



Meeting Date: 01/26/10

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Daniel Berlenbach *DB* Agenda Item No. I-1

Reviewed By: City Manager *[Signature]* City Attorney *SMF* Finance *[Signature]* Other (Specify) N/A

DATE: December 28, 2009

TO: City Council

FROM: Michael Henderson, General Services Superintendent *[Signature]*
City Manager's Department

SUBJECT: Agreement with Ventura Regional Sanitation District for Light Vehicle Maintenance

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Agreement No. 4964-09-CM with Ventura Regional Sanitation District ("VRSD") for a not-to-exceed amount of \$50,000 for the City to provide vehicle maintenance services to VRSD vehicles until December 31, 2011.

DISCUSSION

In October 2009, the City Manager initiated discussion with surrounding cities and agencies to offer the services of Fleet Services staff to maintain the agencies' vehicles as a new source of revenue. The first agency to formalize an agreement is the Ventura Regional Sanitation District. Agreement No. 4964-09-CM delineates the services that Fleet Services staff would provide to VRSD in the maintenance of approximately 25 VRSD vehicles at agreed-upon rates which will be reviewed and adjusted each fiscal year. Fleet Services has the staffing available to assume this additional, minor workload.

FINANCIAL IMPACT

Revenues of \$25,000 are anticipated in FY 2009-10 and \$25,000 in FY 2010-11.

mmoar

Attachment #1 - Agreement No. 4964-09-CM with Ventura Regional Sanitation District

AGREEMENT FOR LIGHT VEHICLE FLEET MAINTENANCE

This Agreement For Light Vehicle Fleet Maintenance Services ("Agreement") is made and entered into in the County of Ventura, State of California this 17th day of December, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a county sanitation district ("VRSD").

WHEREAS, VRSD desires to hire City to perform certain light vehicle fleet maintenance services; and

WHEREAS, City represents that City has the qualifications, equipment, facilities and experience to properly perform such services:

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

1. Scope of Services

The City's Fleet Services Division will provide maintenance service and repair for VRSD's light vehicles and equipment. Services offered include diagnostic evaluation and repair of gas and diesel engines, brake repair, hydraulic repair and replacement, air conditioning service, tire repair and replacement and emissions testing. Additionally, preventative maintenance service includes safety inspections, filter and fluid changes, brake inspections and California Biennial Inspection of Terminal (BIT Inspections – large truck safety inspections). City shall provide a pick up and delivery service to pick up vehicles from VRSD and deliver to City's shop, or to a factory authorized shop in the event of a warranty covered repair, and then return the vehicle to VRSD's yard.

2. Standard of Performance

City agrees to undertake and complete these services using that standard of care, skill, and diligence normally provided by a vehicle repair shop certified as an Automotive Service Excellence (ASE) Blue Seal shop.

3. Coordination of Services

All services are to be coordinated with the City's Fleet Manager ("Manager") or other party designated by the Manager and shall be performed under the general direction of the City Manager or Manager. VRSD's Director of Operations ("Director") or Director's designee shall coordinate with City regarding performance under this Agreement.

4. Time for Performance

Subject to parts availability, City shall use its best efforts to complete individual vehicle maintenance and repairs within one week of vehicle pick up. City shall use its best efforts to complete service on emergency and high need vehicles such as the vactor truck, CCTV truck and trailer, vacuum truck and the North Coast Repair Truck within 2 days. In any event, City

shall not be liable for consequential or incidental damages arising from delay in meeting the turn around times set forth above.

5. Permits, Licenses, Certificates

City, at City'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.

6. Term of Agreement

This Agreement shall begin on the date first written above and expire on December 31, 2011. The Manager and Director may agree by a written document to extend the term of this Agreement in additional one year increments subject to the provisions of VRSD's and City's policies and procedures.

7. Termination

This Agreement may be terminated by either party upon written notice to be deemed effective ten calendar days from the date of delivery or mailing of such notice. VRSD agrees to pay City in full for all amounts due City on the effective date of termination.

8. Payment

a. VRSD agrees to pay City monthly upon satisfactory completion of the services and upon submission by City of an invoice delineating the services performed, parts supplied and equipment number of VRSD vehicle. City shall be reimbursed for the services described above based on a time and materials basis.

b. The same data system used by City's Fleet Services technicians for City vehicles shall be utilized for VRSD vehicles. This system records all maintenance and calculates charges based on a fixed hourly rate which is multiplied by the number of hours devoted to each repair and summed against each vehicle. Invoices and work order copies will be provided. City agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and parts supplied.

c. The following rates shall apply for vehicle service and repairs performed by the City of Oxnard for the period of the date first written above to June 30, 2010. On July 1, 2010 (the start of City's new fiscal year); the rates shall be reviewed and, if necessary, adjusted with the full consultation of VRSD.

Hourly labor rate: \$86.25

Parts: City's cost plus a markup of 26%

Pickup/delivery charge (per round trip to Bailard landfill site): \$40

d. The City maintains an in-house NAPA auto parts store with a large inventory of parts. The City purchases parts from NAPA at the wholesale rate and will charge this rate, saving with a 26% mark-up as described above. The invoice shall clearly identify any used, rebuilt or reconditioned parts.

e. The invoice shall identify services by vehicle and type of work, and state the time spent, hourly rate, City's cost of parts supplied and the mark up specified above. The total amount to be billed and paid under this Agreement shall not exceed \$50,000 without written amendment of this Agreement.

9. Warranty

City warrants that workmanship performed and parts supplied under this Agreement shall be free from defect, malfunction or failure and City shall repair, replace or correct any such defect, malfunction or failure, provided VRSD delivers written notice to City within 90 days of the return of the vehicle to VRSD. The foregoing is the sole warranty of the City with respect to the services described in this Agreement. The City makes no other representations or warranties, and shall not be liable for consequential damages (including property damage and personal injury), relating to services performed hereunder.

10. Independent Contractor

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

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

c. City acknowledges that City and City's employees are not entitled to receive from VRSD any of the benefits or rights afforded employees of VRSD, 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.

11. Assignability of Agreement

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

12. Governing Law

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

13. 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. VRSD acknowledges that the person executing this Agreement has been duly authorized by VRSD's Board of Directors to do so on behalf of VRSD.

14. Notices

a. Any notices to VRSD may be delivered personally or by mail addressed to Finance and Administration, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, CA 93003-0704, Attention: Lori Peterson.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030, Attention: Dan Berlenbach.

15. Amendment

City and VRSD 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 VRSD General Manager.

16. Entire Agreement

City and VRSD 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

VENTURA REGIONAL
SANITATION DISTRICT

By: _____
Dr. THOMAS E. HOLDEN, Mayor

By: *Charlotte Craven, Chair Elect*
DENNIS C. GILLETTE
Chairman of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Arnold, Bleuel, LaRochelle,
Mathews & Zirbel, LLP

[Signature]
Alan Holmberg, City Attorney

By: *[Signature]*
Mark A. Zirbel, General Counsel

ATTEST:

ATTEST:

Daniel Martinez
City Clerk

[Signature]
Rhonda Catron
Clerk of the Board

APPROVED AS TO CONTENT:

[Signature]
Michael Henderson
General Services Superintendent