

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/09)
Contract No. 4857-09-CM

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 1st day of September, 2009, by and between the City of Oxnard ("City") and Gibbs International Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Selection, acquisition, and installation of diesel particulate filters in City vehicles as described in Exhibit A, Scope of Services, attached hereto and incorporated by this reference in full herein.
2. Vendor shall provide such services according to the schedule delineated in Exhibit A, Scope of Services, Item 13, attached hereto and incorporated by this reference in full herein. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.
3. This Agreement shall begin on September 1, 2009, and shall end on December 31, 2011. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials. Vendor reserves the right to cancel this agreement or execution of any contract at any time before a purchase order has been issued without any liability or claims thereof against Vendor.
4. City shall pay Vendor a not-to-exceed amount of \$800,000 per the schedule outlined in Exhibit C, Compensation, attached hereto and incorporated by this reference in full herein.
5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$13.49 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2010, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
 - b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.
 - c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
 - d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement

a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

7. Insurance

a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-I, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-I.

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

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

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

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business license.

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

12. Any notices to Vendor may be delivered personally or by mail addressed to: Gary Mueller, Gibbs International, 2201 East Ventura Boulevard, Post Office Box 5206, Oxnard, CA 93031. Any notices to City may be delivered personally or by mail addressed to: Bill Birch, City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 1, Oxnard, CA 93030.

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

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg
Alan Holmberg, City Attorney

GIBBS INTERNATIONAL INC

Gary Mueller
Gary Mueller, Parts Manager

APPROVED AS TO INSURANCE:

James Cameron
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Bill Birch
Bill Birch, Project Manager

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

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7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A
LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

EXHIBIT A
SCOPE OF SERVICES

Vendor shall:

1. Select, acquire, and install diesel particulate filters (DPF) in vehicles identified by City as indicated on Appendix A. Vendor shall be responsible for insuring that all DPFs meet Best Available Control Technology (BACT) as certified by the California Air Resources Board (CARB) at the time of installation. All necessary materials, components, and expertise to accomplish this retrofit shall be the responsibility of Vendor.
2. Provide all records and reporting tools required by CARB and qualified to offer optional on-line CARB record-keeping if requested.
3. Provide and install appropriate labels as required by CARB. These labels must withstand high heat and potential damage from oil, water, fuel, or other chemicals typical for the vehicles' work environment. Metal plates are preferred.
4. Provide DPF cleaning services to City, including appropriate ash disposal service.
5. Schedule retrofits at least one week in advance with City.
6. Certify that all retrofit solutions are Level 3+ by CARB at the time of installation. Purifilter Plus is Carb Level 3+ Verified.
7. Certify that retrofit components are compatible with Biodiesel blends up to and including B20. Vendor shall indicate the highest Biodiesel blend for which product is CARB certified.
8. Certify that DPF is Silicon Carbide material, with a stainless steel body and end caps with quick coupling clamps.
9. Certify that retrofits are Purifilter Plus Hybrid (incorporates electric elements with a passive regenerating Purifilter DPF)
10. Certify that active DPF utilizes a 240 single-phase electrical outlet
11. Complete or provide for all retrofits. If work is sublet, Vendor shall remain as the sole responsible party.
12. Complete all work at Gibbs International or City locations.
13. Complete DPF installations according to the following schedule:
 - At minimum, complete 2009 required retrofits by December 31, 2009.
 - At minimum, complete 2010 required retrofits by November 30, 2010.
 - At minimum, complete 2011 required retrofits by November 30, 2011.
14. Use certified, factory-trained technicians for all installations.

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15. Install required regeneration panels. (See Exhibit B, City's Responsibilities, Item 5, regarding adequate power.)
16. Data logging is not necessary. (See Exhibit B, City's Responsibilities, Item 4, regarding opacity test requirement.)
17. Certify that retrofits cannot have exhaust temperature requirement.
18. Certify that components must be standard production items.
19. Certify that retrofit systems must have an early warning backpressure monitor alert on each unit.
20. Certify that installations shall be vertical wherever space allows.
21. Provide training material regarding installation, operation, and maintenance procedures for each product supplied by Vendor. Please note if training material is available in video format.
22. Provide technical assistance on an as-needed basis after installation.
23. Commence work after meeting with City representatives.
24. Certify that warranty shall be manufacturer's standard but not less than one (1) year. Warranty shall cover defects in materials, parts, and workmanship from date of acceptance. Vendor shall make all repairs without cost to City within manufacturer's warranty period. Vendor shall make warranty repairs in field at equipment location or pick up and return repair machine. All shipping charges, mileage charges for service technicians, parts and labor required during warranty period shall be at the expense of Vendor.
25. Provide all pre-delivery service and warranties.
26. Provide the following warranties:
 - For vehicles with gross vehicle weight rating (GVWR) of at least 33,000 lbs. and engines rated above 250 hp—5 years or 150,000 miles, whichever may come first.
 - For vehicles with GVWR of at least 19,500 to 33,000 lbs.—5 years or 100,000 miles, whichever may come first.
 - For vehicles with GVWR of less than 19,500 lbs.—5 years or 60,000 miles, whichever may come first.
27. Install the Purifilter™ Plus DPF in conformity with the ARB Executive Order letter pertaining to this retrofit device, including the listing of the Engine Family of each engine to be retrofitted.

**EXHIBIT B
CITY'S RESPONSIBILITIES**

The City of Oxnard shall:

1. Allow for annual price increases, beginning July 1, 2009, for documented cost increases from verified BACT vendors for materials only.
2. Issue a purchase order for the work to be completed.
3. Pay Vendor within thirty (30) days of acceptance of goods or services and receipt of invoice, whichever occurs last.
4. Provide Vendor with a current Opacity Test prior to installation of DPF.
5. Provide sufficient 240V power to specified point of Regeneration Panel Installation.

**EXHIBIT C
COMPENSATION**

Vendor shall be compensated according to the following schedule. Sales tax shall be added whenever applicable.

Retrofitting Group 2 vehicles, including parts and labor:

With less than 300 hp	Not to exceed \$9,910 each
With less than 400 hp	Not to exceed \$10,350 each

Retrofitting Group 3 vehicles, including parts and labor:

With less than 300 hp	Not to exceed \$9,910 each
With less than 400 hp	Not to exceed \$11,035 each

Other services, if needed:

On-site DPF cleaning services at all locations on an as-needed basis, which may include evenings and weekends	\$250 each
Off-site cleaning services at Vendor's location	\$175 each

The number of vehicles to be retrofitted per year are as follows:

By December 31, 2009	23 vehicles
By November 30, 2010	Up to 18 vehicles
By November 30, 2011	Up to 19 vehicles

City of **Grand**
 Vehicles Requiring DPFs
 Gibbs International Trade Services Agreement No. 4857-09-CM

Item #	City Equip #	Engine Family Number	Engine Year	Horse Power	Liters	Vehicle Make	Vehicle Model	Engine Make	Engine Model	GVWR	Vehicle Type	Repowered?	Model Year	Emissions Rule	Compliance Year
1.	3031	7.3L	1995		7.3 L	International	4700	International	T444		2 ton flat bed/side loader	no	1995	Public Fleet	12/31/2009
2.	3110	TCE661EJDATW	1996	350	10.8 L	Kenworth	T800	Cummins	M11-350		Tractor Truck	no	1996	Public Fleet	12/31/2009
3.	3113	TCE661EJDATW	1996	350	10.8 L	Kenworth	T800	Cummins	M11-350		Tractor Truck	no	1996	Public Fleet	12/31/2009
4.	3114	TCE661EJDATW	1996	350	10.8 L	Kenworth	T800	Cummins	M11-350		Tractor Truck	no	1996	Public Fleet	12/31/2009
5.	3115	TCE661EJDATW	1996	350	10.8 L	Kenworth	T800	Cummins	M11-350		Tractor Truck	no	1996	Public Fleet	12/31/2009
6.	3442	YCEXH0359BAP	2000	185	5.9 L	Freightliner	FL60	Cummins	ISB-185		2 ton flat bed/side loader	no	2001	Public Fleet	12/31/2009
7.	3585	7.3L	2002		7.3 L	Ford	F450	Ford	Powerstroke		1 1/2 ton dump	no	2002	Public Fleet	12/31/2009
8.	3698	3NVXH0530ANB	2003		6.0 L	International	7400	International	DT 530E		Vacuum Truck	no	2004	Public Fleet	12/31/2009
9.	3727	3CEXHO661MAT	2003	370	10.8 L	International	9200	Cummins	ISM-370		Tractor Truck	no	2004	Public Fleet	12/31/2009
10.	05100	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2005	SWCV	12/31/2009
11.	05101	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2005	SWCV	12/31/2009
12.	05102	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2005	SWCV	12/31/2009
13.	05103	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2005	SWCV	12/31/2009
14.	05104	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2005	SWCV	12/31/2009
15.	05105	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2005	SWCV	12/31/2009
16.	05106	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2005	SWCV	12/31/2009
17.	05200	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Front Loader	no	2005	SWCV	12/31/2009
18.	05201	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Front Loader	no	2005	SWCV	12/31/2009
19.	05202	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Front Loader	no	2005	SWCV	12/31/2009
20.	05203	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Front Loader	no	2005	SWCV	12/31/2009
21.	05204	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Front Loader	no	2005	SWCV	12/31/2009
22.	06076	5CEXH0540LAH	2006	300	8.8 L	Autocar	Xpeditor	CUMMINS	IS300	58,100	Roll Off	no	2006	Public Fleet	12/31/2009
23.	06077	5CEXH0540LAH	2006	300	8.8 L	Autocar	Xpeditor	CUMMINS	IS300	58,100	Roll Off	no	2006	Public Fleet	12/31/2009

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City of Oxnard
Vehicles Requiring DPFs
Gibbs International Trade Services Agreement No. 4857-09-CM

Item #	City Equip #	Engine Family Number	Engine Year	Horse Power	Liters	Vehicle Make	Vehicle Model	Engine Make	Engine Model	GVWR	Vehicle Type	Repowered?	Model Year	Emissions Rule	Compliance Year
24.	3591	2CPXH0442HBX	2003		8.7 L	CAT	L7500	CAT	205KW / 3129		Vactor	no	2002	Public Fleet	12/31/2010
25.	3724	3CEXH0661MAT	2003	370	10.8 L	International	9200	Cummins	ISM-370		Tractor Truck	no	2004	Public Fleet	12/31/2010
26.	3725	3CEXH0661MAT	2003	370	10.8 L	International	9200	Cummins	ISM-370		Tractor Truck	no	2004	Public Fleet	12/31/2010
27.	3726	3CEXH0661MAT	2003	370	10.8 L	International	9200	Cummins	ISM-370		Tractor Truck	no	2004	Public Fleet	12/31/2010
28.	3741	4NVXH06.0AED	2004		6.0 L	FORD	E-350	FORD	Power Stroke	14,050	E350 Box Van	no	2004	Public Fleet	12/31/2010
29.	05205	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Front Loader	no	2006	SWCV	12/31/2010
30.	05206	5CEXH0540LAE	2005	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Front Loader	no	2006	SWCV	12/31/2010
31.	06032	6.0L	2006		6.0 L	Ford	F450	International	A325		Flat bed	no	2006	Public Fleet	12/31/2010
32.	06100	5CEXH0540LAH	2006	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2006	SWCV	12/31/2010
33.	06101	5CEXH0540LAH	2006	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2006	SWCV	12/31/2010
34.	06102	5CEXH0540LAH	2006	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2006	SWCV	12/31/2010
35.	06103	5CEXH0540LAH	2006	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2006	SWCV	12/31/2010
36.	06104	5CEXH0540LAH	2006	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2006	SWCV	12/31/2010
37.	06105	5CEXH0540LAH	2006	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2006	SWCV	12/31/2010
38.	06106	5CEXH0540LAH	2006	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2006	SWCV	12/31/2010
39.	06107	5CEXH0540LAH	2006	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2006	SWCV	12/31/2010
40.	06108	5CEXH0540LAH	2006	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2006	SWCV	12/31/2010
41.	06109	5CEXH0540LAH	2006	330	8.8 L	Autocar	Xpeditor	CUMMINS	ISL330	58,100	Side Loader	no	2006	SWCV	12/31/2010

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City of Dixon
 Vehicles Requiring DPFS
 Gibbs International Trade Services Agreement No. 4857-09-CM

Item #	City Equip #	Engine Family Number	Engine Year	Horse Power	Liters	Vehicle Make	Vehicle Model	Engine Make	Engine Model	GVWR	Vehicle Type	Repowered?	Model Year	Emissions Rule	Compliance Year
42.	2260	DTI-466	1985		7.6 L	International	1954	International	B210C		5 ton dump	no	1986	Public Fleet	12/31/2011
43.	2263	DTI-466	1986		7.6 L	International	1954	International	B210C		5 ton dump	no	1986	Public Fleet	12/31/2011
44.	2282	DTI-466	1986		7.6 L	International	1954	International	B210C		10 ton dump	no	1987	Public Fleet	12/31/2011
45.	2556	HFM07.8EPB1-D1	1987	170		Elgin	G-0175-D	Ford	170C		Sweeper	no	1987	Public Fleet	12/31/2011
46.	2563	7.3LD	1989		7.3 L	International	1654	International	A155		2 ton dump	no	1989	Public Fleet	12/31/2011
47.	2564	DTA 466	1988		7.6 L	International	S1900	International	D210C		Flat Bed Stake	no	1988	Public Fleet	12/31/2011
48.	2565	7.3 LD	1989		7.3 L	International	1654	International	A155		Crane/Utility	no	1988	Public Fleet	12/31/2011
49.	2616	093E	1989		14.01	International	9370 Eagle	Cummins	NTC 350		Bob Tail Tractor	no	1989	Public Fleet	12/31/2011
50.	2617	093E	1989		14.01	Autocar	9370 Eagle	Cummins	NTC 350		Bob Tail Tractor	no	1989	Public Fleet	12/31/2011
51.	2618	11526342	1989		14.01	International	9370 Eagle	Cummins	Formula 350		Vacuum Truck	no	1989	Public Fleet	12/31/2011
52.	2623	7.3LD	1989		7.3 L	International	4600	International	A155		2 ton chipper	no	1989	Public Fleet	12/31/2011
53.	2624	8.2L	1989		8.2L	GMC	TC70	GM	40877100		2 ton stake bed dump	no	1989	Public Fleet	12/31/2011
54.	2691	7.3L	1989		7.3 L	International	4600	International			Front loader dump	no	1989	Public Fleet	12/31/2011
55.	2726	8.2L	1989		8.2L	GMC	6000	GM	40877100	17,340	Tire truck with crane	no	1990	Public Fleet	12/31/2011
56.	2782	7.3L	1990		7.3 L	International	4600	International	A155		2 ton dump/side lift	no	1991	Public Fleet	12/31/2011
57.	2815	7.3L	1991		7.3 L	International	4600	International	A155		1 1/2 ton mixer/crane	no	1991	Public Fleet	12/31/2011
58.	2845	7.3L	1991		7.3 L	Ford	F450	International	A166		2 ton flat bed/side loader	no	1991	Public Fleet	12/31/2011
59.	3257	6.5L	1988		6.5 L	Chevrolet	3500 HD	GM	6.5L TR		1 ton dump bed	no	1988	Public Fleet	12/31/2011
60.	3335	7.3L	1989		7.3 L	Ford	SUPER DUTY	Ford	Powerstroke		1 1/2 ton chipper	no	1999	Public Fleet	12/31/2011

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**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.

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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. 4857-09-CM
300 West Third Street, Suite 302
Oxnard, California 93030

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**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE
 COMPANY LETTER **B**

COVERAGES

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

SAMPLE

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> 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				

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

CERTIFICATE HOLDER
 City of Oxnard
 Attn: Risk Manager
 Reference No. 4857-09-CM
 300 W. Third Street, Suite 302
 Oxnard CA 93030

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ATTACHMENT NO. 2

PAGE 16 OF 23

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

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

Telephone: _____

NAMED INSURED

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
- COMPREHENSIVE GENERAL LIABILITY
- OWNERS & CONTRACTORS PROTECTIVE

- Claims Made
- Retroactive Date _____
- Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE AGGREGATE

- GENERAL
- PRODUCTS/COMPLETED OPERATIONS
- PERSONAL & ADVERTISING INJURY
- FIRE DAMAGE
- _____
- _____

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:

Name: _____
 Address: _____
 Telephone: () _____

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

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: Risk Manager
 Reference No. 4857-09-CM
 300 W. Third Street, Suite 302
 Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

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

Signature _____
 (original signature required)

Telephone: () _____ Date Signed _____

**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: Risk Manager

Reference No. 4857-09-CM

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

PRODUCER

JOHN G. MAJORS
 1033 W. AVENUE J, Suite C
 LANCASTER, CA 93534

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.

COMPANIES AFFORDING COVERAGE

COMPANY A	HARCO NATIONAL INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	
COMPANY E	

ED **GIBBS ITERNATIONAL, INC.**
DBA GIBBS IDEALEASE
 2201 E. VENTURA BOULEVARD
 OXNARD, CA 93030

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN' AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	INCLUDED IN GARAGE LIABILITY			EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	INCLUDED IN GARAGE LIABILITY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HAZARD I POLICY	CPP 0000837-25	2/1/2009	2/1/2010	AUTO ONLY - EA. ACCIDENT \$500,000 OTHER THAN AUTO ONLY EAG ACC \$500,000 AGGREGATE N/A
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	BU- 0000837- 25	2/1/2009	2/1/2010	EACH OCCURRENCE \$7,000,000 AGGREGATE N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL ITEMS

COVERAGE APPLIES PER THE ATTACHED GENERAL LIABILITY AND AUTO LIABILITY SPECIAL ENDORSEMENTS.

ATTACHMENT NO. 2

PAGE 19 OF 23

CERTIFICATE HOLDER

ADDITIONAL INSURED, INSURER LETTER

CANCELLATION

CITY OF OXNARD
ATTN: RISK MANAGER
REFERENCE NO. 4857-09-CM
 300 W. THIRD STREET, SUITE 302
 OXNARD, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

A. J. Burch

1-800-448-4642

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SCHEDULE OF NAMED INSURED(S)

Policy Number
CPP0000837 25

HARCO NATIONAL INSURANCE COMPANY

Named Insured GIBBS INTERNATIONAL, INC.

Effective Date: 02-01-09
12:01 A.M., Standard Time

Agent Name JOHN MAJORS

Agent No. 000114WC40

THE NAMED INSURED IS AMENDED TO READ:

GIBBS INTERNATIONAL, INC.
DBA: GIBBS IDEALEASE
DBA: GIBBS TRUCK CENTERS
DBA: GIBBS QUIK N QUIK OUT
TRUCK CENTER
GIBBS TRUCK RENTAL

ATTACHMENT NO. 2

PAGE 21 OF 23

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. N/A
ISSUE DATE (MM/DD/YY)
7/9/09

PRODUCER
JOHN G. MAJORS
1033 WEST AVENUE J, SUITE C
LANCASTER, CA 93534

POLICY INFORMATION:
Insurance Company: Harco National Insurance Company
Policy No.: CPP 00837-25
Policy Period: (from) 2/1/2009 (to) 2/1/2010
LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

Telephone: 1-800-448-4642

NAMED INSURED
GIBBS INTERNATIONAL, INC.
DBA GIBBS IDEALEASE, INC.
2201 E. VENTURA BLVD.
OXNARD, CA 93030

Deductible Self-Insured Retention (check which) of \$ 1,000 COMEBACK
with an Aggregate of \$ N/A applies to GARAGE LIABILITY
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
 COMPREHENSIVE GENERAL LIABILITY
 OWNERS & CONTRACTORS PROTECTIVE

Claims Made
Retroactive Date _____
 Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE
\$500	Not Applicable

- GENERAL
 PRODUCTS/COMPLETED OPERATIONS
 PERSONAL & ADVERTISING INJURY
 FIRE DAMAGE
 INCLUDED WITHIN THE GARAGE
 LIABILITY POLICY

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:

Name: Harco National Insurance Company
Address: P.O. Box 68309
Schaumburg, IL 60168-0309
Telephone: (800) 448-4642

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

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

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

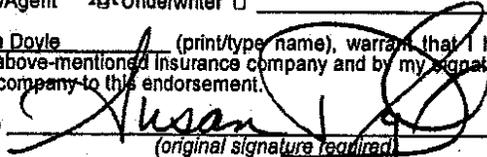
ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. 4857-09-CM
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

I, Susan Doyle (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: (800) 448-4642 Date Signed 7/9/09

ATTACHMENT NO. 2

PAGE 22 OF 23

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.
N/A

ISSUE DATE
7/9/09

PRODUCER
JOHN G. MAJORS
1033 WEST AVENUE J, SUITE C
LANCASTER, CA 93534

POLICY INFORMATION:

Insurance Company: Harco National Insurance Company
Policy No.: CPP 0000837-25
Policy Period: (from) 2/1/2009 (to) 2/1/2010
LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

Telephone: 1-800-448-4642

Deductible Self-Insured Retention (check which) of \$ 1,000 Comeback
with an Aggregate of \$ N/A applies to GARAGE LIABILITY
coverage. Per Occurrence Per Claim (which)

NAMED INSURED
GIBBS INTERNATIONAL, INC.
DBA GIBBS IDEALEASE, INC.
2201 E. VENTURA BLVD.
OXNARD, CA 93030

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 INCLUDED IN GARAGE LIABILITY POLICY

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ 500,000 per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: Harco National Insurance Company

Address: P.O. Box 69309

Schaumburg, IL 60168-0309

Telephone: (800) 448-4642

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: Risk Manager

Reference No. 4857-09-GM

300 W. Third Street, Suite 302

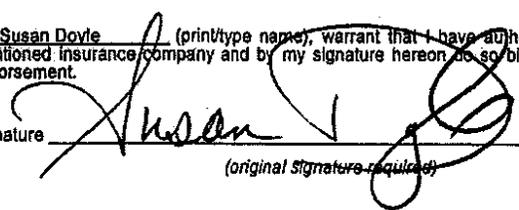
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter

I, Susan Doyle (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: (800) 448-4642

Date Signed