

SECOND AMENDMENT TO AGREEMENT FOR ON-SITE CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for On-Site Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th day of April, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Genuine Parts Company ("Contractor"). This Second Amendment amends the Agreement entered into on May 15, 2007, by City and Contractor. The Agreement previously has been amended on November 28, 2008, by a First Amendment.

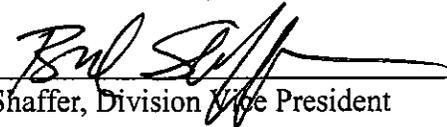
City and Contractor agree as follows:

1. In Section 10 of the Agreement, the date "May 31, 2010" is deleted and replaced with the date "May 31, 2011."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

GENUINE PARTS CO. DBA NAPA AUTO PARTS

Dr. Thomas E. Holden, Mayor

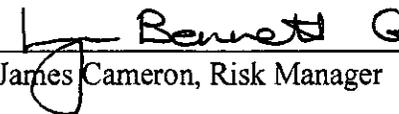


Brad Shaffer, Division Vice President

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk



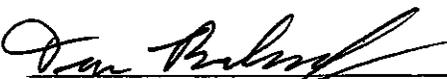
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



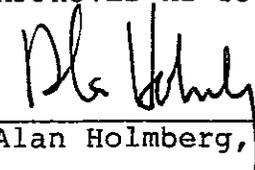
Michael Henderson, General Svcs. Supt.

APPROVED AS TO CONTENT:



Dan Berlenbach, Fleet Services Manager

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

ATTACHMENT NO. 1

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FIRST AMENDMENT TO AGREEMENT FOR ON-SITE CONSULTING SERVICES

This First Amendment, dated November 24, 2008, amends that certain Agreement for On-Site Fleet Parts Program ("Agreement"), dated May 15, 2007, entered into by and between the City of Oxnard ("City") and Genuine Parts Company ("Contractor").

WHEREAS, City and Contractor are parties to Agreement No. A-6801, an agreement for an on-site parts store ("Agreement"); and

WHEREAS, City desires Contractor to provide and manage tires for City; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree to amend the Agreement as follows:

A. Section 9 of the Agreement, City's Duties and Responsibilities, shall be amended to include the following additional responsibilities of City:

- c. City shall provide a designated area for Contractor's tire storage container.
- d. City shall provide limited tire technical assistance to Contractor upon request.
- e. City shall provide limited fabrication assistance to Contractor for construction of tire racks.

B. Exhibit A of the Agreement, Contractor's Duties and Responsibilities, shall be amended to include the following additional responsibilities of Contractor:

- 28. Contractor shall provide and manage tires for City.
- 29. Contractor shall provide a secure storage container for in-house tire storage.
- 30. Contractor shall provide all materials for construction of tire racks.
- 31. Contractor shall partner with a reputable tire service company that would meet all of City's service needs.
- 32. Contractor shall keep a designated inventory of pre-selected tires and shall maintain its inventory levels.
- 33. Contractor shall use only the pre-designated tire brands that City requests. Contractor shall use alternate tire brands only when authorized by City.
- 34. Contractor shall use only the pre-designated recap tire brands that City requests. Contractor shall use alternate tire brands only when authorized by City.
- 35. Contractor shall maintain and dispose of all used tires at Contractor's expense.
- 36. Contractor shall provide tire usage reports upon request by City. These reports shall include tire size and quantities used during a pre-determined period of time, for example: monthly, quarterly, or annually.
- 37. Contractor shall provide a Tire Retread Summary Report upon request by City. This report shall include the total number of tires submitted for re-treading, the number of tires rejected for re-treading as well as the reason(s) for the rejection, and the number of tires repaired.

COUNCIL APPROVAL

DATE: 3-10-09 AGENDA # I-1

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38. Contractor shall provide a Tire Retread Report that shows the comparison of the number of tires re-treaded versus not re-treaded by tire manufacturer's model ID.

39. Contractor shall provide a Retread History Report upon request by City. This report shall include the tire serial number, tire size, tire brand, casing model, and the number of times the tire has been re-treaded.

40. Contractor shall ensure that all tires sent out for re-treading are barcode labeled. The barcode label shall appear on both sides of the tire casing as well as on the Service Order copy given to Contractor by the re-treading dealer. A copy of the Service Order with the barcode label affixed to it shall be provided to City by Contractor.

41. Contractor shall ensure that all re-treaded tires sold to City are labeled. This label at a minimum shall include the tire manufacturer's name, tire serial number, the number of times the tire has been re-treaded, the tire size, and the name of the re-treading dealer.

C. Section 11 of Exhibit A of the Agreement, Contractor's Duties and Responsibilities, and restated below, shall apply to all tires purchased by City:

Upon termination or expiration of the Agreement, City shall purchase all then existing non-NAPA inventory maintained at the On-Site-Store on that date. The purchase price of such inventory shall be the then current acquisition cost of Contractor for the inventory items. City shall have the option of purchasing the NAPA inventory maintained at the On-Site-Store at Contractor's then current acquisition cost.

City and Contractor agree that as so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

GENUINE PARTS CO. dba NAPA AUTO PARTS



Dr. Thomas E. Holden, Mayor



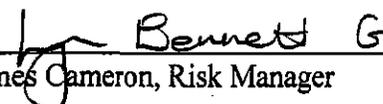
Brad Shaffer
Western Division Vice President

ATTEST:

APPROVED AS TO INSURANCE:



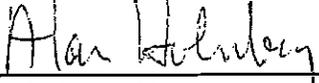
Daniel Martinez, City Clerk



James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

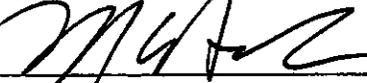


Alan Holmberg, City Attorney



Daniel Berlenbach, Fleet Services Manager

APPROVED AS TO CONTENT:



Michael Henderson, General Services Superintendent

ATTACHMENT NO. 1

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AGREEMENT FOR ON-SITE CONSULTING SERVICES

This Agreement for On-Site Fleet Parts Program ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of May, 2007, by and between the City of Oxnard, a municipal corporation ("City"), and Genuine Parts Company ("Contractor").

WHEREAS, City desires to hire Contractor to establish inventory in a City location to service the fleet parts requirements of City and to serve as the primary supplier of automotive replacement parts and other goods as required by City; and

WHEREAS, City desires to provide space for the Inventory on the premises of City for use by Contractor ("On-Site-Store") and agrees that Contractor will be City's primary supplier of the inventory pursuant to the terms herein; and

WHEREAS, Contractor represents that Contractor and/or Contractor's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Contractor hereby agree as follows:

1. Scope of Services

Contractor shall establish and operate an On-Site-Store at 1060 Pacific Avenue, Building 1, Oxnard, California 93030, and provide the Inventory as agreed upon by Contractor and City. Contractor agrees to perform the duties and responsibilities as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for City.

3. Coordination of Services

All services are to be coordinated with the Fleet Services Manager ("Manager") or designated Equipment Supervisor ("Supervisor") and shall be performed under the general direction of the Manager or Supervisor.

4. Place of Work

Contractor shall perform the services provided for in this Agreement at the On-Site-Store at 1060 Pacific Avenue, Building 1, Oxnard, California.

5. Correction of Errors

Contractor agrees to correct, at its expense, all errors which may be disclosed during review of Contractor's services. Should Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Contractor.

6. Principal in Charge

Contractor hereby designates Marvin Ortega as its principal-in-charge and person responsible for necessary coordination with Manager or Supervisor.

7. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

8. Living Wage

a. Contractor shall compensate any employee of Contractor 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, Contractor shall pay such employee no less than \$12.88 per hour for each hour that such employee provides services under this Agreement, as such hourly rate is adjusted on July 1, 2007, 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, 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, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Contractor 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 Contractor, effective immediately.

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

9. City's Duties and Responsibilities

a. City agrees to perform the duties and responsibilities as more particularly set forth in Exhibit B attached hereto and incorporated by this reference in full herein.

b. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. Manager or Supervisor agrees to provide direction to Contractor as requested regarding particular project requirements.

10. Term of Agreement

This Agreement shall begin on June 1, 2007, and expire on May 31, 2010.

11. Renewal

City may extend the Agreement for an additional three years; however such extension, if any, shall be in one-year increments. To extend this Agreement, City shall notify Contractor in writing of City's intent to renew the Agreement to at least sixty (60) days prior to the expiration of the initial term or a renewal term.

12. Termination

a. This Agreement may be terminated by City if Manager notifies Contractor, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective sixty (60) calendar days from the date of delivery or mailing of such notice.

b. City may also terminate this Agreement if City is prevented from proceeding with the Agreement by law or official action of a public authority other than City, by the unavailability of City funds, or if Contractor violates any material provision of this Agreement. City may, by written notice to Contractor, terminate the Agreement if Contractor fails to perform services in a manner satisfactory to City. City shall be sole judge of non-performance.

c. City agrees to pay Contractor in full for all amounts due Contractor as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

d. This Agreement may be terminated by Contractor if Contractor notifies Manager, in writing, of Contractor's desire to terminate the Agreement. Such termination shall be effective sixty (60) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Contractor have been completed prior to the date of termination.

e. Upon termination of this Agreement by either party, each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. City shall allow Contractor full and unrestricted access to enter into the On-Site-Store and immediately remove all equipment and other items of personal property owned by Contractor without being deemed guilty of trespass or any other violation of law. All inventory records, sales history, sales and analysis and all other information generated by Contractor under this Agreement will be returned to City. Should Contractor fail to remove its inventory or other property for sixty (60) days after termination, Contractor agrees that the inventory shall be deemed abandoned by Contractor. City shall not thereafter be liable to Contractor or its successors or assigns as any manner of bailee of the inventory when and if City shall possess itself of the on-site-store at any time.

13. Compensation

a. Contractor shall invoice City for all inventory purchased pursuant to this Agreement on a bi-weekly basis. Contractor shall invoice City for reimbursement of Contractor's expenses, as provided for in Paragraph 14, on a monthly basis. City will pay all invoices within thirty (30) days of City's receipt of an invoice.

b. Contractor shall charge the City Contractor's cost plus nine (9%) percent on both NAPA and non-NAPA products, for an overall net nine (9%) percent profit to Contractor.

c. Contractor shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

14. Responsibility for Expenses

a. City agrees to reimburse Contractor for Contractor's expenses incurred in the performance of this Agreement as listed on Exhibit C attached hereto and incorporated by this reference herein. Exhibit C represents a typical sample of expenses which will be reported on a monthly basis by Contractor. City agrees to reimburse Contractor for additional expenses which may be incurred by Contractor due to changes in requirements of City, or volume of purchases made by City.

b. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Contractor in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Contractor, including, but not limited to rent, travel, entertainment and promotion, general liability and health insurance, and all compensation and benefits of employees or agents engaged by Contractor. Contractor shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Contractor in the performance of such services.

15. Non-Appropriation of Funds

Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

16. Warranty Disclaimer

All fleet parts supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and Contractor shall use reasonable commercial efforts to assist City in processing all warranty claims that City may have against a manufacturer. This will include (a) Researching the sale of the part in question; (b) Collecting all necessary documents for processing the warranty claim; (c) Processing the claim with the manufacturer; (d) Properly crediting City's account. The manufacturer's warranty will be the sole and exclusive remedy of City in connection with any warranty claims concerning the parts supplied to the City pursuant to this Agreement. **CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Copies of the manufacturer's warranties shall be made available to City upon request.

17. No Liens

City agrees to take no action, including but not limited to the granting of a security interest, or fail to take any action that would operate or does operate in any way to encumber the inventory of Contractor located in the On-Site-Store.

18. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Contractor under this Agreement shall be confidential and shall not be made available to any third person or organization by Contractor without prior written approval of the Manager; provided, however, that Contractor may disclose such information as required to comply with applicable law or accounting and other rules and regulations.

19. Indemnity

Contractor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent 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 from any negligent acts or omissions related to this Agreement performed by Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor'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 Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

20. Insurance

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

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.

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

21. Independent Contractor

a. City and Contractor agree that in the performance of the services, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor.

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b. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees, agents and subcontractors, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

22. Contractor Not Agent

Except as Manager may specify in writing, Contractor, and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

23. Assignability of Agreement

Contractor agrees that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of contractor and City.

24. Successors and Assigns

Contractor and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and City.

25. Fair Employment Practices

a. Consultant agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Contractor agrees that, during the performance of this Agreement, Contractor and any other parties with whom Contractor may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Contractor shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Contractor's records pertaining or relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

26. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

27. Time of Essence

Contractor and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

28. Covenants and Conditions

Contractor and City agree that each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

29. Governing Law

City and Contractor agree that the construction and interpretation of this Agreement and the rights and duties of City and Contractor hereunder shall be governed by the laws of the State of California.

30. Compliance with Laws

Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

31. Severability

City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

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32. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

33. Counterparts

City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

34. Arbitration

Contractor and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Contractor's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

35. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, actually incurred by such party shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

36. Authority to Execute

- a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.
- b. Contractor acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Contractor.

37. Notices

- a. Any notices to Contractor may be delivered personally or by mail addressed to Genuine Parts Company, 11710 Pacific Ave, Fontana, CA 92335.
- b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Equipment Division, 1060 Pacific Avenue, Bldg 1, Oxnard, California 93030, Attention: Dan Berlenbach, Fleet Services Manager.

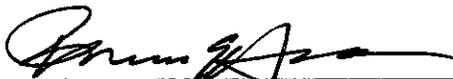
38. Amendment

City and Contractor agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Contractor.

39. Entire Agreement

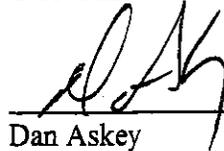
City and Contractor agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD



Dr. Thomas E. Holden, Mayor

CONTRACTOR



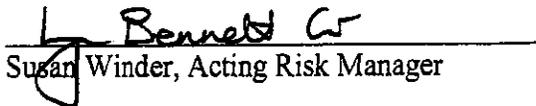
Dan Askey

ATTEST:



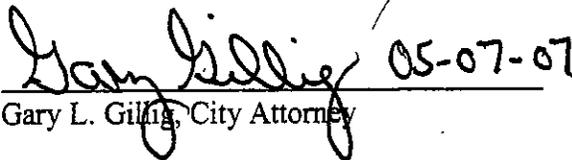
Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:



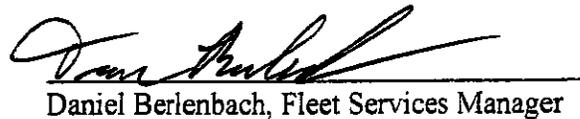
Susan Winder, Acting Risk Manager

APPROVED AS TO FORM:

 05-07-07

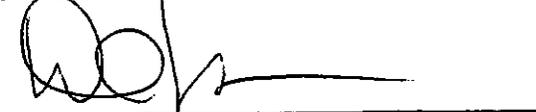
Gary L. Gilling, City Attorney

APPROVED AS TO CONTENT:



Daniel Berlenbach, Fleet Services Manager

APPROVED AS TO CONTENT:



Ken Ortega, Public Works Director

ATTACHMENT NO. 1

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Exhibit 1
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

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 A. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$9.00 per hour for each hour that such employee provides services under this Agreement through June 30, 2003. In addition while this Agreement is in effect, from July 1, 2003 through June 30, 2004, Vendor shall provide to such employee no less than 32 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

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor agrees to perform the following duties and responsibilities:

1. Contractor shall establish and operate an On-Site-Store at 1060 Pacific Avenue, Building 1, Oxnard, California 93030 (On-Site-Store) and provide the inventory as agreed upon by Contractor and City.
2. Contractor shall provide all personnel management, parts and supplies necessary to run an efficient and effective on-site parts operation from 7:00 a.m. to 8:00 p.m. Mondays through Thursdays and 7:00 a.m. to 5:00 p.m. on Fridays, or as otherwise directed by Manager, including overtime due to peak demand and emergency operations.
3. Contractor shall provide a driver and a vehicle for delivery service, to pickup and deliver parts and supplies to the On-Site-Store and the satellite shops of the Fleet Services Division. Driver shall be available from 8:00 a.m. to 5:00 p.m., Mondays through Fridays.
4. Contractor shall supply all parts and shop supplies necessary to maintain, repair and operate a fleet of vehicles and equipment including a full line of heavy duty equipment and refuse truck parts, tires, Original Equipment Manufacturer (OEM) parts, aftermarket parts, small engine parts, agricultural parts, hydraulic hoses, fasteners, chemicals, tools and equipment.
5. Contractor shall provide fast-moving parts stocks to the Fleet Services Division's satellite shops on a consignment basis, with accounting and security procedures to be agreed upon by the City and Contractor. Contractor is responsible for security of parts in the On-Site-Store. The City is responsible for parts on consignment, under its control.
6. City reserves the right to purchase parts and or services from other sources if Contractor cannot obtain the desired part(s) by start of business day following City's request, and in emergency situations. Emergency is defined as any part required outside of customary Fleet Services Division working hours 6:00 a.m. - 5:00 p.m.
7. Contractor shall accept industry standard cores of equal value for rebuilding where the parts are acceptable as core exchanges including water pumps, alternators.
8. Contractor shall have access to and control over sufficient inventory, either by Contractor's on-site or off-site stock in its own warehouse, which must be within a thirty minute driving distance from the On-Site-Store.

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9. Contractor shall furnish at least ninety (90%) percent of City's parts requirements on demand and at least ninety-five (95%) percent of City's parts requirements within 24 hours of request.
10. Contractor and City shall jointly inventory City's present parts stock and supplies. Contractor shall purchase from City all stocked parts and supplies except those parts that are obsolete, damaged, or are refused for reimbursement by the manufacturer. City represents and warrants to Contractor that City has title to such inventory free of all liens and encumbrances. Payment for this inventory shall be made by Contractor within ninety (90) days of inventory. Contractor shall resell these items to City under the terms and conditions of this Agreement.
11. Upon termination or expiration of the Agreement, City shall purchase all then existing non-NAPA inventory maintained at the On-Site-Store on that date. The purchase price of such inventory shall be the then current acquisition cost of Contractor for the inventory items. City shall have the option of purchasing the NAPA inventory maintained at the On-Site-Store at Contractor's then current acquisition cost.
12. Contractor shall provide stock and non-stock original equipment parts, supplies and equipment, or aftermarket items in equal or higher quality. Contractor shall provide a minimum Grade 8 for all fasteners. All hydraulic equipment, components and parts must meet OEM and the Society of Automotive Engineers specifications.
13. Contractor shall not issue parts or supplies to City employees without a proper work order requisition. Contractor shall provide a receipt containing specific information with items delivered to City employees for each work order requisition. This receipt shall contain specific tracking information, i.e., equipment number, reference number, receiving employee name and signature, parts quantities, part number and alpha description, price detail and any other data deemed necessary for effective tracking and accounting.
14. Contractor shall evaluate the usage history of the current inventory of City's vehicle parts and supplies initially, and thereafter on a monthly basis to identify those items that should be removed from stock, added to stock, or remain in stock.
15. Contractor shall maintain warranty records of items sold to City and issued any credits including labor and parts, due to City that are covered under these warranties.
16. Contractor shall pass through to City all available full manufacturer's warranties and Guarantees of Merchantability.

17. Contractor shall use current state of the art computer hardware and software to control and report on its operations. Contractor agrees to review the possibility of interfacing into City's computer tracking system. The allocation of the cost of such integration shall be mutually agreed upon by Contractor and City.
18. Contractor shall provide City with comprehensive activity reports from its computer database on a requested basis, as defined by the City and reasonably capable of being generated by Contractor's system. The frequency of these reports will be as determined by the City.
19. Contractor agrees to work with City to initiate use of a bar coding system to identify by manufacturer part number and track all parts. This bar coding system will be readable by the City's computer system used by Contractor and City and integrated with the systems inventory control plan. Contractor agrees that the bar coding system shall be fully operational by May 1, 2008.
20. Contractor shall enter auto parts supply data into City's Fleet Services Division software system. Contractor shall provide sufficiently trained, knowledgeable and service oriented personnel to efficiently and effectively operate the total parts function as detailed, including parts research requested by City mechanics.
21. Contractor is responsible for any changes to the physical layout of capital improvements of the parts room. Upon termination of this Agreement, within a reasonable time, Contractor shall repair and restore the On-Site-Store to such condition as existed prior to installation of the inventory and to repair and to restore any damage caused by the repossession.
22. Contractor shall provide specialized equipment required to successfully operate the parts room, for instance, printers, office machines, file cabinets, and other equipment as needed.
23. Contractor shall, during the life of this Agreement, provide a four hour, on site, automotive mechanical training course to City staff. This training course shall take place once per month and have ASE or equal certification. Any fees associated with the course shall be passed through to City at cost.
24. Contractor, pursuant to this Agreement, shall only sell parts and supplies to meet the City's On-Site-Store requirements.
25. Contractor shall provide all manufacturers' temporary/seasonal special pricing discounts directly to the City, if such discounts result in pricing less than the then current City purchase price.

26. Contractor shall maintain security of information in order to safeguard confidentiality of undercover law enforcement vehicles, to include the special equipment inside these vehicles. Security is defined as prohibition on idle discussion about these vehicles, prohibition on tampering with these vehicles or their equipment and vehicle documentation remaining on City premises and secured at all times.
27. Contractor and City shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On-Site-Store. If a Contractor employee has violated any City workplace policy provided to the Contractor in writing, or has violated any applicable laws while on City's premises, Contractor agrees to comply with City's request to reassign from City duty, such Contractor employee. In all other cases where City wishes to remove or replace any of the Contractor personnel in the On-Site-Store, Contractor and City will attempt to resolve the City's request by mutual agreement. If Contractor and City fail to mutually resolve a personnel issue after good faith attempt to do so, Contractor and the City agree to arbitration of the dispute utilizing the services of a licensed arbitration agency mutually agreed to by Contractor and City.

EXHIBIT B

DUTIES AND RESPONSIBILITIES OF CITY

City agrees to perform the following duties and responsibilities:

1. City shall provide, at its sole expense, usable space for the On-Site-Store and inventory. City shall provide access to restroom facilities for Contractor employees. Further, City shall furnish, at its sole expense, all utilities for the On-Site-Store including: water, sanitation, sewer, light, telephone, heat, gas, electricity and all other utilities and services rendered or delivered to the On-Site-Store.
2. City shall, at all times during the term of this Agreement, at City's sole expense, maintain in good condition and repair (so as to prevent any damage or injury to Contractor's inventory or other personal property located in the On-Site-Store) the roof, exterior walls, foundation, and structural portions of the On-Site-Store and all portions of the electrical and plumbing systems lying outside of the On-Site-Store but serving the On-Site-Store.

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EXHIBIT C

Estimated Operating Expenses, City of Oxnard (sample only) Option A

Projection	Monthly Proforma	% to SALES	Annual Proforma	% to SALES	
SALES	78,900		711,000		Gross Sales Parts Bill
Less Cost of Sales	68,400	90.00%	820,800	90.00%	Cost of Goods
Sales Less Cost	7,600	10.00%	91,200	10.00%	
Less Handling Charge					
GROSS PROFIT	7,600	10.00%	91,200	10.00%	Gross Profit
Advertising					
Net Salaries					
Travel					
Sales - Misc					
G.M. Travel					
TOTAL SALES EXP.					
SALARIES - EXEC.					
PAYROLL - Acct.	380	0.50%	4,560	0.50%	Fixed Expense @ .50% of Sales, Accounting & Data Processing Fee
-General Office	570	0.75%	6,840	0.75%	Fixed Expense @ .75% of Sales
-Counter - J.S.	4,733	6.23%	56,796	6.23%	Manager and Counter person
-Delivery	1,560	2.05%	18,720	2.05%	Driver
TOTAL PAYROLL	7,243	9.53%	86,916	9.53%	
Bad Debts					
data proc					
Deliver - Ins	250	0.33%	3,000	0.33%	Insurance Premium for Delivery Vehicle
Maintenance	375	0.49%	4,500	0.49%	Vehicle Repairs, Fuel
Truck Deprec.	370	0.49%	4,440	0.49%	Lease/Depreciation Payment for Delivery Vehicle
Dep- F. & F.					
Empl. Ben. - Pen.	342	0.45%	4,104	0.45%	Fixed Expense @ .45% of Sales
-Other	100	0.13%	1,200	0.13%	Group Insurance Premiums
Freight & Postage	250	0.33%	3,000	0.33%	Freight Charges Incurred
Insurance	125	0.18%	15,000	0.16%	
Interest					
Legal & Pro.					
L.H.&W.					
Rent					
Sta. & Shipping	50	0.07%	600	0.07%	Stationary/Shipping Supplies
Stock Loss					
Store		0.00%	0	0.00%	Misc. Expenses, Repairs, etc.
Taxes (Not Income)	800	0.79%	7,200	0.79%	Payroll Taxes for Employee's @ This Location
Telephone	150		1,800		
Travel (Not Sales)					
Tams	700	0.92%	8,400	0.92%	TAMS Computer % Equipment Lease/Depreciation Expense, Maint./Support Fees
Training					
TOTAL MISC. EXP.	3,312	4.36%	39,744	4.36%	
Executive Fees					
TOTAL EXPENSES	10,555	13.89%	126,660	13.89%	
Operating Income	-2,955	-3.89%	-35,460	-3.89%	
Misc. Inc. Disc. (net)					
Other	7,640	9.00%	71,520	9.00%	Total Reimbursement by Customer Operations Bill
PROFIT (NPBT)	6,840	9.00%	82,080	9.00%	Net Profit

Hours 7am - 8pm