

March 6, 2025

Board of Directors
 Ventura Regional Sanitation District
 Ventura, California

APPROVE, AND AUTHORIZE THE BOARD CHAIRPERSON TO SIGN, PROPOSED THIRD AMENDMENT TO VRSD CONTRACT NO. 19-022 WITH UNIFIRST CORPORATION FOR UNIFORM AND RELATED PRODUCT SUPPLY SERVICES

RECOMMENDATION

Approve, and authorize the Board Chairperson to sign, amendment No. 3 to VRSD Contract No. 19-022 with Unifirst Corporation for uniform and related product supply services at the District’s field operating locations.

FISCAL IMPACT

The \$5,245 for two months which is included within the FY2024-25 Budget as follows:

| <u>Account</u> | <u>Amount</u> | <u>Description</u> |
|------------------------|---------------|--|
| 01-150-52135-400101120 | \$3,090 | Uniforms and related supplies-Toland |
| 10-100-52135-200100120 | \$1,726 | Uniforms and related supplies-Bailard |
| 01-320-52135-500400120 | \$429 | Uniforms and related supplies-SW Fleet |

Funding required for future contracts will be included in the corresponding proposed budgets for Board consideration and approval.

BACKGROUND/ANALYSIS

In January 2025, the District procured uniform and product supply services for the operations division through public bidding procedures outlined in VRSD Resolution 89-13. A new contract was awarded to Vestis Uniform and Supply (Vestis) to provide uniforms to VRSD operations staff. Due to delays in the new uniforms being delivered by Vestis, there is a need to continue with the current uniform vendor for an additional couple of months until the new uniforms are available.

CURRENT PROPOSAL

Due to delays in the selection of a new uniform vendor which has resulted a delay in new uniform delivery, VRSD staff is requesting a 2 month extension for the current uniform vendors contract (Unifirst). This proposed contract retains the same service(s) as listed below:

- (1) Supply work uniforms consisting of pants, shirts, coveralls, jackets on a weekly basis; and
- (2) Supply shop towels and other supplies at designated facilities.

By mutual agreement of Unifirst Corporation and the District, the proposed amended contract term is for a limited time of two (2) months so that the new termination date is April 30, 2025. All extensions thereafter will be subject to the Board's approval of funding and approval in writing by the General Manager, in a form approved by legal counsel.

This Board Letter and the associated contract have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4600 or via email at RichardJones@vrzd.com.



RICHARD JONES, DIRECTOR OF OPERATIONS

APPROVED FOR BUDGET IMPACT:


Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:


Chris Theisen, General Manager

Attachments: 1. VRSD Contract NO. 19-022-2

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-022-3**

AMENDMENT NO.3 TO CONTRACT NO. 19-022

**BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
UNIFIRST CORPORATION**

THIS AGREEMENT is made and entered into this 6th day of March 2025, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and UNIFIRST CORPORATION, a California Corporation (“SUPPLIER”). Together, DISTRICT and SUPPLIER shall be referred to herein as Parties.

RECITALS

A. On June 20, 2019, DISTRICT and SUPPLIER entered into Ventura Regional Sanitation District Contract No. 19-022 (“Agreement”), wherein SUPPLIER agreed to provide uniform and related product supply services to Ventura Regional Sanitation District.

B. DISTRICT and SUPPLIER acknowledge and agree that a six-month extension is necessary while DISTRICT goes through formal bidding process, as last one was performed December 2016.

C. DISTRICT and SUPPLIER acknowledge prior two (2) amendments to the Agreement and now agree that a third amendment to the Agreement is necessary.

AMENDMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Recitals.** The above Recitals are hereby incorporated into this Amendment as if set forth fully herein.
- 2. Extension of Contract Term.** The term of Ventura Regional Sanitation District Contract No. 19-022 is by this amendment extended until April 30, 2025, unless terminated sooner by the mutual written consent of the parties.
- 3. Integrated Contract.** A copy of the original Agreement (Contract No. 19-022), Amendment No. 1, and Amendment No. 2 are attached hereto as Exhibit A and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first above written.

VENTURA REGIONAL
SANITATION DISTRICT

UNIFIRST CORPORATION

By _____
DAVID NEWMAN
Chairman of the Board

By _____
ALEX BARAJAS
Branch Manager

APPROVED AS TO FORM:

NOSSAMAN, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

ATTEST:

By _____
MAYRA RODRIGUEZ
Clerk of the Board

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-022-2**

AMENDMENT NO.2 TO CONTRACT NO. 19-022

**BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
UNIFIRST CORPORATION**

THIS AGREEMENT is made and entered into this 19th day of December 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and UNIFIRST CORPORATION, a California Corporation (“SUPPLIER”). Together, DISTRICT and SUPPLIER shall be referred to herein as Parties.

RECITALS

A. On June 20, 2019, DISTRICT and SUPPLIER entered into Ventura Regional Sanitation District Contract No. 19-022 (“Agreement”), wherein SUPPLIER agreed to provide uniform and related product supply services to Ventura Regional Sanitation District.

B. DISTRICT and SUPPLIER acknowledge and agree that a six-month extension is necessary while DISTRICT goes through formal bidding process, as last one was performed December 2016.

AMENDMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Recitals.** The above Recitals are hereby incorporated into this Amendment as if set forth fully herein.
- 2. Extension of Contract Term.** The term of Ventura Regional Sanitation District Contract No. 19-022 is by this amendment extended until February 28, 2025, unless terminated sooner by the mutual written consent of the parties.
- 3. Integrated Contract.** A copy of the original Agreement (Contract No. 19-022) and Amendment No. 1 are attached hereto as Exhibit A and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first above written.

VENTURA REGIONAL
SANITATION DISTRICT

UNIFIRST CORPORATION

By David Newman
DAVID NEWMAN (Dec 24, 2024 09:30 PST)
Chairman of the Board

By Alex Barajas
ALEX BARAJAS (Dec 24, 2024 10:30 PST)
Branch Manager

APPROVED AS TO FORM:

NOSSAMAN, LLP

By Robert N Kwong
ROBERT N KWONG (Dec 19, 2024 05:25 PST)
Legal Counsel for District

ATTEST:

By Mayra Rodriguez
MAYRA RODRIGUEZ
Mayra Rodriguez (Dec 30, 2024 14:47 PST)
Clerk of the Board

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-022-1**

AMENDMENT NO.1 TO CONTRACT NO. 19-022

**BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
UNIFIRST CORPORATION**

THIS AGREEMENT is made and entered into this 1st day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and UNIFIRST CORPORATION, a California Corporation (“SUPPLIER”). Together, DISTRICT and SUPPLIER shall be referred to herein as Parties.

RECITALS

A. On June 20, 2019, DISTRICT and SUPPLIER entered into Ventura Regional Sanitation District Contract No. 19-022 (“Agreement”), wherein SUPPLIER agreed to provide uniform and related product supply services to Ventura Regional Sanitation District.

B. DISTRICT and SUPPLIER acknowledge and agree that a six-month extension is necessary while DISTRICT goes through formal bidding process, as last one was performed December 2016.

AMENDMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Recitals.** The above Recitals are hereby incorporated into this Amendment as if set forth fully herein.
- 2. Extension of Contract Term.** The term of Ventura Regional Sanitation District Contract No. 19-022 is by this amendment extended until December 31, 2024, unless terminated sooner by the mutual written consent of the parties.
- 3. Integrated Contract.** A copy of the original Agreement (Contract No. 19-022) and Amendment No. 1 are attached hereto as Exhibit A and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first above written.

VENTURA REGIONAL
SANITATION DISTRICT

By David Newman
David Newman (Aug 14, 2024 15:24 PDT)

DAVID NEWMAN
Chairman of the Board

UNIFIRST CORPORATION

By DPV
David Perez (Aug 14, 2024 15:48 PDT)

DAVID PEREZ
Branch Manager


APPROVED AS TO FORM:

NOSSAMAN, LLP

By Robert N. Kwong
Robert N Kwong (Aug 14, 2024 23:09 PDT)

ROBERT N. KWONG
Legal Counsel for District

ATTEST:

By 

KRISTIN RUPPRECHT
Acting Clerk of the Board

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-022**

**AGREEMENT FOR
UNIFORM AND RELATED PRODUCT SUPPLY SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
UNIFIRST CORPORATION**

THIS AGREEMENT is made and entered into this 20th day of June 2019, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and UNIFIRST CORPORATION, a California Corporation ("SUPPLIER"). Together, DISTRICT and SUPPLIER shall be referred to herein as Parties.

RECITALS

A. DISTRICT requires uniform and related product supply services at three of its field operating locations: Toland Road Landfill (3500 Toland Rd., Santa Paula, CA 93060) Bailard Landfill (4105 W. Gonzales Rd., Oxnard, CA 93036), and Oak Park Water Service (5000 Bishopswood Ln., Oak Park, CA 91377).

B. On December 15, 2016, subsequent to a formal bidding process in accordance with DISTRICT Purchasing Resolution No. 89-13, DISTRICT and SUPPLIER entered into VRSD Contract No. 16-020 ("Agreement"), wherein SUPPLIER agreed to provide uniform and related product supply services to DISTRICT

C. SUPPLIER represents that it possesses the necessary equipment and experience to provide the uniform and related product supply services needed by the DISTRICT and is willing to continue to contract with DISTRICT to supply such services.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

AGREEMENT

ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES

A. SUPPLIER shall provide the uniform and related product supply services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.

B. SUPPLIER shall use its best professional efforts and best industry practices in providing uniform and related product supply services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that SUPPLIER owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of SUPPLIER'S ability, to promote and protect the best interests of the DISTRICT.

D. SUPPLIER shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, SUPPLIER or employee, or provide uniform and related product supply services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or SUPPLIER's duty of loyalty or fiduciary duty to the DISTRICT.

E. SUPPLIER shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

ARTICLE 2: TERM OF CONTRACT

A. Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, SUPPLIER shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2024.

B. This Agreement may be extended annually, no more than four (4) times, by mutual agreement of the Parties. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD") shall prepare in a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for uniform and related product supply services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Supplier shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Supplier's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Supplier for Services and Deliverables and certain of its costs in accordance with the terms of Exhibits A and B to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Supplier expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

ARTICLE 3: INDEPENDENT SUPPLIER RELATIONSHIP

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of SUPPLIER to DISTRICT being that of an independent supplier. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to SUPPLIER.

B. SUPPLIER is solely responsible for selecting the means, methods and procedures for

performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. SUPPLIER will supply all tools and instrumentalities required to perform its services under this Agreement.

C. SUPPLIER, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS

A. SUPPLIER agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by SUPPLIER under this Agreement, or any information made available to SUPPLIER by DISTRICT, shall be revealed, disseminated or made available by SUPPLIER to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by SUPPLIER during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. SUPPLIER shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the SUPPLIER shall be the property of the DISTRICT and under the ownership of the DISTRICT.

ARTICLE 5: PAYMENT TO SUPPLIER

A. In consideration of SUPPLIER's performance of services as described herein, DISTRICT shall pay SUPPLIER fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10th) day of each calendar month after actual work is started, SUPPLIER shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve SUPPLIER's invoice for accuracy and agree with SUPPLIER on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay SUPPLIER for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with SUPPLIER on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to SUPPLIER for SUPPLIER's services described herein shall not exceed \$30,000 without a mutually acceptable, written amendment hereto.

ARTICLE 6: TERMINATION OF CONTRACT

SUPPLIER specifically acknowledges and agrees that DISTRICT may terminate SUPPLIER's services at any time with or without cause, regardless of whether SUPPLIER's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, SUPPLIER shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase SUPPLIER's total compensation beyond the maximum stated in Article 5.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

SUPPLIER agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with SUPPLIER's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of SUPPLIER, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

SUPPLIER shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

SUPPLIER shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and SUPPLIER's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

ARTICLE 9: SUBSUPPLIERS

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by SUPPLIER to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and SUPPLIER do covenant that each individual executing this Agreement on behalf of each Party is a person duly authorized and empowered to execute Agreements for such Party.

ARTICLE 11: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of SUPPLIER shall operate as a waiver of the default, of any subsequent or other default by SUPPLIER, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: TERMS

No alteration or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

ARTICLE 14: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 15: COMPLIANCE WITH LAWS

SUPPLIER shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to SUPPLIER's work, the safety of the persons or property involved, and their protection from damage or injury. SUPPLIER shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by SUPPLIER with this Agreement.

ARTICLE 16: FORCE MAJEURE

Neither SUPPLIER nor DISTRICT shall be liable or deemed to be in default for any delay or failure in performance under this Agreement due to interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SUPPLIER or DISTRICT.

ARTICLE 17: DISPUTE RESOLUTION

In the event that SUPPLIER and DISTRICT have a dispute concerning the payment of sums pursuant to their Contract, the Parties agree to be governed by Public Contracts Code Section 20104, et seq. In the event of such dispute, SUPPLIER shall file a written claim with DISTRICT. DISTRICT shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

ARTICLE 18: MODIFICATION or AMENDMENT

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

ARTICLE 19: NOTICES

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To SUPPLIER: Daniel Roach
UNIFIRST CORPORATION

10244 Norris Avenue
Pacoima, CA 91331

To DISTRICT: Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

or to such other address as either Party may designate hereinafter in writing delivered to the other Party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 20: EXECUTION IN COUNTERPARTS

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first above written.

VENTURA REGIONAL
SANITATION DISTRICT

By Kevin Kildee
KEVIN KILDEE
Chairman of the Board

UNIFIRST CORPORATION

By [Signature]
DANIEL ROACH
Branch Manager

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By [Signature]
ROBERT N. KWONG
Legal Counsel for District

ATTEST:

By [Signature]
JULIET RODRIGUEZ
Clerk of the Board

EXHIBIT A

STATEMENT OF WORK & RATE SHEET

The following summarizes the work statement/scope of work to be performed by SUPPLIER in connection with SUPPLIER's delivery of uniform and related product supply services to DISTRICT.

Overall Work Description

SUPPLIER shall supply the DISTRICT with uniforms, towels, floor mats, and laundry service to field operations personnel, once each week, to the following DISTRICT locations:

1. Toland Road Landfill
3500 Toland Road
Santa Paula, CA 93060
2. Bailard Landfill
4105 West Gonzales Road
Oxnard, CA 93036
3. Oak Park Water Service
5000 Bishopwood Lane
Oak Park, CA 91377

General Work Requirements

1. All uniforms supplied to the DISTRICT by SUPPLIER must be new and unused.
2. SUPPLIER shall assist in the counting of laundered and soiled uniforms as requested by DISTRICT, as well as provide a receipt or sign for uniforms at the time they are picked up and delivered.
3. New DISTRICT employees shall be furnished a full allotment of new uniforms within 10 days after request. Employee name and DISTRICT emblem shall be in place on the first day of delivery.
4. Each DISTRICT employee shall be guaranteed a proper fitting uniform by SUPPLIER.
5. All laundry shall be washed clean by SUPPLIER according to all applicable health and safety standards.
6. The SUPPLIER's workmanship of pressing clean uniforms shall be of good quality as determined by the DISTRICT.

7. Torn garments that require repairs shall be repaired before the next regular delivery date. If a garment requires replacement, it shall be replaced with a new garment. Replacement of worn or damaged garments shall be made only at the direction of DISTRICT staff. SUPPLIER shall replace all garments worn-out or damaged due to the performance of work duties, normal wear, as well as garments replaced for size adjustment with new garments at no expense to DISTRICT. DISTRICT will be charged for replacing garments that are lost or destroyed due to negligence on an employee's part; the replacement cost is to be based on the SUPPLIER's cost of purchasing new garments.

Uniform Specifications

- Fabric:** 65% synthetic/35% cotton on 100% cotton where requested and available.
- Patches:** Embroidered employee name patches shall be furnished by SUPPLIER and securely attached to each shirt and coverall on the right side. Embroidered DISTRICT logo patches shall be furnished by SUPPLIER and securely attached by SUPPLIER to each shirt, coverall, and jacket on the left side. Patches shall be of a size, design and color as specified by DISTRICT.
- Shirt:** Full-length button with standard short or long sleeves as requested. Colors to include safety orange, light blue and grey.
- Pants:** Solid Waste employees shall be provided with blue "painter's pants" in denim fabric. Water Wastewater employees shall be provided with Dungaree Fit 100% cotton pants.
- Inventory:** Shall include eleven (11) sets of pants/shirts for each employee color and style is based on the employee's department. Based on existing employees, uniforms shall be provided for 40 employees.
- Coveralls:** Full-length button- or snap-front closing with long sleeves, blue or orange in color. Coverall Inventory shall include 5 coveralls for each employee. Coveralls shall be provided for 40 employees.
- Jackets:** Dark blue, waist-length, lined, slash-pocket jackets shall be provided for 40 employees.
- Mats (floor):** Standard synthetic floor mats (3'x5' and 4'x6') and runners (3'x10'), non-skid.
- Towels:** Standard shop towels.

Women's cut uniforms shall be available for female employees, if requested by DISTRICT.

SCHEDULE OF RATES

The following summarizes the item quantities requested by DISTRICT and the rates to be charged by SUPPLIER in connection with SUPPLIER's delivery of uniform and related product supply services to DISTRICT.

| Rental | Qty | Unit Price | Total | Replacement Due to Loss/Damage | |
|---------------------------|-----|------------|----------|--------------------------------|---------|
| Shirt (Safety Orange) | 143 | \$.14 | \$20.02 | Shirt (Safety Orange) | \$8.00 |
| Shirt (Blue) | 297 | \$.14 | \$41.58 | Shirt (Blue) | \$8.00 |
| Pant | 440 | \$.22 | \$96.80 | Pant | \$13.00 |
| Coverall | 200 | \$.37 | \$74.26 | Coverall | \$20.00 |
| Jacket | 40 | \$.50 | \$20.00 | Jacket | \$22.00 |
| Shop Towel | 500 | \$.05 | \$25.00 | Shop Towel | \$.30 |
| Mat (3'x5') (Scraper Mat) | 16 | \$1.00 | \$16.00 | Mat (3'x5') (Scraper Mat) | \$0.00 |
| Mat (3'x5) (Black) | 30 | \$1.50 | \$45.00 | Mat (3'x5) (black) | \$0.00 |
| Mat (4'x6') | 7 | \$2.00 | \$14.00 | Mat (4'x6') | \$0.00 |
| Traffic Mat (3'x10') | 11 | \$3.50 | \$38.50 | Traffic Mat (3'x10') | \$0.00 |
| Black Mat (3'x10') | 11 | \$3.50 | \$38.50 | Black Mat (3'x10') | \$0.00 |
| Weekly Service Charge | 3 | \$4.00 | \$12.00 | | |
| Total Weekly Charge* | | | \$441.66 | | |

* Weekly Charge and Contract Duration totals may change, based on DISTRICT-requested changes to item quantities and/or garment replacement charges