administration building

DISCUSSION

- On January 5, 2021, the City Council approved Agreement Number A-8263 for $670,000 with UniFirst Corporation (UniFirst) for citywide uniform rental, purchase, and laundry services from February 2, 2021 to January 31, 2024

- On September 18, 2023, in anticipation of the expiration of Agreement A-8263 in February 2024, the City's Purchasing Division conducted a formal solicitation for uniform rental, purchase, and laundry service

- City received no solicitation responses prior to the deadline of October 18, 2023

DISCUSSION

- Prospective bidders cited poor timing for their company, or change in staffing that resulted in a lack of a response from their company

- All bidders expressed interest in submitting a proposal if the City were to release a new solicitation

- Staff negotiated with UniFirst to extend the current agreement by nine months with no increase to current rental rates to allow staff time to issue a new solicitation to be brought to Council by early fall of 2024

FINANCIAL IMPACT

- Total cost of this Amendment with UniFirst shall not exceed $100,000 with a new total contract value of $770,000 through October 31, 2024

- There are sufficient funds in the various funds within the City Council approved FY 2023-24 Operating Budget.

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

CITY OF OXNARD CALIFORNIA

End of Presentation