

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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
PUBLIC SAFETY COMMITTEE
Council Chambers, 305 West Third Street
April 9, 2019
Regular Meeting – 2:00 to 3:15 PM

A. ROLL CALL / POSTING OF AGENDA

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen 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. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Safety Committee approve the minutes of the March 12, 2019 Regular Meeting as presented.

Contact: Michelle Ascencion

Phone: (805) 385-7805

D. REPORTS

Fire Department

1. SUBJECT: Oxnard Fire Prevention. (15/10/5)

RECOMMENDATION: That the Public Safety Committee receive a presentation from the Fire Marshal on an overview of all the services Prevention provides, the operation structure, fees for service overview, the technology recently implemented, and future challenges and goals for the division.

Contact: Darwin Base

Phone: (805) 385-7700

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

Police Department

2. SUBJECT: Donation of Used Dive Equipment. (5/5/5)
RECOMMENDATION: That the Public Safety Committee recommend that the City Council adopt a resolution 1) authorizing the donation of diving equipment previously used by the former Oxnard Public Safety Dive Team to the all-volunteer Ventura County Sheriff's Office Search and Rescue Dive Team and 2) approving the related donation agreement.
Contact: Scott Whitney Phone: (805) 385-7624

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC SAFETY COMMITTEE
Regular Meeting
March 12, 2019

A. ROLL CALL / POSTING OF AGENDA

At 2:03 p.m., Chair MacDonald called to order the regular meeting of the Oxnard City Council Public Safety Committee in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Carmen Ramirez and Chair Bryan MacDonald were present; Member Vianey Lopez was absent.

Staff members present were Alexander Nguyen, City Manager; Jason Zaragoza, Deputy City Attorney; Jason Benites, Assistant Police Chief; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Safety Committee approve the minutes of the February 26, 2019 Regular Meeting as presented.

VOTE: Ramirez and MacDonald voted in favor of approval; the minutes were approved 2-0.

D. REPORTS

Police Department

1. SUBJECT: False Alarm Reduction Program.

RECOMMENDATION: That the Public Safety Committee: 1) receive a report from the Police Department regarding its plan to reduce security system false alarms, and 2) provide input.

The Assistant Police Chief gave a report. No public comments were received. Discussion ensued among the Council and staff. No action was required.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

Chair MacDonald requested a review of the tow contract. Member Ramirez requested items on youth violence prevention, protecting seniors during emergencies, and stats on opioids calls and emergencies.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 2:25 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BRYAN MACDONALD
Chair



PUBLIC SAFETY COMMITTEE
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: April 9, 2019

TO: Public Safety Committee

FROM: Darwin Base, Fire Chief
darwin.base@oxnard.org, (805) 385-7700

SUBJECT: Oxnard Fire Prevention. (15/10/5)

RECOMMENDATION

That the Public Safety Committee receive a presentation from the Fire Marshal on an overview of all the services Prevention provides, the operation structure, fees for service overview, the technology recently implemented, and future challenges and goals for the division.

BACKGROUND

Oxnard Fire Prevention Bureau (the “Bureau”) provides regulatory oversight for state-mandated, inspections, new construction, and investigation of fires. In 2018, fees for service were adopted by the City to ensure that the City is collecting fees consistent with the reasonable costs incurred by the City to provide the Bureau’s services. The Bureau has implemented new technology that will increase fire code compliance of local businesses, multifamily dwellings, and other structures, reducing risk in our community.

To increase efficiencies, the Bureau has contracted with the vendor Streamline to provide software that allows inspectors to report directly on their iPads while on location of an inspection. This reduces time spent writing reports in the office and provides real-time updates of potential hazards to engine companies and inspectors. Streamline handles all billing and collections and manages the data collected.

A second vendor, the Compliance Engine, has been contracted to manage all fire protection systems in accordance with the State Fire Marshals requirements. Business owners and service providers are required to report sprinkler inspections, hood systems, fire alarms etc. via this third-party reporting system. This program was implemented two years ago with great success. By ensuring that all businesses are up to State Code, there is less risk of fire and personal injury. The Bureau has provided notices to business owners educating them on the new requirements, additional community outreach has taken place through the Chamber of Commerce, INCO meetings, and social media.

The Bureau will review current practices and share future plans for inspections, permits, and community outreach.

STRATEGIC PRIORITIES

This agenda item is related to one of the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no financial impact caused by this report.

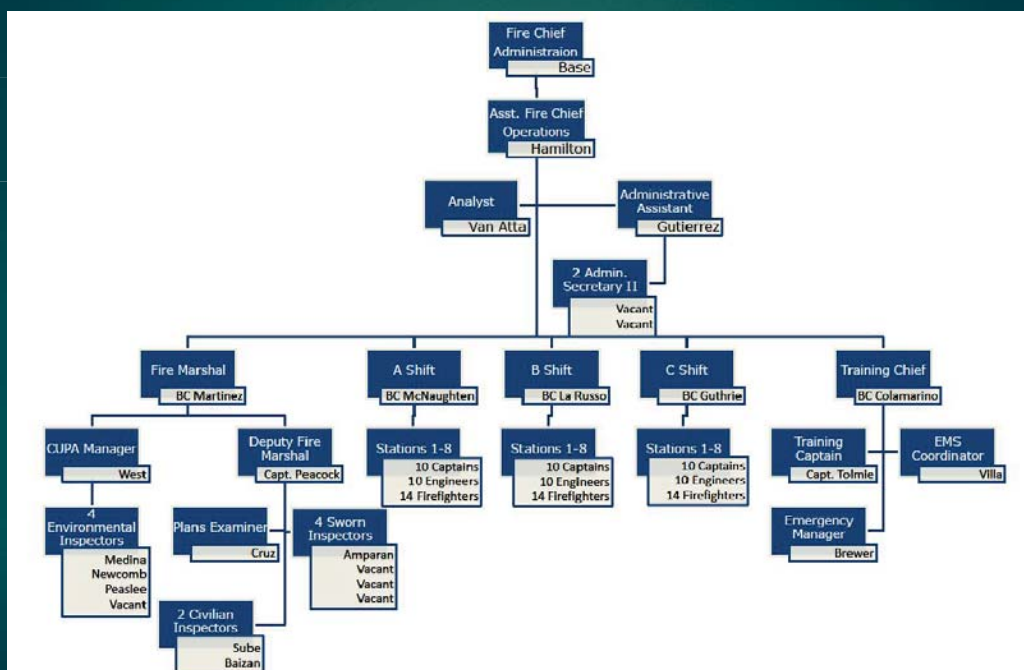
Prepared by Sergio Martinez, Battalion Chief

Oxnard Fire Prevention Bureau

Our mission is to ensure our residents, employees, business community and visitors are safe. This is accomplished through public education, progressive fire protection planning and strong enforcement of applicable codes, regulations, and standards. In addition, by fostering partnerships through community outreach, everyone will be able to safely enjoy the great quality of life that Oxnard offers.



Chain of Command



Current Staffing Levels

- ▶ Fire Marshal (Safety - Battalion Chief)
- ▶ Deputy Fire Marshal (Safety - Captain)
- ▶ Fire Inspector/Investigator (Safety - Firefighter)
- ▶ Two Fire Inspectors (non safety - Civilian)



What is Fire Prevention?

- ▶ California Fire Code Section 103 – Administrative Provisions
 - ▶ California Fire Code mandates that a fire prevention unit is established within the jurisdiction under the direction of the fire code official. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.
- ▶ Fire Prevention is divided into four sections or programs:
 - ▶ New Construction
 - ▶ Annual Life Safety
 - ▶ Enforcement
 - ▶ Public Education



New Construction

- ▶ Plans examiner reviews plans to ensure that new structures are designed and built while meeting all required codes and regulations
 - ▶ Approximately 700 plans reviewed in 2018
 - ▶ Projects ranged from tents and single family dwellings to large developments such as a 150,000 sq. ft. senior living facility



Fire Inspection Program Goals

- ▶ Engine Company Inspections
 - ▶ Conduct approximately 3,000 inspections annually
 - ▶ Inspect businesses throughout city
- ▶ Fire Inspectors
 - ▶ Conduct approximately 1,900 inspections annually
 - ▶ Inspections consist of more complex businesses, as well as state mandated occupancies such as Apartments, Hotels, Nursing Facilities



Fire Inspection By The Numbers

- ▶ California State Fire Marshal Mandates the annual inspection of specific occupancies each year
 - ▶ Assemblies – such as nightclubs, movie theaters, performing arts center: 34
 - ▶ R1 – Hotels, Motels, lodging homes: 25
 - ▶ R2 – Multi Family apartments consisting of 3 or more units: 725
 - ▶ I – Institutions such as the Jail: 2
 - ▶ E – Educational Facilities like public and private schools: 54
- ▶ In addition, inspections are conducted at businesses, day cares and public gatherings

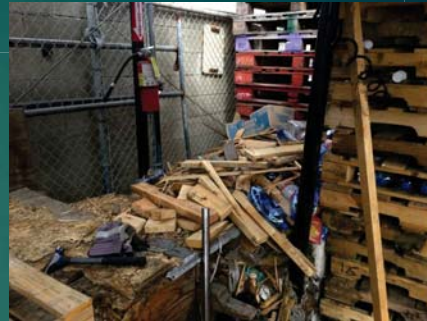
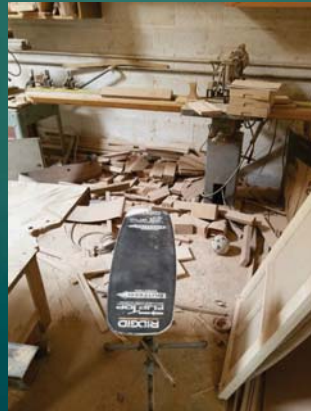


Fire Inspection Findings

- ▶ Common Inspection Findings are the 3 E's
 - ▶ Electrical
 - ▶ Exiting
 - ▶ Extinguishers
- ▶ Electrical fires were responsible for approximately 24,000 residential fires nationwide* (statistics provided by National Fire Protection Association, NFPA)
- ▶ The second leading cause of fatal residential fires (20%) is due to exiting issues* (statistics provided by National Fire Incident Reporting Systems, NFIRS)
- ▶ A review of 34 years of data found that fire extinguishers were effective in extinguishing fires 95% of the time* (National Association of Fire Equipment Distributors)



Fire Inspection Findings



Fee Based Inspections

SECTION 8 LICENSE INSPECTION FEES (OVER THE COUNTER)

(Includes, but not limited to, community care facilities, daycare, high-rise inspections and State licenses)

1. Inspection fee (includes initial inspection and one follow-up inspection)		\$278
2. Reinspection fee (or annual inspection) (minimum 1 hour)	_____ @ \$129/hr. =	_____
3. New business license inspection 0-5k	\$91	_____
4. New business license inspection 5k-25k	\$163	_____
5. New business license inspection 25k-200k	\$210	_____
6. New business license inspection 200k	\$305	_____
Total Section 8	_____	_____

SECTION 9 ANNUAL INSPECTIONS

1. Kitchen Hood	\$129	_____
2. Spray Booth	\$95	_____
3. Licensed Care Facilities 7-25	\$115	_____
4. Licensed Care Facilities 26-50	\$210	_____
5. Licensed Care Facilities 50+	\$258	_____
6. State Mandated R1/R2 3-10	\$115	_____
7. State Mandated R1/R2 11-25	\$163	_____
8. State Mandated R1/R2 26-50	\$210	_____
9. State Mandated R1/R2 50+	\$305	_____
Total Section 9	_____	_____



FY 2019/2020 Cost Recovery

- ▶ Engine Company inspections
 - ▶ 3,000 inspections (\$129 avg.) = \$336,000
- ▶ Prevention Division inspections
 - ▶ 2,000 inspections (\$129 avg.) = \$224,000
- ▶ Temporary Use Permits
 - ▶ \$20,000
- ▶ The Compliance Engine
 - ▶ \$19,995



Fire Investigations

- ▶ California Fire Code 104.10 – Fire Investigations
 - ▶ The fire code official, the fire department or other responsible authority shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record, except as directed by a court of law
- ▶ Role of investigator is to determine cause and origin of fires that are suspicious in nature or where an injury/fatality has occurred
 - ▶ Cars
 - ▶ Structures
 - ▶ Vacant lots



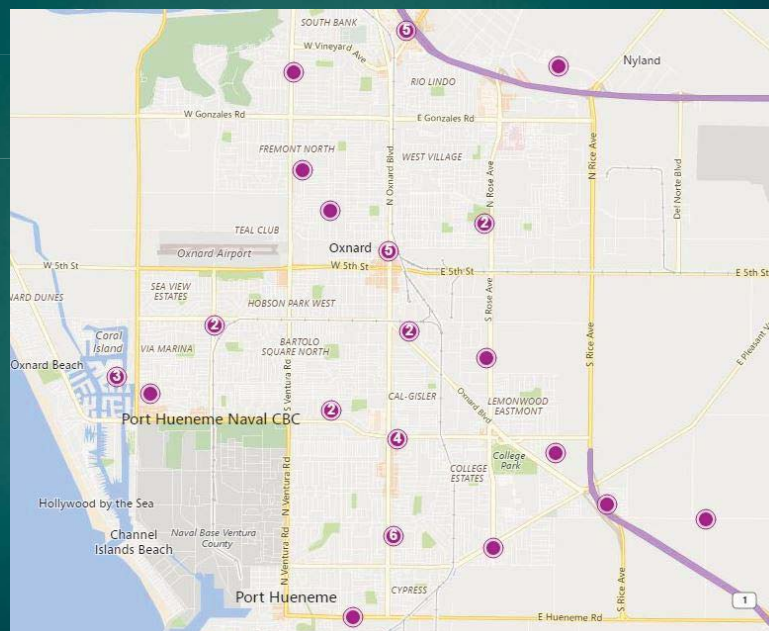
Fire Investigations By The Numbers

- ▶ Each year, investigators respond to approximately 90 fires
 - ▶ Approximately half of all fires are suspicious in nature
- ▶ In 2018, the Oxnard Fire Department responded to two fatal residential structure fires
- ▶ 2017 Total Property loss valued at approximately \$1,709,890
- ▶ Between 2014 and 2017, OFD Investigators responded to 311 fires in the city



Fire Investigations

Dispatched Fires from
previous 30 days



Fire Investigations



Public Education

- ▶ Read Across America
- ▶ CERT
- ▶ Social Media
 - ▶ Twitter
 - ▶ Instagram



Goals FY 2019/2020

- ▶ Full Staffing
- ▶ New Business Inspections
- ▶ Increase Public Education
- ▶ Enforcement



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PUBLIC SAFETY COMMITTEE
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: April 9, 2019

TO: Public Safety Committee

FROM: Scott Whitney, Police Chief
scott.whitney@oxnard.org, (805) 385-7624

SUBJECT: Donation of Used Dive Equipment. (5/5/5)

RECOMMENDATION

That the Public Safety Committee recommend that the City Council adopt a resolution 1) authorizing the donation of diving equipment previously used by the former Oxnard Public Safety Dive Team to the all-volunteer Ventura County Sheriff's Office Search and Rescue Dive Team and 2) approving the related donation agreement.

BACKGROUND

The former Oxnard Public Safety Dive Team ("Team") was established in 1987 and consisted of 16 divers (ten Police personnel and six Fire Department personnel). The Team was dissolved in 2018 after a cost/benefit analysis showed unsustainable costs associated with ongoing monthly training required for the divers to maintain competency and certifications.

Although search, rescue, and recovery dive operations occur on a very infrequent basis, they are some of the most dangerous types of public safety operations. This is due to hazardous conditions in the water often associated with poor visibility, submerged objects, fishing lines, boats, etc. Given the inherent dangers of dive operations, the Team was required to participate in extensive ongoing monthly training to maintain competency and certifications. The ongoing training demands created stress on patrol staffing levels making it necessary to backfill with overtime to cover the shifts of the patrol officers attending the monthly dive team training.

Given the very limited number of incidents in the city requiring underwater search, rescue, and recovery services, coupled with the drain on patrol resources that was occurring to maintain monthly training, the decision was made to disband the Team. Prior to doing so, the department consulted with the Ventura County Sheriff's Office (VCSO). The VCSO has an all-volunteer civilian dive team consisting of 20 divers.

The VCSO provides monthly comprehensive training to the all-volunteer dive team. There is one

deputy from the VCSO that is assigned to the team as a liaison. The volunteer team is trained on topics such as diving, underwater handling of evidence, conducting searches, preservation of victims, repelling from a helicopter etc. The team trains on a monthly basis. Each volunteer team member is required to supply their own diving equipment. The VCSO also has a team of 12 public safety divers (six deputies and six firefighters) that are trained to deploy from a helicopter. The six deputies are all crew chiefs for the VCSO Aviation Unit. Each year the team averages just 1 to 2 diving deployments from a helicopter.

The VCSO provided assurance to the department that the all-volunteer search and rescue dive team, and the public safety divers, would be available to our city in the event of a mutual aid request.

Staff recommends donating the surplus diving equipment from the former Oxnard Public Safety Dive Team to the Ventura County Sheriff's Volunteer Search and Rescue Inc., a 501 (c)(3) non-profit organization (77-0295203). The diving equipment will be used for the purpose of providing public safety-related diving services throughout the County, including the city of Oxnard.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

There is no cost to the General Fund. The estimated value of the diving equipment is approximately \$65,617.00 (*fair market value*).

*Prepared by: Robin Whitney, Police Commander
Eric S. Sonstegard, Assistant Police Chief
Jason Zaragoza, Deputy City Attorney*

ATTACHMENTS

Attachment A - Inventory of Diving Equipment with Estimated Values

Attachment B - Donation Resolution and Agreement

Attachment A- Inventory of Diving Equipment with Estimated Values

Name	Price	Quantity	Total
Fins	\$30.00	18	\$540.00
Buoyancy Compensator	\$100.00	20	\$2,000.00
Hard Case	\$100.00	14	\$1,400.00
Mask	\$25.00	10	\$250.00
Metal Detector	\$230.00	1	\$230.00
Pony Tank Holder	\$40.00	14	\$560.00
Snorkel	\$5.00	7	\$35.00
Regulators	\$150.00	22	\$3,300.00
Tanks	\$80.00	52	\$4,160.00
Emergency Oxygen	\$400.00	1	\$400.00
Weight Belt	\$20.00	29	\$580.00
Weights	\$3.00 (per lb.)	294	\$882.00
Wetsuits	\$100.00	15	\$1,500.00
Wetsuit accessories	\$20.00	29	\$580.00
Misc scuba accessories	\$10.00	48	\$480.00
Scuba Compressor	\$7,000.00	1	\$7,000.00
Side Scan Sonar	\$8,000.00	1	\$8,000.00
Full face mask and Commms	\$1,200.00	15	\$18,000.00
Chest Harness	\$20.00	10	\$200.00
Surfaces Supply Equipment	\$500.00	1	\$500.00
Drysuits	\$900.00	15	\$13,500.00
Camera and Strobe	\$200.00	2	\$400.00
Flashlight	\$80.00	14	\$1,120.00
		TOTAL:	\$65,617.00

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE DONATION OF DIVING EQUIPMENT PREVIOUSLY
USED BY THE FORMER OXNARD PUBLIC SAFETY DIVE TEAM TO THE
ALL-VOLUNTEER VENTURA COUNTY SHERIFF'S OFFICE SEARCH
AND RESCUE DIVE TEAM

WHEREAS, the City of Oxnard Public Safety Dive Team ("Team") was established in 1987 and consisted of 16 divers; and

WHEREAS, the Team was dissolved in 2018 after a cost/benefit analysis showed unsustainable costs associated with ongoing monthly training required for the divers to maintain competency and certifications; and

WHEREAS, Ventura County Sheriff's Volunteer Search and Rescue, Inc. ("VCSVSR") is an all-volunteer civilian dive team consisting of 20 divers, and a team of 12 public safety divers; and

WHEREAS, the VCSVSR provides monthly comprehensive training to the all-volunteer dive team; and

WHEREAS, each volunteer team member is required to supply their own diving equipment; and

WHEREAS, the VCSVSR has provided assurance to the Oxnard Police Department that the all-volunteer search and rescue dive team, and the public safety divers, would be available to the City in the event of a mutual aid request; and

WHEREAS, the City owns surplus equipment (the "Equipment") used by the Team, more specifically described in **Exhibit A**, which is attached hereto and incorporated by this reference, and

WHEREAS, the Police Department has requested that the Equipment be donated to the VCSVSR; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to authorize the donation of said Equipment to the VCSVSR since the donation will allow the City to dispose of the Equipment at no cost, and the equipment will provide numerous safety benefits to the public.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. That the foregoing is true, correct and adopted.

2. That the Equipment Donation Agreement attached hereto as **Exhibit B** (Agreement No. _____) is hereby approved and the Mayor is hereby authorized to execute said Agreement.

3. That, notwithstanding Resolution No. 11,717, the Oxnard Police Chief is hereby authorized to donate the Equipment to the VCSVSR pursuant to the terms of the Equipment Donation Agreement upon City Council adoption of this Resolution and the Mayor's execution of the Equipment Donation Agreement.

PASSED AND ADOPTED THIS ____th day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A- Inventory of Diving Equipment with Estimated Values

Name	Price	Quantity	Total
Fins	\$30.00	18	\$540.00
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Chest Harness	\$20.00	10	\$200.00
Surfaces Supply Equipment	\$500.00	1	\$500.00
Drysuits	\$900.00	15	\$13,500.00
Camera and Strobe	\$200.00	2	\$400.00
Flashlight	\$80.00	14	\$1,120.00
		TOTAL:	\$65,617.00

EXHIBIT B

Agreement No. A-8133

EQUIPMENT DONATION AGREEMENT

THIS EQUIPMENT DONATION AGREEMENT (“**Agreement**”), dated for purposes of identification only as March ____, 2019, is entered by and between the CITY OF OXNARD, a municipal corporation (“**Donor**”) and the Ventura County Sheriff’s Volunteer Search and Rescue Inc., a 501 (c)(3) non-profit organization (“**VCSVSR**”). Donor and VCSVSR are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

1. **Equipment.** Subject to the terms and conditions of this Agreement, Donor transfers all right, title and ownership of the equipment described in the attached **Exhibit A** (the “**Equipment**”), which is incorporated herein by this reference, to VCSVSR for the use and enjoyment of VCSVSR. Title to the Equipment will vest in VCSVSR upon the Equipment’s arrival to VCSVSR. Promptly upon receipt of Equipment by VCSVSR, Donor shall provide any and all documentation necessary to record the transfer of title in the Equipment.

2. **No Payment.** Donor and VCSVSR agree that each party’s performance of this Agreement constitutes full consideration and that VCSVSR is not obligated to pay for the Equipment.

3. **Use of Equipment.** VCSVSR may use the Equipment for any purpose it deems appropriate and there is no expectation or reversion of the Equipment to Donor under any circumstances whatsoever.

4. **Transportation of Equipment.** Donor shall be responsible for removing all previously identified items from the Equipment and transporting the Equipment to VCSVSR.

5. **No Warranty.** VCSVSR agrees and acknowledges that the Equipment is sold, conveyed, donated, or otherwise transferred “AS IS” without warranty of any kind, either express or implied, in fact or in law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Donor shall not be liable for any damages caused by VCSVSR’s receipt and/or use of the Equipment, including but not limited to, special, incidental, exemplary, indirect or consequential damages or for loss of profits, revenues or data, even if Donor has been advised of the possibility of such damages.

6. **Release of Liability.** By executing this Agreement, VCSVSR expressly waives, exempts, releases and discharges Donor, its City Council, each member thereof, and its directors, officers and employees, to the fullest extent allowed by law, from any and all claims, demands and actions for injury, loss or damage, arising out of or in any way connected to VCSVSR’s receipt, purchase and/or use of the Equipment, whether or not caused by any act, omission, negligence, or other fault of Donor, its City Council, each member thereof, or its directors, officers and employees, or by any other cause.

7. **Indemnification.**

a. To the fullest extent permitted by law, VCSVSR shall (1) immediately defend; (2) indemnify; and (3) hold harmless Donor, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with VCSVSR’s receipt, purchase and/or use of the Equipment. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and

EXHIBIT B

administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. VCSVSR's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from VCSVSR's duty to indemnify. VCSVSR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to VCSVSR of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve VCSVSR from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if VCSVSR asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, VCSVSR may submit a claim to Donor for reimbursement of reasonable attorneys' fees and defense costs.

8. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of Donor and VCSVSR to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

9. **Assignment.** VCSVSR shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Donor, which may be withheld in Donor's sole and absolute discretion. Any attempted act in violation of this Section shall be void and without effect and give Donor the right to immediately terminate this Agreement.

10. **Amendments and Modification.** This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

12. **Venue.** Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

13. **Attorneys' Fees.** In the event of a dispute between the parties with respect to the terms and conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

14. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

EXHIBIT B

15. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

16. **Authority to Enter Agreement.** Each of the persons executing this Agreement on behalf of a party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

17. **Effective Date.** This Agreement shall take effect immediately upon execution by the Donor.

18. **Entire Agreement.** This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights and remedies hereunder.

City of Oxnard ("Donor")

Ventura County Sheriff's Volunteer Search and Rescue Inc. ("VCSVSR")¹

Tim Flynn, Mayor

By: _____

Its: _____

ATTEST:

By: _____

Michelle Ascencion, City Clerk

Its: _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Scott Whitney, Police Chief

¹ The signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

EXHIBIT B**EXHIBIT A****EQUIPMENT DESCRIPTION****Inventory of Diving Equipment with Estimated Values**

Name	Price	Quantity	Total
Fins	\$30.00	18	\$540.00
Buoyancy Compensator	\$100.00	20	\$2,000.00
Hard Case	\$100.00	14	\$1,400.00
Mask	\$25.00	10	\$250.00
Metal Detector	\$230.00	1	\$230.00
Pony Tank Holder	\$40.00	14	\$560.00
Snorkel	\$5.00	7	\$35.00
Regulators	\$150.00	22	\$3,300.00
Tanks	\$80.00	52	\$4,160.00
Emergency Oxygen	\$400.00	1	\$400.00
Weight Belt	\$20.00	29	\$580.00
Weights	\$3.00 (per lb.)	294	\$882.00
Wetsuits	\$100.00	15	\$1,500.00
Wetsuit accessories	\$20.00	29	\$580.00
Misc scuba accessories	\$10.00	48	\$480.00
Scuba Compressor	\$7,000.00	1	\$7,000.00
Side Scan Sonar	\$8,000.00	1	\$8,000.00
Full face mask and Commms	\$1,200.00	15	\$18,000.00
Chest Harness	\$20.00	10	\$200.00
Surfaces Supply Equipment	\$500.00	1	\$500.00
Drysuits	\$900.00	15	\$13,500.00
Camera and Strobe	\$200.00	2	\$400.00
Flashlight	\$80.00	14	\$1,120.00
		TOTAL:	\$65,617.00

Public Safety Committee Meeting

April 9, 2019

Diving Equipment Donation Proposal

Eric Sonstegard, Assistant Police Chief
Robin Whitney, Commander



Recommendation

“That the Public Safety Committee recommend that the City Council adopt a resolution:

1) authorizing the donation of diving equipment previously used by the former Oxnard Public Safety Dive Team to the all-volunteer Ventura County Sheriff’s Office Search and Rescue Dive Team and;

2) approving the related donation agreement.”



Background

- Oxnard Public Safety Dive Team was established in 1987
 - 16 Divers- 10 Police and 6 Fire Personnel
- Dissolved in 2018 due to unsustainable costs
 - Ongoing monthly training
 - Created stress on Patrol staffing levels
 - Backfill with overtime



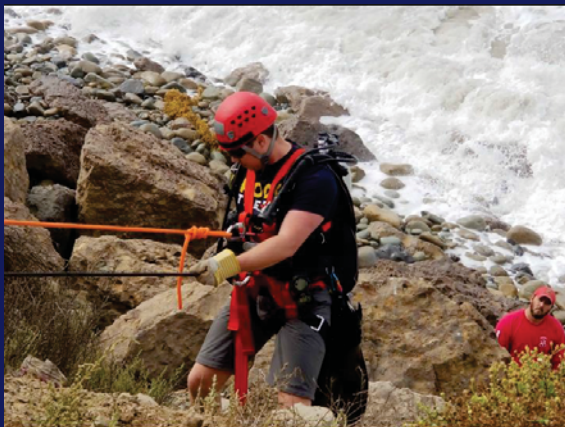


Diving Operations

- Among most hazardous types of public safety operations
 - Poor visibility, submerged objects, fishing lines, boats
 - Ongoing monthly training required to maintain certifications and competencies
 - Very limited incidents requiring underwater search, rescue, recovery services

Volunteer VCSO Search and Rescue Dive Team

- 20 Divers- all volunteers
- Deputy assigned as a liaison
- Monthly training
 - Diving, underwater handling of evidence, conducting searches, preservation of victims, rappelling from helicopters, etc.
- Provide own diving equipment
- Available to city on a mutual aid request

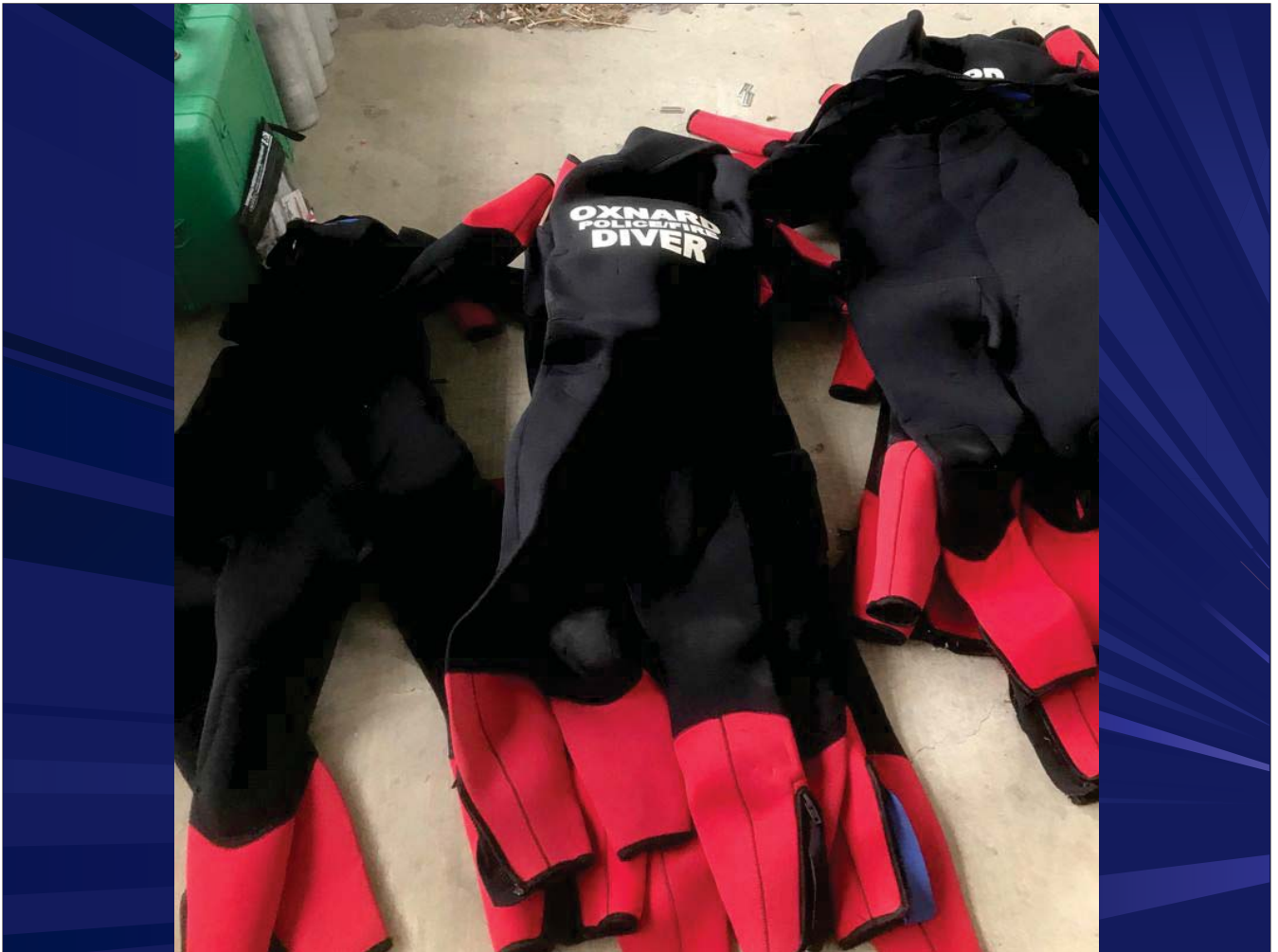


Ventura County Search and Rescue









Questions?

