Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third ›et 4th Floor during customary business hours. Any materials to be presented .his meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
October 25, 2016
Regular Meeting - 6:00 PM
Closed Session - 5:15 P.M.

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: OXNARD CITY COUNCIL

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes

C. CLOSED SESSION – 5:15 P.M.

1. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

H. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

I. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

K. INFORMATION CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review
RECOMMENDATION: That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list. A) Questica for budget management software ($206,595). B) Pollinate for Ormond Beach Coordinator services ($50,000); and C) Sam Hill & Sons, Inc. for repair of pipeline, pipe trench dewatering, asphalt repair, to wastewater and storm drain systems ($118,400).
A complete explanation of the agreement and funding sources are attached.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Fire Department

2. SUBJECT: Recognize Revenue and Appropriate Funds for the 2016 Emergency Management Performance Grant (EMPG)
RECOMMENDATION: That City Council: Approve a Budget Appropriation recognizing grant funding in the amount of $47,857 from 2016 Emergency Management Performance Grant (EMPG).
Legislative Body: CC Contact: Darwin Base Phone: 385-7700

Police Department

3. SUBJECT: Enterprise Fleet Management Contract
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a three year agreement (contract number A-7893) along with the Master Equity Lease Agreement for vehicle leasing with Enterprise Fleet Management Trust of Delaware for undercover and administrative vehicles in the amount not to exceed $675,000.
Legislative Body: CC Contact: Scott Whitney Phone: 385-7624

L. PUBLIC HEARINGS

M. APPPOINTMENT ITEMS

N. REPORTS

Public Works Department

1. SUBJECT: Extend Blanket Purchase Order No. 5639 for Silvas Oil Company to Deliver Lubricants and Antifreeze to Various City Sites for the Period of January 1, 2017 to June 30, 2018 (5/5/5)
   RECOMMENDATION: That City Council approve and authorize the City Manager to extend Blanket Purchase Order No. 5639 for Silvas Oil Company to deliver lubricants and antifreeze to various City sites, for period from January 1, 2017, to June 30, 2018, in an amount not to exceed $375,000.
   Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

2. SUBJECT: Extend Blanket Purchase Order No. 5640 for MacValley Oil Company to Deliver Gasoline and Diesel to Various City Sites for the Period January 1, 2017 to June 30, 2018 (5/5/5)
   RECOMMENDATION: That City Council approve and authorize the Mayor to extend Blanket Purchase Order No. 5640 for MacValley Oil Company to deliver gasoline and diesel to various City sites, for the period from January 1, 2017, to June 30, 2018, in an amount not to exceed $1,354,000.
   Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

3. SUBJECT: Pavement Management System Update (20/20/15)
   RECOMMENDATION: That the City Council receive a verbal update on the Pavement Management System (PMS) and provide feedback to staff.
   Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

4. SUBJECT: Wastewater Treatment Plant Improvements Project Update (30/20/20)
   RECOMMENDATION: That the City Council receive a verbal update on the Oxnard Wastewater Treatment Plant improvements project and provide feedback to staff.
   Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

P. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. STUDY SESSION

R. ADJOURNMENT

CITY OF OXNARD CALIFORNIA CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 1

DATE: October 25, 2016

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

A) Questica for budget management software ($206,595).
B) Pollinate for Ormond Beach Coordinator services ($50,000).
C) Sam Hill & Sons, Inc. for repair of pipeline, pipe trench dewatering, asphalt repair, to wastewater and storm drain systems ($118,400).

A complete explanation of the agreement and funding sources are attached.

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to $25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above $25,000 and up to $250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

Attachment A: City Manager Contract List for October 25, 2016

City Manager Contract List for 10/25/2016

Contracts from $25,000 to $250,000

A Purchase and Implementation of Budget Management Software

Vendor:	Questica	**Amount to be Approved:**	$206,595
Type:	Original Agreement	**Current FY Amount:**	$206,595
Agreement No.:	7644-16-FN	**Total Contract Amount:**	$206,595
Amendment No.:	N/A	**Funding Source:**	IT Master Plan Phase 1 - Capital Outlay Fund
Purchase Order No.:		**Vendor Selection Process:**	Request for Qualifications (RFQ)
Begin Date:	10/26/2016	**# of Bids/Proposals/Quotes:**	3
End Date:	10/25/2017	**Project Manager:**	William Jefferson
Term:	1 Year	**Department:**	Finance Department
		Telephone:	805-385-7472
		Email:	will.jefferson@oxnard.org

Purpose:

Staff is requesting authorization to enter into an Agreement with Questica, Inc., in the amount of $206,595 for budget management software, which includes the software implementation costs, licensing, hosting fee, and the first year annual maintenance fee. The ongoing maintenance and hosting fee is approximately $27,000/year. This ongoing amount will be incorporated into the Finance department budget for year two, and going forward, in the next budget cycle.

The Finance Department currently uses a combination of its legacy enterprise resource planning (ERP) software system (SunGard Naviline/HTE), Microsoft Excel, and other developed software programs to prepare analysis, manage the budget process, and prepare final budget documents. The City will continue to utilize the legacy system, SunGard, in the budget process; however, Questica, which is specifically designed as budgeting software, will give staff the ability to generate the necessary budget driven reports and dashboards, which SunGard is unable to produce. Currently, SunGard reports are exported into Excel for manual manipulation and then sent to the all city departments for budget review. With the purchase of the new budget software the City will see an increase in productivity, flexibility and efficiency in the budget development process due to the fact that most, if not all budgeting and reporting, will be done in the Questica system.

The City of Oxnard is utilizing an RFP issued by the City of San Luis Obispo on July 11, 2016, which allows for cooperative purchasing for all local governmental agencies. The City of San Luis Obispo received three responses to the RFP. The proposals were evaluated based on technical requirements and cost, with Questica being the selected product.

B Ormond Beach Coordinator services

Vendor:	Pollinate	**Amount to be Approved:**	$50,000
Type:	Amendment	**Current FY Amount:**	$50,000
Agreement No.:	6966-14-CM	**Total Contract Amount:**	$149,500
Amendment No.:	4	**Funding Source:**	General Fund
Purchase Order No.:	5215	**Vendor Selection Process:**	Negotiated Contract
Begin Date:	12/08/2014	**# of Bids/Proposals/Quotes:**	N/A
End Date:	12/31/2017	**Project Manager:**	Ashley Golden
Term:	3 years	**Department:**	Development Services
		Telephone:	7882
		Email:	ashley.golden@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Fourth Amendment to Agreement for Consulting Services with Pollinate (6966-14-CM) in the amount of $50,000 to provide Ormond Beach Coordinator services for the City. Karen Kraus of Pollinate (consultant) has served as the Ormond Beach Coordinator since December 2014 for the Ormond Beach restoration project, a plan to permanently protect and restore up to 1000 acres of coastal wetlands along the south Oxnard coast. Pollinate also coordinates goals and activities within the City and among Ormond Beach stakeholders and partners, assists with the development of an Ormond Beach working plan, and works with staff to analyze issues and implement recommendations to resolve those issues.

Pollinate was selected due to Mrs. Kraus's unique experience, including extensive legal and planning expertise and comprehensive background in wetland restoration issues, endangered species protection, coastal public access, and the California Environmental Quality Act. Because this is a professional services agreement, no RFP was required.

This amendment will increase the cost of the agreement by $50,000. The total cost of the agreement will be $149,500. Funds to pay for this amendment will come from the department's operating budget (general fund).

C Non-Scheduled Repairs to Wastewater and Storm Drain Systems

Vendor:	Sam Hill & Sons, Inc.	**Amount to be Approved:**	$118,400
Type:	Task Order	**Current FY Amount:**	$500,000
Agreement No.:	A-7721	**Total Contract Amount:**	$1,618,400
Amendment No.:	37	**Funding Source:**	Wastewater Treatment Operating
Purchase Order No.:	5237	**Vendor Selection Process:**	Public Works Bid
Begin Date:	11/01/2014	**# of Bids/Proposals/Quotes:**	5
End Date:	10/31/2017	**Project Manager:**	Thien Ng
Term:	3 years	**Department:**	Public Works, Wastewater Division
		Telephone:	432-3575
		Email:	thien.ng@oxnard.org

Purpose:

The wastewater treatment plant utilizes a portion of the treated and disinfected wastewater flow as process (3W) non-potable water. Process water (3W) is utilized as equipment cooling water, biosolids process water, and process washdown water. The process water (3W) piping is run through out the wastewater treatment plant. The process water (3W) piping was constructed in 1980s.

On June 10, 2016, the process water (3W) piping located south of the secondary treatment area failed. The process water (3W) piping repair work includes installation of 40 feet of 8-inch pipe, 20 feet of 10-inch pipe, pipe trench dewatering, two new 8-inch isolation valves, irrigation piping repair, asphalt repair, concrete curb and sidewalk repair. However, during the process water (3W) system start up, another failure was observed at the east end of the secondary treatment area. The repair work includes installation of 10 feet of 8-inch pipe, pipe trench dewatering, asphalt and concrete curb and sidewalk repair. The repair work was completed on June 20, 2016.

On March 25, 2014, the City Council approved Non-Scheduled Repairs to Wastewater and Storm Water Systems Project Specification No. 14-12 and authorized staff to conduct a public bid. The public bid was advertised on July 18, 2014 and closed with a public opening on August 20, 2014. City Procurement received five bids. Upon department and procurement staff review of all documentation received, it was determined the bid received from Sam Hill & Sons, Inc. was a responsible and responsive lowest bid. On October 8, 2014 City Council approved Sam Hill & Sons agreement from November 1, 2014 through October 31, 2017.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 2

DATE: October 25, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Darwin Base
Interim Fire Chief

SUBJECT: Recognize Revenue and Appropriate Funds for the 2016 Emergency Management Performance Grant (EMPG)

CONTACT: Darwin Base, Interim Fire Chief
Darwin.Base@oxnard.org, 385-7700

RECOMMENDATION:

That City Council: Approve a Budget Appropriation recognizing grant funding in the amount of $47,857 from 2016 Emergency Management Performance Grant (EMPG).

BACKGROUND

The 2016 EMPG is funded by the U.S. Department of Homeland Security and administered through the California Office of Emergency Services. The funds are distributed to the City on a reimbursement basis through the Ventura County Sheriff's Office of Emergency Services. Grant funds must be used to prevent, prepare for, mitigate against, or recover from natural or man-made emergencies and disasters.

The City will utilize the grant funds to offset costs associated with the Disaster Preparedness Coordinator salary, and associated equipment and supplies. The specific activities of the Disaster Preparedness Coordinator that meet the purpose of the grant include ensuring National Incident Management System (NIMS) compliance, training of Emergency Operations Center (EOC)/City staff and promotion of community readiness through programs such as Community Emergency Response Team (CERT).

STRATEGIC PRIORITIES

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

FINANCIAL IMPACT

There are no additional General Fund appropriations required for this item. Funding is derived from the budgeted salary for the Disaster Preparedness Coordinator position. The grant requires a match of $47,857, which comes from the budgeted salary of the position. In essence, the grant is paying for 50% of the salary for this position. The reimbursable grant funding will be recognized and appropriated to EMPG 15-16 State Grant Project No. 772259.

ATTACHMENTS:

Attachment A - EMPG Award Letter

Attachment B - BA 2016 EMPG

VENTURA COUNTY SHERIFF'S OFFICE

- GEOFF DEAN
  Sheriff
- GARY PENTIS
  Undersheriff
- STEVE DE CESARI
  Assistant Sheriff
- GUY STEWART
  Assistant Sheriff

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

Tuesday, September 27, 2016

City of Oxnard
Attn: Greg Nyhoff
360 W 2nd Street
Oxnard, CA 93030

NOTIFICATION OF SUBGRANT AWARD
Fiscal Year: 2016 Emergency Management Performance Grant
Tracking #: 16-EMPG-4
EHP Required: No
Performance Period: July, 1 2016 - April 14, 2017

Dear Mr. Nyhoff,

The California Governor's Office of Emergency Services and the Ventura County Board of Supervisors have approved the FY 2016 Emergency Management Performance Grant application in the amount of \$300,933. As a member of the Ventura County Operational Area, your jurisdiction is included as a sub-grantee and has been awarded \$47,857. Award amounts are based on your jurisdictions total percentage of the Ventura County population.

The following projects were submitted, reviewed and approved for funding on the 2016 EMPG grant program. The addition of any new projects and/or the deviation of projects originally proposed must be approved by Cal OES and the Ventura County Sheriff's Office of Emergency Services prior to executing contracts and/or spending funds.

- Emergency Management staff salary offset.
- Rental of earthquake trailer.
- Purchase of printed preparedness materials.

By accepting this grant, your agency is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. A meeting will be scheduled in the near future to discuss grant management and compliance requirements outlined in the initial project application. Any project requiring an Environmental and Historical Preservation review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This is a reimbursement grant which means funds must be expended by the sub-recipient and then reimbursed by the County of Ventura. Additionally, this grant requires the sub-recipient to provide a dollar-for-dollar match on all projects. All required procedures and forms will be covered upon meeting with your agency.

All requests for reimbursement on this grant must be received by the Sheriff's Office of Emergency Services by April 30, 2017. If you have questions pertaining to the Emergency Management Performance Grant, please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Kevin McGowan
OES Manager
Ventura County Sheriff's OES

CC: Susan Duenas

REQUEST FOR BUDGET APPROPRIATION

Department: Fire　　**Date:** October 3, 2016
Project/Program Manager: Darwin Base　　**Phone:** 385-7700

Reason for Adjustment:
Recognize revenue and appropriate 2016 Emergency Management Performance Grant (CFDA #97.042)

Accounts and Descriptions		**AMOUNT**
Fund: STATE TERM GRANTS FUND (217)		
Revenues /Transfers In		
EMPG 15-16 STATE GRANT (772259)		
217-2226-532.72-31	STATE / LOCAL SOURCES / STATE GRANT REVENUES	47,857
	Sub-total Revenues	47,857
Expenditures/Transfers Out		
EMPG 15-16 STATE GRANT (772259)		
217-2226-802.80-01	DIRECT LABOR-REGULAR	27,504
217-2226-802.80-41	EMPLOYEE BENEFITS	3,600
217-2226-802.80-42	WORKERS COMPENSATION INS	400
217-2226-802.80-43	PERS	5,450
217-2226-802.80-44	WORKERS COMP/SAFETY	150
217-2226-802.81-34	MINOR EQP-SHOP/FIELD	2,389
217-2226-802.82-09	SVCS-OTHER PROF/CONTRACT	4,998
217-2226-802.82-16	SERVICES-PRINTING-BINDING	1,987
217-2226-802.83-43	TRAINING/WORKSHOP/MTNGS	1,379
	Sub-total Expenditures	47,857
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**47,857**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

BA# (Finance Use Only)____________
BA Doc# (Finance Use Only)____________
Rev

REQUIRES CITY COUNCIL AUTHORIZATION

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 3**

DATE: October 25, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Scott Whitney
Police Chief

SUBJECT: Enterprise Fleet Management Contract

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@Oxnard.org, 385-7624

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a three year agreement (contract number A-7893) along with the Master Equity Lease Agreement for vehicle leasing with Enterprise Fleet Management Trust of Delaware for undercover and administrative vehicles in the amount not to exceed $675,000.

BACKGROUND

The Police Department currently has a fleet of 60 vehicles within the Investigative Services Bureau and the Administrative Services Bureau. Within these two bureaus exists a need for 20 undercover vehicles which are rotated on a 3-year cycle and 40 administrative vehicles which include investigator and command staff vehicles. The Enterprise Fleet Management agreement will allow us to lease undercover vehicles on a 3-year cycle instead of purchasing them. The lease agreement would be an open agreement with Enterprise Fleet Management and vehicles could be exchanged at any time but would most often be exchanged every three years. Due to the sensitive nature of undercover operations, the three (3) year rotation of vehicles increases the confidentiality of the units involved during these operations.

Due to budget constraints over the last three years which included a lack of vehicle purchasing in all Bureaus, the Police Department began using Enterprise Fleet Management to replace aging

Administrative and Investigative vehicles with more efficient vehicles, specifically hybrids. Over the last five (5) years, the police department has been able to lease and subsequently purchase fifteen (15) hybrid vehicles. The Enterprise Fleet Management Lease to Own Program allows the Department to purchase vehicles with no money down and reasonable monthly payments. The leasing of vehicles with Enterprise Fleet Management will continue the current practice approved by City Council in July 2011 which was a five-year agreement (A-7401). The annual budget increase from $171,914 a year to $225,000 a year will allow for an additional nine (9) vehicles per year to be added to the agreement which will afford vehicles in excess of 100,000 miles to be rotated out of the fleet and replaced with hybrid vehicles.

This agreement is sought under a "piggyback" Request for Proposal through TIPS, The Inter-Local Purchasing System. This is available to government entities and schools in the State of California. Under this RFP, the City of Oxnard can lease or purchase vehicles on an "as needed" basis and can acquire specific vehicles with terms and mileage given our vehicle needs. The TIPS Award to Enterprise is contract #2072816 and is valid through July 25, 2019. The cities of Pleasanton, Westminster, and Corona have piggybacked off of this contract along with the Temecula Unified School District. Enterprise has agreed to extend the same pricing structure and terms under the Master Terms and Conditions to the City of Oxnard. Enterprise Fleet Management is the only company that provides these types of services to law enforcement as many of these vehicles are outfitted with emergency equipment.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life Strategy.

Goal 2. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

The Enterprise Fleet Management Agreement allows for several cost efficient measures which are commensurate with our strategic priorities including:

- EFM will assist with cost analysis, vehicle selection, replacement recommendations for lowest total cost of ownership, coordinate delivery & pick up of vehicles
- Equity Lease option allows us to only pay for what we use. Traditional dealer leases have set mileage restrictions, or wear & tear charges
- Extend the lease month to month until the vehicle is paid off
- Purchase the vehicle for the Residual Value
- No mileage restrictions or extra charges
- No charges for damages

FINANCIAL IMPACT

The first year of the agreement (current FY2016-17) will not require any additional General

Fund appropriation above the approved City budget for FY2016-17. There are sufficient funds within the Police Department's operating budget to offset the additional cost for the current fiscal year. The second and third years of the agreement will require additional General Fund appropriations which will be included in the adopted budgets for FY2017-18, and FY2018-19.

Fiscal impact for the three years:
FY2016-17 - $198,457
FY2107-18 - $225,000
FY2018-19 - $225,000

Total Exp. $648,457

ATTACHMENTS:

Attachment A - Enterprise Agreement

Agreement No. A-7893

VEHICLE LEASING AGREEMENT

THIS VEHICLE LEASING AGREEMENT (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 21 day of June, 2016, by and between the City of Oxnard, a municipal corporation (**"City"**), and Enterprise Fleet Management Inc., a Missouri corporation (**"EFM"**).

WHEREAS, City desires to lease vehicles from Lessor, and Lessor desires to provide vehicles as described in this Agreement to City on the terms and conditions set forth in this Agreement; and

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

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

1. Coordination of Vehicle Leasing Services

All services are to be coordinated with the City Manager or designated Department Head ("Manager") or designee of the City Manager or Manager and shall be performed under the general direction of the City Manager or Manager.

2. Permits, Licenses, Certificates

EFM, at EFM'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 vehicle leasing services under this Agreement, including a City business license.

3. Scope of Services

The scope and specific terms of the services to be provided by EFM to City are detailed in the Master Equity Lease Agreement and its Amendment (Exhibit A), Indemnity Agreement (Exhibit B), and Self-Insurance Addendum (Exhibit C) of the same date, attached hereto and incorporated herein by reference.

4. Term of Agreement

This Agreement shall begin on July 1, 2016 and to expire on June 30, 2019.

5. Termination

This Agreement may be terminated by City if Manager notifies EFM, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of mailing of such notice. City agrees to pay EFM in full for all amounts due EFM as of the effective date of termination.

This Agreement may be terminated by EFM if EFM notifies Manager, in writing, of EFM's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of mailing of such notice.

6. Compensation

City agrees to pay EFM in an account not to exceed $675,000.00 for services provided under this agreement at rates provided in the vehicle lease schedule.

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

If any sales tax is due for vehicle leasing services performed by EFM, EFM shall pay the sales tax on behalf of Lessee.

7. Responsibility for Expenses

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

8. Non-Appropriation of Funds

Payments to be made to EFM by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the point of conclusion of the last fiscal year in which the City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

9. Maintenance and Inspection of Records

EFM agrees that City or its auditors shall have access to and the right to audit and reproduce any of EFM's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. EFM shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by the City. EFM agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals, and overhead.

10. Independent Contractor

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

11. Consultant Not Agent

Except as Manager may specify in writing, EFM, and its agents, employees, subcontractors and subconsultants 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.

12. Severability

City and EFM 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.

13. Arbitration

EFM and City agree that in the event of any dispute with regard to the provision of this Agreement, the vehicle leasing services rendered or the amount paid to EFM, the dispute may be submitted to arbitration upon the mutual agreement of 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.

14. Expenses of Enforcement

EFM and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

15. Order of Precedence

In the event of a conflict between any payment (excluding the not to exceed limit), scope of service or warranty terms found in this Agreement and any of the exhibits attached hereto, the order of precedence is as follows:

A. Master Equity Lease Agreement and amendment (Exhibit A), Indemnity Agreement (Exhibit B), and Self-Insurance Addendum (Exhibit C).

B. This instrument.

16. Authority to Execute

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

EFM acknowledges that the person executing this Agreement has been duly authorized by EFM to do so on behalf of EFM.

CITY OF OXNARD	ENTERPRISE FLEET MANAGEMENT, INC.
______________________________	______________________________
Tim Flynn, Mayor	Robert Guglielmo, Regional Sales Manager
APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
______________________________	______________________________
Stephen M. Fischer, City Attorney	Risk Manager
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
______________________________	______________________________
Scott Whitney, Chief of Police	Andrew Salinas, Project Manager
APPROVED AS TO AMOUNT:	
______________________________	
Greg Nyhoff, City Manager	

EXHIBIT A

Master Equity Lease Agreement and Amendment

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 1st of July, 2016, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. **RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. **USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminat under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE:	City of Oxnard	LESSOR:	Enterprise FM Trust
		By:	Enterprise Fleet Management, its attorney in fact
	______________________________		______________________________
By:	Tim Flynn	By:	Robert Guglielmo
Title:	Mayor	Title:	RSM
Address:		Address:	
Date Signed:	____________________, ______	Date Signed	____________________, ______

ATTEST:

____

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Scott Whitney, Police Chief

APPROVED AS TO CONTENT:

Andrew Salinas, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day July, 2016 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of July, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Oxnard ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions except for police radios, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

Section 11, the following paragraph of the Master Equity Lease Agreement is amended to read as follows:

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. . Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Section13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter, upon escort from Lessee, into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14, second paragraph, of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, with ten (10) days written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right, under escort from Lessee, to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement may only be amended or modified by an instrument in writing executed by both parties. The parties shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by the waiving party and then only to the extent therein set forth. A waiver by either party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which the party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

The following paragraphs are added to the end of the Master Equity Lease Agreement:

Non-Appropriation: Payments to be made to Lessor by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing 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.

Termination: Lessee reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement. This paragraph shall not be construed to mean that Lessee will lease from or buy like-kind services from another provider based on a non-appropriation of funds.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____________ day of July, 2016.

CITY OF OXNARD

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

____
Tim Flynn, Mayor

____
Robert Guglielmo, Regional Sales Manager

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

____
Risk Manager

APPROVED AS TO CONTENT:

____
Scott Whitney, Police Chief

APPROVED AS TO CONTENT:

____
Andrew Salinas, Project Manager

APPROVED AS TO AMOUNT:

____
Greg Nyhoff, City Manager

EXHIBIT B

Indemnity Agreement

INDEMNITY AGREEMENT

This Agreement is entered into as of the ____ of July, 2016, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Oxnard.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Oxnard from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Oxnard may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Oxnard and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Oxnard have executed this Indemnity Agreement as of the day and year first above written.

CITY OF OXNARD

____
Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

____
Scott Whitney, Police Chief

APPROVED AS TO AMOUNT:

____
Greg Nyhoff, City Manager

Enterprise Fleet Management, Inc.

____
Robert Guglielmo, Regional Sales Manager

APPROVED AS TO INSURANCE:

____
Risk Manager

APPROVED AS TO CONTENT:

____
Andrew Salinas Project Manager

EXHIBIT C

Self-Insurance Addendum

SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)

This Addendum is made to the Master Equity Lease Agreement dated the ____ July, 2016, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

In accordance with the California Government Code Section 989 and990, the Lessee is required to have self-insurance coverage.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Oxnard

____

By: Tim Flynn
Title: Mayor

Date Signed:____________________, ______

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

____

By: Robert Guglielmo
Title: RSM

Date Signed:____________________, ______

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

____
Risk Manager

APPROVED AS TO CONTENT:

____
Scott Whitney, Police Chief

APPROVED AS TO CONTENT:

____
Andrew Salinas, Project Manager

APPROVED AS TO AMOUNT:

____
Greg Nyhoff, City Manager

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 1

DATE: October 25, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Extend Blanket Purchase Order No. 5639 for Silvas Oil Company to Deliver Lubricants and Antifreeze to Various City Sites for the Period of January 1, 2017 to June 30, 2018 (5/5/5)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve and authorize the City Manager to extend Blanket Purchase Order No. 5639 for Silvas Oil Company to deliver lubricants and antifreeze to various City sites, for period from January 1, 2017, to June 30, 2018, in an amount not to exceed $375,000.

BACKGROUND

On July 1, 2015, the City posted, on its website, Request for Bids ("RFB") No. GS-R15-40 for delivery of fuel (gasoline, clear diesel, red dye diesel, and bio-diesel), lubricants, and antifreeze to various City sites to support and maintain machinery, equipment, and vehicles under their responsibility. The RFB was advertised in the newspaper *Vida* on July 9, 2015. Four vendors submitted bids by the July 31, 2015, deadline: MacValley Oil Company, Sawyer Petroleum, Southern Counties Fuel DBA SC Fuels, and Silvas Oil Company. Bidders were rated according to bid prices, references, proposed emergency fuel support in case of a declared emergency, and the companies' experience and resources. Based on the above criteria, staff recommended splitting the contract into three: MacValley Oil Company was the lowest responsible bidder for gasoline and diesel, Sawyer Petroleum was the only bidder for bio-diesel to the Wastewater Treatment Plant, and Silvas Oil Company was the lowest responsible bidder for lubricants and antifreeze. At its December 8, 2015, meeting, City Council approved Blanket Purchase Order No. 5639 for Silvas Oil Company to deliver lubricants and antifreeze to various City sites in an amount not to exceed $150,000.

Per City Council Resolution No. 13,932, purchase orders may be extended for no more than three (3) years, including the original term. Staff is thus requesting extending the agreement with Silvas Oil Company another eighteen (18) months, for period January 1, 2017-June 30, 2018, for a total contract period of two and a half (2 ½) years, as Finance recommends a fiscal year, instead of a calendar year, contract period. Staff will go out to bid for the next contract period.

Silvas Oil Company will deliver the following products to the following City sites:

- Lubricants and antifreeze to Environmental Resources located at 111 Del Norte Boulevard
- Lubricants to Fleet Services Shops located at 1060 Pacific Avenue and 111 Del Norte Boulevard
- Lubricants and antifreeze to the River Ridge Golf Course located at 2401 West Vineyard Avenue
- Lubricants to the Wastewater Treatment Plant located at 6001 Perkins Road

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no additional financial impact to the General Fund. These costs have been accounted for in the approved City budget. The value of the revised Blanket Purchase Order No. 5639 with Silvas Oil Company is $375,000, estimated per site as follows:

• Environmental Resources	$ 27,092
• Fleet Services shops	162,548
• River Ridge Golf Course	17,110
• Wastewater Treatment Plant	168,250
TOTAL	$375,000

Each City department/division will pay for its own purchases from the department's operating budget. Environmental Resources will pay out of Environmental Resource Operating Fund. Fleet Services' purchase will pay out of Fleet Internal Service Fund. The Wastewater Treatment Plant will pay out of Wastewater Operating Funds. High Tide and Green Grass, Inc., operators of the River Ridge Golf Course, will pay for its own purchases.

ATTACHMENTS:

Attachment A - Blanket Purchase Order No. 5639

CITY OF OXNARD CALIFORNIA

BLANKET ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
005639

DATE: 9/15/2016

VENDOR PHONE: (805)486-4581
VENDOR FAX: ( ) -
VENDOR #: 4505
VENDOR ADDRESS: SILVAS OIL COMPANY INC
P.O. BOX 1048
FRESNO, CA 93714

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/30/2018	0000002419	10/15/2015	USE THIS VENDOR FOR PAYME
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			RENA BASSETT

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

CHANGE ORDER
LUBRICANTS & ANTIFREEZE TO VARIOUS CITY SITES
Effective date: 10/15/2015
Expiration date: 06/30/2018
Not to exceed: 375,000.00

CCRC
9/13/16
REVIEWED

TOTAL PURCHASE AMOUNT **$0.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. ____________________
Greg Nhyoff, City Manager

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

BLANKET ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
005639

DATE: 9/15/2016

VENDOR PHONE: (805)486-4581
VENDOR FAX: ( ) -
VENDOR #: 4505
VENDOR ADDRESS: SILVAS OIL COMPANY INC
P.O. BOX 1048
FRESNO, CA 93714

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

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06/30/2018	0000002419	10/15/2015	USE THIS VENDOR FOR PAYME
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			RENA BASSETT

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor 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 or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 2

DATE: October 25, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Extend Blanket Purchase Order No. 5640 for MacValley Oil Company to Deliver Gasoline and Diesel to Various City Sites for the Period January 1, 2017 to June 30, 2018 (5/5/5)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to extend Blanket Purchase Order No. 5640 for MacValley Oil Company to deliver gasoline and diesel to various City sites, for the period from January 1, 2017, to June 30, 2018, in an amount not to exceed $1,354,000.

BACKGROUND

On July 1, 2015, the City posted, on its website, Request for Bids ("RFB") No. GS-R15-40 for delivery of fuel (gasoline, clear diesel, red dye diesel, and bio-diesel), lubricants, and antifreeze to various City sites to support and maintain machinery, equipment, and vehicles under their responsibility. The RFB was advertised in the newspaper *Vida* on July 9, 2015. Four vendors submitted bids by the July 31, 2015, deadline: MacValley Oil Company, Sawyer Petroleum, Southern Counties Fuel DBA SC Fuels, and Silvas Oil Company. Bidders were rated according to bid prices, references, proposed emergency fuel support in case of a declared emergency, and the companies' experience and resources. Based on the above criteria, staff recommended splitting the contract into three: MacValley Oil Company was the lowest responsible bidder for gasoline and diesel, Sawyer Petroleum was the only bidder for bio-diesel to the Wastewater Treatment Plant, and Silvas Oil Company was the lowest responsible bidder for lubricants and antifreeze. At its December 8, 2015, meeting, City Council approved Blanket Purchase Order No. 5640 for MacValley Oil Company to deliver gasoline and diesel to various City sites in an amount not to exceed $514,000.

Per City Council Resolution No. 13,932, purchase orders may be extended for no more than three (3) years, including the original term. Staff is thus requesting extending the agreement with MacValley Oil Company another eighteen (18) months, for period January 1, 2017-June 30, 2018, for a total contract period of two and a half (2 ½) years, as Finance recommends a fiscal year, instead of a calendar year, contract period. (Staff will go out to bid for the next contract period.) As the RFB allows for the addition or deletion of delivery sites and fuel types during the course of the contract, staff is requesting the addition of 10,000 gallons of clear diesel for the Wastewater Treatment Plant, valued at $46,000 annually, as Wastewater is switching from bio-diesel to clear diesel to power their vehicles and equipment as there were issues with bio-diesel separating into its various components when it sits too long, causing equipment breakdown. (The agreement with the bio-diesel provider, Sawyer Petroleum, will not be extended beyond the contract termination date of December 31, 2016.) A review of the bids for clear diesel from all four vendors, submitted under RFB No. GS-R15-40, indicated that MacValley Oil Company is the lowest responsible bidder.

MacValley Oil Company will deliver fuel to the following City sites:

- Gasoline and red dye diesel to Environmental Resources located at 111 Del Norte Boulevard
- Gasoline and clear diesel to Fire Stations 1 and 8 located at 491 South "K" Street and 3000 South Rose Avenue, respectively
- Clear diesel to Fire Stations 2-6 located at 531 East Pleasant Valley Road, 150 Hill Street, 230 West Vineyard Avenue, 1450 Colonia Road, and 2601 Peninsula Road, respectively
- Gasoline and red dye diesel to the River Ridge Golf Course located at 2401 West Vineyard Avenue

Gasoline and clear diesel to the Wastewater Treatment Plant located at 6001 Perkins Road

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no additional financial impact to the General Fund. These costs have been accounted for in the approved City budget. The value of the revised Blanket Purchase Order No. 5640 with MacValley Oil Company is $1,354,000, estimated per site as follows:

• Environmental Resources	$ 467,500
• Fire Stations 1-6 & 8	505,000
• River Ridge Golf Course	192,500
• Wastewater Treatment Plant	189,000
TOTAL	$1,354,000

Each City department/division will pay for its own fuel purchases from its own operating budget. Environmental Resources will fund its fuel consumption from Environmental Resources Fund. As an internal service fund, Fleet Services charges the Fire Department's General Fund budget for fuel purchased on behalf of Fire Stations 1-6 and Fire Department's Measure O Funded for Station 8. The Wastewater Treatment Plant will pay out of Wastewater Operating Funds. High Tide and Green Grass, Inc., operators of the River Ridge Golf Course, will pay for its own purchases.

ATTACHMENTS:

Attachment A - Blanket Purchase Order No. 5640

CITY OF OXNARD CALIFORNIA

BLANKET ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
005640

DATE: 9/15/2016

VENDOR PHONE: (805)485-7246
VENDOR FAX: ( ) -
VENDOR #: 3025
VENDOR ADDRESS: MAC VALLEY OIL COMPANY
100 N DEL NORTE BLVD.
OXNARD, CA 93030

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/30/2018	0000002417	10/15/2015	WANDA 485-6900
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			RENA BASSETT

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

CHANGE ORDER
FUEL DELIVERY TO VARIOUS CITY SITES
Effective date: 10/15/2015
Expiration date: 06/30/2018
Not to exceed: 1,354,000.00

CCRC 9/13/16 REVIEWED

APPROVED AS TO AMOUNT

Greg Nyhoff, City Manager

TOTAL PURCHASE AMOUNT **$0.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE.
Tim Flynn, City Manager

ATTEST:

Daniel Martinez, City Clerk

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

BLANKET ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
005640

DATE: 9/15/2016

VENDOR PHONE: (805)485-7246
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			RENA BASSETT

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor 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 or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 3

DATE: October 25, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Pavement Management System Update (20/20/15)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That the City Council receive a verbal update on the Pavement Management System (PMS) and provide feedback to staff.

BACKGROUND

Over the last 15 years, the City has been applying pavement management principles to the maintenance of neighborhood and arterial streets. During this time the City spent nearly $130 million on street resurfacing projects. While there are a number of resurfacing projects that still need to be completed, there is a significant need for preventative maintenance on the streets that were resurfaced over the past 15 years. To maintain the current average street condition it will be necessary to expand our existing preventive maintenance program. The best way to reach this goal is to implement a program of continuous preventative maintenance such as crack sealing, slurry sealing and cape sealing of streets on a regular basis. The cost to maintain streets at the current average condition is approximately $12 million per year. The only currently identified long term funding is approximately $4 million per year from Infrastructure Use Fees. However, there are a small number of other potential future funding sources that are being pursued.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the

Infrastructure and Natural Resources strategy is to establish, preserve and improve infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goal and objective:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

There is no financial impact associated with this report. The cost to maintain streets at the current average condition is approximately $12 million per year. Projected future revenue is approximately $4 million per year.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 4

DATE: October 25, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Wastewater Treatment Plant Improvements Project Update (30/20/20)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That the City Council receive a verbal update on the Oxnard Wastewater Treatment Plant improvements project and provide feedback to staff.

BACKGROUND

Wastewater Treatment

Wastewater is water that has had its quality degraded by some type of human activity. Residential sources of wastewater include toilets, showers, sinks, and washing machines. Commercial sources of wastewater include food processing, manufacturing and oil production. Some materials in wastewater can be hazardous to human health and the environment. These materials must be treated at a wastewater treatment plant before being safely released. Wastewater treatment in Oxnard is provided through primary, secondary, and recycled water treatment. Primary wastewater treatment consists of settling tanks to remove inorganic materials and heavy solid materials. Secondary treatment consists of biological treatment in activated sludge treatment basins (or bio-towers) and settling tanks to remove soluble organics. Recycled water treatment consists of membrane filtration and reverse osmosis followed by advanced oxidation and disinfection to remove dissolved organics, minerals, and viruses.

The Oxnard Wastewater Treatment Plant's History

The City's original wastewater treatment plant was located at Durley Park. In the 1950s, the City relocated the wastewater treatment plant to the current location. In the 1970s, the City constructed two bio-towers to provide partial secondary treatment. In the 1980s, the City upgraded the wastewater treatment plant to full secondary treatment (activated sludge) to meet the requirements of the federal Clean Water Act. In 2006, the City constructed a new headworks facility (screening and grit removal).

The wastewater treatment plant was initially operated by Ventura Regional Sanitation District (VRSD) as a regional wastewater treatment plant. In the 1980s, the City took over the wastewater treatment plant operations and maintenance responsibilities. However, the plant is still a regional facility, processing wastewater from the City of Port Hueneme, Channel Islands Beach Community District, United States Navy bases, El Rio, Nyeland Acres, and Las Posas Estates.

The Oxnard Wastewater Treatment Plant Today

The City of Oxnard's Wastewater Treatment Plant (OWTP), located at 6001 South Perkins Road, provides primary and secondary wastewater treatment, while recycled water treatment is provided for a portion of the wastewater at the nearby Advanced Water Purification Facility (AWPF). The OWTP currently treats approximately 19 million gallons of wastewater per day (mgd) and has an ultimate capacity of 32 mgd.

Wastewater collected from throughout the City enters the OWTP at the headworks where debris and grit are removed. From the headworks, wastewater is pumped into primary clarifiers (settling tanks) to remove inorganic materials and heavy solid materials.

After primary treatment, the wastewater is pumped to bio-towers (trickling filters) and activated sludge basins for biological treatment to remove soluble organics in the wastewater. The treated wastewater is then directed into secondary sedimentation tanks for final solids settling before discharging into the Pacific Ocean via an ocean outfall pipeline. A portion of the treated wastewater is conveyed to the AWPF for recycled water treatment.

Biosolids collected at the primary clarifiers and secondary sedimentation tanks are processed at the digester facility to break down volatile organic materials to stabilize the biosolids. The digested biosolids are dewatered before being disposed at the Toland Landfill operated by VRSD. Gas produced in the digestion process provides fuel for generators (cogeneration), which provides power to almost half of the plant processes.

In recent years, insufficient funding to address all of the needs at the OWTP has resulted in deferment of required maintenance precipitating frequent failures of equipment and process units as well as safety concerns. In addition, staffing shortages have exacerbated these problems at the facility and resulted in criticism from the State Water Resources Control Board.

Wastewater Planning

In 1985, the City conducted the first wastewater treatment plant master plan effort. Since that time, the City has conducted a number of studies including an OWTP Asset Management Plan in 2002 and Wastewater Collection Master Plans in 2002 and 2008. Since 2000 the City has upgraded the Redwood and Ventura Trunk Collection sewers and replaced the headworks.

However, a number of other recommended projects have not been implemented due to lack of funding. These projects include the Central Trunk sewer replacement, primary treatment upgrades, cogeneration replacement, and biosolids dewatering equipment replacement.

In March 2014, staff presented an assessment of the treatment plant conditions, with particular concern for the safety of the bio-towers. Staff also discussed delayed maintenance due to inadequate funding. Overall, the wastewater treatment plant was determined to be in critical need of repairs.

In July 2015, the master plan consultant confirmed the wastewater treatment plant infrastructure conditions, rating it in whole with the letter grade "D." That means 80 percent of the wastewater treatment plant infrastructure has been designated to be in fair, poor, or very poor condition. The master plan consultant also identified some of the critical treatment processes that are beyond their useful lives and are in danger of failure. These facilities are the primary clarifier equipment, bio-towers, cogeneration equipment, biosolids dewatering equipment, pumping facilities, and the plant control system.

The master plan consultant also recommended that the City immediately address all failing infrastructure before tackling the longer term wastewater treatment plant upgrades.

OWTP Rehabilitation

In 2015, the City Council selected AECOM Technical Services, Inc. (AECOM) to perform a feasibility study and begin preliminary and final design for critical infrastructure improvements for facilities that are in danger of failure as well as long-term upgrades at the wastewater treatment plant.

The status of the most urgent projects is the following:

1. Design 95% complete
    a. Cogeneration rehabilitation
    b. Bio-solids processing rehabilitation

2. Preliminary design complete
    a. Biotower demolition
    b. Primary clarifier rehabilitation

c. Activated sludge control system upgrade
d. Digester rehabilitation

The AECOM Team has also performed various condition assessments, evaluations, data review, and preliminary design activities as part of the OWTP Improvements Phase 2A project. These efforts have resulted in a better understanding of existing facility condition, seismic requirements, and capacity of existing treatment units; thereby allowing the AECOM Team to refine three alternatives available to the City for the long-term upgrades at the wastewater treatment plant.

Each alternative considered incorporates conversion of the existing secondary treatment process to a Membrane Bioreactor (MBR) treatment system. MBR is a current state-of-the-art technology for secondary treatment that is typically considered for new wastewater treatment plants and major upgrades. The MBR process consists of activated sludge reactors that use membrane filtration for solids separation. The membranes utilize polymeric filtration media with pore sizes ranging from 0.04 (hollow fiber) to 0.4 microns (flat sheet) to separate solids from the treated effluent. These systems are used to replace the secondary sedimentation and filtration steps normally associated with the activated sludge process.

MBR is particularly applicable at the OWTP for two main reasons:

1. The City's recycled water treatment facility (AWPF) requires a two-step filtration process – microfiltration (MF) followed by reverse osmosis (RO) due to the quality of the water entering the AWPF. Use of MBR at the OWTP will allow the City to skip the MF step at the AWPF and thereby significantly reduce the treatment cost.

2. The OWTP's existing secondary sedimentation basins can be repurposed for other treatment system uses providing a considerable capital cost savings versus building new structures.

The next phase of the project will to complete the designs for the remaining urgent projects, refine the options for stop-gap and mid-term rehabilitation projects, and develop final cost estimates.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and natural Resources strategy is to establish, preserve and improve out infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

There is no financial impact associated with the acceptance of this report. Construction cost estimates for each project will be presented in the next report.