

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/09)
Contract No. 4844-09-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 TW Mobile Engineering Technologies ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Installation of equipment in new Ford Crown Victoria Police Interceptors 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, Items 23-25, 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 September 1, 2012, with option to renew for two one-year periods if agreed upon by both parties. 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 \$432,000 as outlined in Exhibit B, City's Responsibilities, Item 7, 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.

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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.

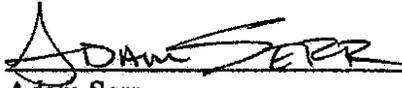
12. Any notices to Vendor may be delivered personally or by mail addressed to: Adam Serr, TW Mobile Engineering Technologies, 10729 Wheatland Avenue, Santee, CA 92071. Any notices to City may be delivered personally or by mail addressed to: Joseph Rodriguez, City of Oxnard, Fleet Services Division, 1060 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

TW MOBILE ENGINEERING
TECHNOLOGIES

Dr. Thomas E. Holden, Mayor

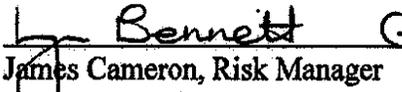


Adam Serr

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk



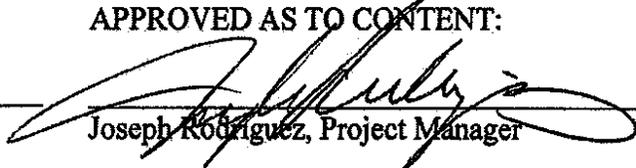
James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Alan Holmberg, City Attorney



Joseph Rodriguez, 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.

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6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 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.

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EXHIBIT A

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.

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EXHIBIT A
SCOPE OF SERVICES

Vendor shall:

1. Meet minimum standards of specifications; minor deviations may be considered.
2. Outfit the vehicles provided to the Oxnard Police Department with the highest quality in workmanship and materials possible.
3. Outfit 2009/2010 Ford Crown Victoria Police Interceptors. Vehicles shall be outfitted as Patrol cars (marked units) with prisoner seats and outfitted as Unmarked cars without prisoner seats. Components used in outfitting shall be new, first-quality units, except as specified herein.
4. Complete vehicles with all equipment and accessories necessary for satisfactory operation. The unit shall be serviced, cleaned, and ready for immediate operation when picked up.
5. Provide two (2) booklet copies of wiring schematics and photographs indicating electrical wiring design and paths used in fabricating the vehicle upon completion and acceptance of the first vehicle.
6. Provide warranty service beginning at the time the vehicle goes into service with the City of Oxnard, not when the equipment or labor is performed. All components shall be warranted for the period of time specified by the manufacturer.
7. Perform warranty repairs (or his/her agent) at the City Fleet Facility or at the vendor's place of business with the vendor supplying transportation to and from the City Fleet Facility.
8. Not assign, transfer, convey, or otherwise dispose of this agreement in any manner, unless approved in writing by City. Vendor shall be an independent service provider for all purposes and no agency, either expressed or implied, exists.
9. Agree that City alone shall determine if a substitute item is equal to what was requested, and the decision shall be final.
10. Guarantee that the units submitted shall be new and the latest and most improved model of current productions, and shall be of first quality as to workmanship and materials used in said units. All notifications shall be made at the factory. New equipment is defined as equipment that is made up completely of unused genuine original parts. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable.
11. Guarantee that all equipment listed shall be fully operable upon delivery. Operational condition shall be defined as per the manufacturer's current specifications.

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12. Invoice City a not-to-exceed amount of \$8,788 (plus sales tax) per Patrol car and \$5,288 (plus sales tax) for Unmarked Police cars. Vendor shall be allowed to increase prices by not more than 3.5% in each subsequent model production year.
13. Be aware that City has periodic needs for the equipping of new vehicles that will be added to its existing fleet. These vehicles will be configured using new parts from the current inventory purchased by City and the balance provided by Vendor until the stocks within City are depleted. Once all City inventory has been expended, Vendor shall supply all necessary itemized parts and labor to comprise a turn-key unit.
14. Assure City that all work shall be performed using a reliable, fully-equipped and professionally-staffed installation and repair shop that shall provide City with the following services:
 - The professional equipping of new municipal vehicles with a specific standardized list of equipment supplied by City that is to be stocked and warranted by Vendor
 - The installation of similar equipment on other City vehicles not specified in Vendor's agreement, with a fixed hourly rate, not-to-exceed parts markup, and parts markup not to exceed contract rate installed on City vehicles with more equipment or less equipment as directed for special applications.

Vendor shall provide City with the services described pursuant to the terms and conditions delineated herein.

15. Deliver City vehicles at current location of 1060 Pacific Avenue, Oxnard, CA 93030. This location is accessible Monday through Friday from 6:00 a.m.–5:00 p.m. All transportation costs to the City of Oxnard shall be the responsibility of Vendor. City reserves the right to adjust the location and operating times with advance notice to Vendor.
16. Be responsible for all vehicles, including delivery, interim transport, and storage of said vehicles and equipment, while vehicles are under Vendor's care, control, and custody. Vendor shall ensure that reliable and properly licensed and insured drivers deliver City vehicles. Vendor shall be responsible for maintaining the appropriate insurance coverage for all activities involving its drivers and their contact with, or storage of, City vehicles and equipment. Vendor shall be responsible for all facets of liability from the time the vehicles are turned over by City until an authorized City representative has signed for the delivery/return of such vehicles and equipment. Proof of said insurance shall be required from Vendor prior to the issuance of a Purchase Order.
17. Ensure that the vehicle is clearly marked 'OUT OF SERVICE' on all four (4) sides in any instance that Vendor transports a marked police vehicle. The vehicle must be marked as such during any and all times that Vendor has possession of said vehicle on any public roadway.
18. Be required to deliver to City of Oxnard's Fleet Services Division the vehicle, keys, and a completed invoice for said vehicle upon completion of services or repairs by Vendor and

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the subsequent return of the vehicle or equipment for inspection by authorized City staff. Upon delivery, vehicles and equipment shall be of a condition so as to be placed back into service immediately.

19. Furnish a completely operational system whether or not all items necessary to make the system operational are specified, including but not limited to all cable, wiring, switches, controllers, transformers, amplifier, fuses, junction blocks, connectors, hardware, grommets, hangers, brackets, boxes, housings, bulbs, screws, nuts, bolts, washers, face plates, covers, mounting hardware, adapters, modules, fixtures, weapon brackets, shoes and plates, radio connections, antennas, microphones, and software, programming, setup, etc.
20. Perform all installation and warranty work using a fully-equipped and professionally-staffed installation and service center. Vendor shall provide a detailed description of their facility or service center. If the installer is a Ford drop ship center, they must provide their drop ship code. A description shall be provided with the location and its conformance to the requirements herein, as well as address, phone number, repair shop and parts room size (square footage of each), number of repair bays, details of major repair and diagnostic equipment, size of parking area, size of secure storage area, and the type and number of full-time employees at this location.
21. Reserve a staging area at their facility of a minimum of eight (8) parking spaces for the exclusive use of City vehicles in for service or maintenance. These spaces shall be so designated for the duration of this agreement and be located in a fully fenced and alarmed secure area on Vendor's property. Security shall be provided 24 hours a day, 7 days a week. Failure to provide said secured staging area may be grounds for termination of the agreement.
22. Provide the name and title of any employee that will serve as City's single point of contact. It is essential that Vendor provide a permanent person matching this description to serve as a dedicated direct line of communication between Vendor and the City of Oxnard's Fleet Services Division.
23. Complete any repair—warranty or non-warranty—within one (1) working day from the time that Vendor has been notified by City. Vendor shall have the option of repair or component replacement to ensure the vehicle's return to service by the close of business the day following City's notification. Working days (business days) for the purposes of this agreement are Monday through Friday, 6:00 a.m.-5:00 p.m. excluding City-observed holidays. Days outside of these provisions are not counted in the performance provisions set herein. Any deviation from the above one-day condition must be reported to the City of Oxnard's Fleet Services Division before close of business on the due date, along with a reason for non-compliance.
24. Complete installation of equipment on new vehicles within five (5) working days of receipt of the new vehicles and notification from City. A working day is defined as starting at 6:00 a.m. and ending at 5:00 p.m. and includes Monday through Friday excluding any City-observed holidays. The vehicles shall be returned, installation completed, fully functional

and "in service" condition by the end of the fifth working day. Due to the nature of deliveries to City from the manufacturer or dealer, Vendor shall be capable of performing the installation standards set forth above for a minimum of five (5) completed vehicles per week.

25. Be issued a purchase order for the work to be completed. Upon notification that the purchase order has been received, Vendor shall have a maximum of sixty (60) calendar days to acquire the needed equipment to complete the first vehicle build for inspection and acceptance by City. The first completely outfitted vehicle is to be inspected at Vendor's location prior to delivery to the City of Oxnard's Fleet Services Division. Once the first vehicle is accepted, Vendor shall be required to complete a minimum of five (5) vehicles per week and deliver completed vehicles to the City of Oxnard's Fleet Services Division at 1060 Pacific Ave., Bldg. 1, Oxnard, CA. More vehicles will be accepted each week, but the Fleet Services Division must be notified to accept the vehicles. If the parts cannot be obtained in the required timeframe, the City contact person must be notified. If parts are available and a vehicle can be completed prior to the sixty (60) days, this is also acceptable. Once the first vehicle is accepted, all vehicles listed on the purchase order must be completed at a minimum of five (5) vehicles per week until completion of the run.
26. Be allowed to refer to a factory-authorized repair shop to accomplish the necessary repair for equipment requiring factory warranty repairs. Only the equipment *may* be sent to an outside facility, not the actual City vehicle. Under no circumstance is the City vehicle to be sent to another facility. Vendor shall have the option to install a replacement part or piece of equipment on the City vehicle and retain the warranted part for use on another City vehicle in the future in order to place said vehicle back into service as quickly as possible.
27. Provide the required performance standard for repairs or installations. Each calendar day that exceeds the required performance standard for repairs or installations shall result in a daily "loss of use" fee of \$50 per vehicle, assessed against Vendor and deducted from the remittance. Exceptions to assessing the loss of use fee may be entertained in events beyond Vendor's control, including but not limited to acts of God, fire, war, strike, commandeering of materials or facilities by the government, etc. Evaluating justification for waiving said fee for such cause is at the sole discretion of City. Damage to a City-owned vehicle done by way of accident, poor installation, or negligence by Vendor or Vendor's employees or subcontractor causing factory OEM or replacement parts to be obtained, or any bodywork performed not specified in the agreement must be identified to City in writing and approved by City before repairs can be done. Failure to make said notification can be grounds for termination of this agreement.
28. Provide the City of Oxnard's Fleet Services Division with a complete service package of the installation containing a schematic drawing including a wiring diagram with location of junction blocks, fuses, and the manner in which the installation is tied into the vehicle's systems within two weeks of delivery of the first completed vehicle installation of each type of installation. This package shall include all operation, installation, and service manuals, and warranty information for each of the individual components installed on the vehicle. This package shall be reflective of a standard, professional, uniform method of

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installation to be used consistently by Vendor as well as to facilitate troubleshooting and service for City, and should be prepared accordingly. Any change made to the installation or type of equipment or vehicle used shall result in a new schematic service package provided to City with the delivery of the first vehicle completed with such changes. Wire shall be of SXL (Crossed Linked Polyolefin Insulated) XLP type and meet the following specifications:

- Ford (MI L-85A) or equal and Chrysler (MS-591 9) or equal wire specifications
- Heat resistance rates according to SAE-J-1128
- Abrasion Resistance rating to meet or exceed MIL T-5438

29. Fuse every individual electrical devise separately. Only high-quality fuses and fuse holders shall be used per manufacturer's recommendations.
30. Securely mount, bolt, screw, or fasten all equipment and components to the vehicle. Use of industry standard or manufacturer approved or provided bracket or housing designed specific for the vehicle make, model, and year are preferred. Velcro is not considered a secure fastening method. When mounting to a plastic surface, the bolt or screw must be secured with a nut or locking device; this keeps the plastic from cracking, stripping, or damaging the plastic. All fabricated brackets must be approved by City prior to installation.
31. Protect or enclose all equipment, necessary accessories, and electronic components, including the wiring to and from these devices, to prevent damage from daily, harsh, and heavy-duty use of the vehicle. Equipment mounted in the trunk or rear compartment must be enclosed or covered or mounted on a trunk tray to prevent shifting items from damaging or affecting operation. Wiring run loose under the carpet or floor mat is not considered protected.
32. Locate and mount wiring, equipment, or components in a manner which must not block, interfere with, impede, or conflict with the safe operation of any standard vehicle controls or systems and safety devices. Equipment or equipment mounting that is in direct line of the passenger airbag will require a switch to disable the passenger airbag when the passenger seat is unoccupied. Roof-mounted light bar must be located above or behind the "B" pillar to provide adequate visibility from the front or rear of the vehicle. **City shall approve final mounting location of all equipment and components.**
33. Locate devices intended to be operated by the driver of the vehicle within reach while the driver is seated in the normal operating position secured by the seat belt, and the device shall be mounted in such a location as to require minimal distraction to operate. **City shall approve final mounting location of all equipment and components.** No components mounted on the interior roof line shall block the operator's vision or obstruct the movement of the rearview mirror.
34. Provide a fixed hourly rate to perform service on equipment and installations on existing fleet vehicles that are out of warranty, or as required by City for performing installations on other City vehicles not specifically covered by this agreement.

35. Provide to City a maximum parts percentage markup for all out-of-warranty parts or for additional equipment requested by City to be installed and not covered under attached 2009(10) Crown Victoria Specification Sheet. This item will also cover purchase of parts and equipment for installation on vehicles not specifically itemized on attached 2009(10) Crown Victoria Specification Sheet.
36. Ensure that all equipment installations are done in a professional manner so as to allow them to be easily accessed for service or replacement. Equipment must be mounted to allow for removal and reuse in other vehicles without permanent damage to the vehicle or equipment and the related components.
37. Cap, cover, or finish off all mounting hardware and fasteners protruding into the interior vehicle and trunk space to prevent any direct contact with the operator or passengers. No dangerous, hazardous, or uncomfortable sharp edges, exposed screw ends, cut metal, or rough surfaces may be left unfinished in the vehicle's interior.
38. Ensure that all wiring be part of a wiring harness designed for the equipment installed and is the same on each vehicle.
- All wire must be covered and mounted in rubber grommets whenever the wire is inserted through a metal structure and sealed against weather intrusion.
 - Wiring must be positioned above lowest vehicle frame cross member height to protect electrical system from ground obstacles.
 - All wiring and components such as transformers, amplifiers, terminals, junction blocks, connectors and all electrical parts and lighting must meet or exceed DOT/ICC standards.
 - No electrical tape shall be used for any connection.
 - All wire gauge must be a minimum of the manufacturer-recommended requirements. At no time shall a smaller wire gauge be used.
 - All power shall be obtained from a fuse block or battery (that meets limits for amp draw) or a separate power lead shall be used to the component. At no time shall any power lead be spliced to provide power for another source.
 - All wire harness shall be protected in a minimum of split loom. Any time a cable harness runs through a metal structure, the metal structure shall have a properly sized rubber grommet installed and weather protected.
 - All wire is to be color-coded, with no repeats in the color on the same gauges of wire.
 - All wiring of the same color must be differentiated by a continuous trace of a different color.
 - All wire shall be clearly labeled at a minimum of every six (6) inches as to identify the component.
39. Supply to the City of Oxnard's Fleet Services Division, at the time of delivery of a finished build, a full set of documentation for said vehicle type to include:
- Parts list with manufacturer's paperwork for parts
 - Contact information for all warranty service centers for parts installed
 - Complete wiring schematic for type of build and component location diagram
 - List of all vehicle numbers that documentation provided applies to

Any changes to a build shall require new documentation for all items listed above.

40. Specify and provide copies of all factory and component manufacturer's warranties and shall pay any costs of inspection and adjustment that may be necessary in accordance with warranty. The warranty for parts and labor shall be for a minimum of sixty (60) months from the date of delivery or the term specified in the equipment warranty, whichever is greater. Vendor shall provide City the address of the service facility and where a complete stock of repair parts is available.
41. Complete all work, under this agreement, at Vendor's normal place of business.
42. Receive payment only after City has inspected, tested, and accepted each completed vehicle and received all warranties, manuals, and schematics.
43. Construe these specifications as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by Vendor.
44. Agree to the following:

Pre-Installation Checklist:

Prior to the pick-up of any vehicle, Vendor shall inspect and sign an inspection checklist to verify all OEM components are working correctly and that there is no damage to the vehicle. If vehicles are drop-shipped, an inspection sheet will be faxed to Vendor to be signed prior to any work beginning on the vehicles. If deficiencies are noted, Vendor shall contact the City of Oxnard's Fleet Services Division to make arrangements with the vendor from which City purchased the vehicle to correct said deficiency prior to start of required work. Failure to sign inspection checklist prior to starting required work will result in Vendor being charged for repairs if not covered by factory warranty.

Post-Installation Checklist:

Vendor shall provide a post-installation check sheet consisting of all the items listed in the pre-installation checklist plus, but not limited to:

- All up fitter installed components with serial number and start date of warranty on components
- All up fitter installed components are working correctly.
- All factory equipment is working correctly.
- All panels removed are secured with factory connectors.
- Vehicle has been cleaned of all installer supplies and debris.

A vehicle shall not be considered accepted until this post-installation checklist is signed by an authorized City representative. Payment shall not be awarded until after the vehicle is accepted by City.

2009(10) Crown Victoria Specification Sheet	UNMARKED CAR	
COMPONENT/SERVICES	PART NUMBER	COST/UNIT
Federal Signal Touchmaster Siren Controller	UTM4-OP9 & (100)	\$
Federal Signal Public Address Microphone	MNCT-SB	\$
Federal Signal Red/White 18" LED Map Light	LF18TSB-LED	\$
Federal Signal UPKM module	UPKM-3	\$
Federal Signal Alternating Headlight Flasher	656101-06	\$
Federal Signal CUDA TriOptic LED red/blue mirror mount w/ bracket	352022-34	\$
Federal Signal Solaris Mini-ILS amber/blue	501940-9292-9393	\$
Federal Signal 100-Watt Speaker	MS100	
Federal Signal Strobe Kit	46127	
911 Data Mobile Data Computer		\$
Motorola 2-way Radio	AAM25KKF9DP6N	\$
Motorola Heavy Duty Microphone	HMN-1035C	\$
Setina Push Bar	PB400	\$
Antenex Antenna Mast 152-162 MHz 1/4 wave antenna	QW152	\$
Antenex Antenna Cable	MB8UM	\$
Three Position 12V Auxiliary Power Source – Adamson Industries	SW-14.0553	\$
Go Rhino Angle Console	53350	\$
Go Rhino Console Floor Mount Kit	53000	\$
Go Rhino Faceplate Motorola CDM 1550	53801	\$
Go Rhino Faceplate Federal Signal Touchmaster Siren Controller	53801	\$
Go Rhino Blank Faceplate	53801	\$
Go Rhino Dash Mount Kit for Data 911 Monitor	56050	\$
Go Rhino Keyboard Docker with tilt swivel	56010	\$
Go Rhino Swing Arm Extension for angle console	56020	\$
Go Rhino Microphone Brackets (qty 2)	53020	\$
Go Rhino Sliding Trunk Tray	54000	\$
ReoMobile Dual Cup Holder	SI 1025-000	\$
Antenna L for Sony Erickson GC83 PCMCIA modem card		\$
Amerex Fire Extinguisher 5lbs.	B 417	\$
Streamlight Flashlight Charger & Bracket	FL096	\$
Linemaster Foot Switch	2W809	\$
Dual Gun Rack System	supplied by PD	\$
Santa Cruz Gun Locks	SC-5	\$
Santa Cruz Gun Rack Timer	RC-15-GUN-AL	\$
Copeland Power Tamer	5001	\$
Decals- files to be provided by Fleet Services		\$
Miscellaneous Parts		\$
Labor		\$

Estimated completion time after receiving vehicle: _____

Note exceptions to above specifications (use separate sheet, if required): _____

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2009(10) Crown Victoria Specification Sheet	PATROL CAR	
COMPONENT/SERVICES	PART NUMBER	COST/UNIT
Federal Signal Light Bar	581034-00138	\$
3M Opticom Emitter (installed by Federal Signal)	3M792H	\$
Federal Signal Touchmaster Siren Controller Note: (100) is a black out function of the controller	UTM4-OP9 & (100)	\$
Federal Signal Public Address Microphone	MNCT-SB	\$
Federal Signal Red/White 18" LED Map Light	LF18TSB-LED	\$
Federal Signal 100-watt Speaker	MS-100	\$
Federal Signal Siren Speaker Bracket	8567079A-01	\$
Federal Signal Strobe Kit	46127	\$
Federal Signal UPKM module	UPKM-3	\$
Federal Signal Alternating Headlight Flasher	656101-06	\$
911 Data Mobile Data Computer		
Motorola 2-way Radio	AAM25KKF9DP6AN	\$
Motorola Heavy Duty Microphone	HMN-1035C	\$
Setina Prisoner Partition	10-RP	\$
Aedec Prisoner Seat System	CS 2191	\$
Setina Rear Window Barrier	513	\$
Setina Rear Door Panels	513DP	\$
Setina Lower Prisoner Panel Extension - Full Lower	302	\$
Setina Push Bar	PB400	\$
Antenex Antenna Mast 152-162 MHz 1/4 wave antenna	QW152	\$
Antenex Antenna Cable	MB8UM	\$
Three Position 12V Auxiliary Power Source - Adamson Industries	SW-14.0553	\$
Go Rhino Angle Console	53350	\$
Go Rhino Console Floor Mount Kit	53000	\$
Go Rhino Faceplate Motorola CDM 1550	53801	\$
Go Rhino Faceplate Federal Signal Touchmaster Siren Controller	53801	\$
Go Rhino Blank Faceplate	53801	\$
Go Rhino Dash Mount Kit for Data 911 Monitor	56050	\$
Go Rhino Keyboard Docker with tilt swivel	56010	\$
Go Rhino Swing Arm Extension for angle console	56020	\$
Go Rhino Microphone Brackets (qty 2)	53020	\$
Go Rhino Sliding Trunk Tray	54000	\$
ReoMobile Dual Cup Holder	SI 1025-000	\$
Antenna L for Sony Erickson GC83 PCMCIA modem card		
Amerex Fire Extinguisher 5lbs.	B 417	\$
Streamlight Flashlight Charger & Bracket	FL096	\$
Linemaster Foot Switch	2W809	\$
Dual Gun Rack System	supplied by PD	\$
Santa Cruz Gun Locks qty. 2 per car	SC-5	\$
Santa Cruz Gun Rack Timer	RC-15-GUN-AL	\$
Copeland Power Tamer	5001	\$
Decals- files to be provided by Fleet Services		\$
Black Vehicle Striping - painted on per sample		\$
Miscellaneous Parts		\$
Labor		\$

Estimated completion time after receiving vehicle: _____

Note exceptions to above specifications (use separate sheet, if required): _____

ATTACHMENT NO. 1

**EXHIBIT B
CITY'S RESPONSIBILITIES**

The City of Oxnard shall:

1. Provide all vehicles in new condition to Vendor.
2. Determine if a substitute item is equal to what was requested; the City's decision shall be final.
3. Issue a purchase order for the work to be completed.
4. Or may, after Vendor's installation of component, in emergency situations or when Vendor cannot be contacted or does not have the personnel to repair a component covered under the warranty of this agreement:
 - Send the vehicle to a different repair facility and charge the repair to Vendor
 - Repair the component at the City of Oxnard's Fleet Services Division at a labor rate of \$86 per hour to be charged back to Vendor
5. Reserve the right to provide some or all of the equipment or parts from City's new or used inventory and receive a full credit for that part on the contract price. If City is going to provide equipment, it will be noted prior to the signing of the agreement.
6. Pay all applicable taxes.
7. Pay Vendor a not-to-exceed amount of \$8,788 (plus sales tax) per Patrol car and \$5,288 (plus sales tax) per Unmarked Police car. Vendor shall be allowed to increase prices by not more than 3.5% in each subsequent model production year.
8. Pay Vendor within thirty (30) days of acceptance of goods or services and receipt of invoice, whichever occurs last.

**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. 4844-09-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.

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"/> ANY AUTO <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				

SAMPLE

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. 4844-09-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. 1

PAGE 19 OF 23

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

SUBMIT IN DUPLICATE

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

<p>PRODUCER</p> <p>Telephone: _____</p>	<p>POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits</p> <p><input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which) _____</p>
<p>NAMED INSURED</p>	<p>APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:</p> <p>CITY AGREEMENTS/PERMITS _____</p>
<p>TYPE OF INSURANCE</p>	

<p>GENERAL LIABILITY</p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> Retroactive Date _____ <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE <input type="checkbox"/> Occurrence</p>	<p>OTHER PROVISIONS</p>				
<p>LIABILITY LIMITS IN THOUSANDS \$</p>					
<p>COVERAGES</p> <p><input type="checkbox"/> GENERAL <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> PERSONAL & ADVERTISING INJURY <input type="checkbox"/> FIRE DAMAGE <input type="checkbox"/> _____ <input type="checkbox"/> _____</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">EACH OCCURRENCE</th> <th style="width:70%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"> </td> <td> </td> </tr> </tbody> </table> <p>Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____</p>	EACH OCCURRENCE	AGGREGATE		
EACH OCCURRENCE	AGGREGATE				

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.

<p>ENDORSEMENT HOLDER</p>	
<p>CITY OF OXNARD Attn: Risk Manager Reference No. 4844-09-CM 300 W. Third Street, Suite 302 Oxnard, CA 93030</p>	<p>AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____</p> <p>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.</p> <p>Signature _____ (original signature required)</p> <p>Telephone: () _____ Date Signed _____</p>

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone: _____

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

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

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:

- 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.
- 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 Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. 4844-09-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 _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID KP
TWMOB-1

DATE (MM/DD/YYYY)

07/07/09

PRODUCER Marrs Maddocks & Associates Insurance Svcs, Inc. #0818269 1903 Wright Place, Suite #280 Carlsbad CA 92008 Phone: 760-804-0402 Fax: 760-804-0942	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED TW Mobile Engineering & Technologies Inc. 10729 Wheatlands Ave Santee CA 92071	INSURER A: CompWest Insurance Co.	
	INSURER B: Axis Surplus Lines	26620
	INSURER C: Netherlands Insurance Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

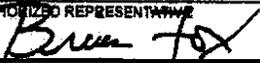
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ELP740162-09	06/10/09	06/10/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPOP AGG \$ 2000000
C		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	BA8455666	06/19/09	06/10/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	CA005004557-001	10/31/08	10/31/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B		OTHER Garagekeepers	ELP740162-09	06/10/09	06/10/10	Limit 50000 Ded 2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Oxnard is included as additional insured per form CG2010 0704 per written contract.
 *10 days notice of cancellation for non-payment of premium applies.

CERTIFICATE HOLDER

CANCELLATION

OXNARDB City of Oxnard Attn: Risk Mgmt 300 W. Third St, Ste 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER 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 INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/01)

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ATTACHMENT NO. 1

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POLICY NUMBER:
ELP740162-09

COMMERCIAL GENERAL
LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Oxnard	All operations performed by insured on behalf of certificate holder
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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ATTACHMENT NO. 1
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