

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
October 13, 2020
Regular Meeting - 2:00 to 3:15 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 12:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 12:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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 requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests 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. 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

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Safety Committee approve the minutes of the July 14, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

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)

D. REPORTS

1. Fire Department

SUBJECT: Ambulance Consulting Agreement. (15/10/5)

RECOMMENDATION: That the Public Safety Committee recommend City Council approve and authorize the Mayor to sign a sole source authorization and execute an amendment to Agreement No. 9027-20-FI with AP Triton Consulting, LLC for \$157,000 to conduct an ambulance feasibility study and provide consultation for ambulance services and billing.

Contact: Alexander Hamilton, (805) 385-7708

2. Police Department

SUBJECT: High Tech Task Force Agreement. (10/5/5)

RECOMMENDATION: That the Public Safety Committee recommend that City Council approve and authorize the Purchasing Manager to execute a two (2) year agreement (8992-20-PO) with the Ventura County Sheriff's Office (VCSO) for High Tech Task Force forensic services, in the amount not to exceed \$100,000 annually.

Contact: Scott Whitney, (805) 385-7624

3. City Manager Department

SUBJECT: Review and Prioritize Councilmember Agenda Requests. (5/5/5)

RECOMMENDATION: That the Public Safety Committee review and prioritize Councilmember agenda requests.

Contact: Alexander Nguyen, (805) 385-7430

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC SAFETY COMMITTEE
Regular Meeting
July 14, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 2:00 p.m., Chair MacDonald called to order the regular meeting of the Oxnard City Council Public Safety Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Vianey Lopez and Chair Bryan A. MacDonald were present via videoconference; Member Carmen Ramirez was absent.

Staff members present were Alexander Nguyen, City Manager; Jason Zaragoza, Deputy City Attorney; Alexander Arnett, Police Commander; Sharon Giles, Police Commander; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Written comments were received from Tessa Ogella (illegal fireworks).

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Safety Committee approve the minutes of the June 9, 2020 regular meeting as presented.

It was moved by Member Lopez, seconded by Chair MacDonald, to approve the minutes as presented. VOTE: Lopez and MacDonald voted in favor; the motion carried 2-0.

D. REPORTS

Police Department

1. SUBJECT: City of Oxnard Response to the Ventura County Grand Jury's Report on Detention Facilities.

RECOMMENDATION: That the Public Safety Committee recommend that City Council authorize the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury's "Annual Detention Report" dated April 8, 2020.

Commander Arnett gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Lopez, seconded by Chair MacDonald, to approve the recommended action as presented. VOTE: Lopez and MacDonald voted in favor; the motion carried 2-0.

- 2. SUBJECT: Oxnard’s Response to Grand Jury Report Titled “Human Trafficking in Ventura County.”

RECOMMENDATION: That the Public Safety Committee recommend that the City Council authorize the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury Report titled “Human Trafficking in Ventura County” dated April 8, 2020, in the form included as Attachment B.

Commander Giles gave a report. Discussion ensued among the Committee and staff.

It was moved by Chair MacDonald, seconded by Member Lopez, to approve the recommended action as presented. VOTE: Lopez and MacDonald voted in favor; the motion carried 2-0.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 2:13 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BRYAN A. MACDONALD
Chair



PUBLIC SAFETY COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: October 13, 2020

TO: Public Safety Committee

FROM: Alexander Hamilton, Interim Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

SUBJECT: Ambulance Consulting Agreement. (15/10/5)

RECOMMENDATION

That the Public Safety Committee recommend City Council approve and authorize the Mayor to sign a sole source authorization and execute an amendment to Agreement No. 9027-20-FI with AP Triton Consulting, LLC for \$157,000 to conduct an ambulance feasibility study and provide consultation for ambulance services and billing.

BACKGROUND

Currently the City of Oxnard is completely dependent on the ambulance service contracted by the County of Ventura to provide transport of the sick and injured. The City disproportionately relies on this same provider for first response paramedic services. In an effort to correct this dependency the Oxnard Fire Department has previously instituted an advanced life support (ALS) program. This program, created to correct inequities in ALS response times, targeted specific regions of south Oxnard. Prior to creation of the Oxnard Fire ALS program the targeted areas response levels were subject to contractual standards enacted over a decade ago between Ventura County Emergency Medical Services (VCEMS) and Gold Coast Ambulance (GCA). These standards have evolved over the years to place a greater emphasis on the expedient arrival of first responder paramedics.

On June 30, 2021, ambulance contracts between the VCEMS and GCA will expire. In anticipation of this change VCEMS conducted a countywide "EMS systems review". The review is broad, evaluating the county wide system with less focus on individual city needs. Additionally the report was not required to audit the financial statements made by the County's two ambulance providers, thus hindering the Oxnard Fire Department's ability to advocate for local EMS reinvestment.

In an effort to enhance EMS delivery to the residents of Oxnard the Fire Department has entered an agreement to perform a focused EMS system feasibility study. The evaluation to be conducted by AP Triton Consulting, LLC (AP Triton) for \$62,000, will address local ambulance response needs and study local system value. The information attained by this report will provide City leadership with the appropriate knowledge to make informed decisions about the preferred delivery of emergency medical services to the city's residents.

At the conclusion of the feasibility study AP Triton will provide a final report and presentation to Oxnard City Council. The agreement amendment will allow the City the option to continue to phases 2 and 3 of the

consultation for ambulance services should the feasibility study prove in favor of moving forward. Phase 2 provides consulting services and assistance to the City in the creation of a Request for Proposal (RFP) for an ambulance service provider, including evaluation and contract negotiations. Phase 3 will develop a RFP for ambulance billing services, including evaluation and contract negotiations.

Separately, the Fire Department and the Finance Department explored the universe of consulting firms that provide this kind of study in California. For example, the Purchasing Division of the Finance Department contacted the following organizations, none of whom identified a provider other than AP Triton for public agencies in California:

- California Association of Public Purchasing Officers
- Fresno County
- Kings County
- City of Santa Cruz (awarded sole source contract to AP Triton)
- Alameda County (awarded sole source contract to AP Triton)
- City of Costa Mesa (awarded sole source contract to AP Triton)
- Contra Costa County (awarded sole source contract to AP Triton)

The Purchasing Manager did find another firm that has performed EMS feasibility studies, but that firm has not done so for any client outside its home state of Nebraska.

Independent of, and without consulting, the Fire Department, both the Purchasing Manager and the CFO reached the conclusion that the case is strong to award a sole source contract to AP Triton for this particular service.

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:

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

The consultant agreement with AP Triton would be for three distinct phases, with different costs for each phase:

Phase 1 -- Feasibility study, \$62,000, study delivered by December 31, 2020 (Phase 1 only is scheduled to be approved by the Purchasing Manager the week of September 21-25, 2020).

Phase 2 -- System design, \$85,000, design documents delivered by July 30, 2021 (Phase 2 is scheduled to be considered by the Public Safety Committee October 13, 2020, and by City Council November 17, 2020). All costs for Phase 2, up to \$100,000, will be placed as reimbursable to the City by the successful ambulance bidder in the RFP process.

Phase 3 -- Implementation, \$10,000, deliverables by January 31, 2022 (Phase 3 is also scheduled to be considered by the Public Safety Committee October 13, 2020, and by City Council November 17, 2020). All

costs for Phase 3, up to \$10,000, will be placed as reimbursable to the City by the successful ambulance bidder in the RFP process.

The total cost of the three phases is \$157,000, spread over two fiscal years: \$100,000 during FY 2020-21, and the remainder, \$57,000, during FY 2021-22.

The FY 2020-21 Adopted Budget for the Fire Department did not contain funding for this kind of study, so staff recommends that the current-year funding of \$100,000 be provided by the Non-Departmental Contingency in the General Fund (101-2201-802.82-09). The remaining \$57,000 will be included in the Proposed Budget for the Fire Department for FY 2021-22.

Prepared by: Jaime Villa, Emergency Medical Coordinator

ATTACHMENTS

1. AP Triton Amendment Draft
2. AP Triton Agreement 9027-20-FI
3. AP Triton Sole Source
4. Ambulance Consultant Presentation

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 22nd day of October, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and AP Triton Consulting, LLC (“Consultant”).

City and Consultant agree as follows:

1. The Agreement Ending Date in Section 5 of the Cover Page of the Agreement is hereby amended to “January 31, 2022.”
2. In Section 4 of the Cover Page of the Agreement, the selected answer is hereby amended to state: “Conduct ambulance services provider feasibility study, develop RFP for Ambulance Service Provider, and develop of RFP for billing subcontractor”.
3. The reference to the Scope of Services Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Services-A Exhibit.
4. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Rates and Costs-A Exhibit. The Rates and Costs-A Exhibit is attached hereto and incorporated herein by this reference.

As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

AP TRITON CONSULTING, LLC

<input type="checkbox"/>	Tim Flynn, Mayor ¹	_____	Date
<input checked="" type="checkbox"/>	Alexander Nguyen, City Manager	_____	
<input type="checkbox"/>	Daniel Willhite, Purchasing Manager	_____	
<input type="checkbox"/>	_____, Buyer	_____	

Kurt P. Henke, Partner²	_____	Date
_____	_____	Date
Scott A. Clough, Partner	_____	Date

ATTEST:

_____	_____
Michelle Ascencion, City Clerk (only if Mayor signs)	Date

APPROVED AS TO FORM:

_____	_____
Stephen M. Fischer, City Attorney (always required)	Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT-A

Feasibility Study

1. Conduct cost/revenue analysis of various options available for Oxnard Fire Department to deliver emergency ambulance services in the coverage area for each of the following methods of delivery, including insured and non-insured payer mix categories, and project counties with similar populations and demographics. The following models will be evaluated for the provision of ambulance service in the City of Oxnard:
 - a. Oxnard Fire Department providing ambulance transport by contracting through one or more private suppliers;
 - b. Partnership (shared services) between Oxnard Fire Department and private and/or public ambulance provider(s)
 - i. Private ambulance subcontractor providing self-contained operation separate from Oxnard Fire Department.
 - ii. Private ambulance subcontractor providing services to Oxnard Fire Department at a fixed cost.
 - iii. Private ambulance subcontractor providing services under supervision of Oxnard Fire Department.
 - iv. Limited initial deployment by Oxnard Fire Department with phased in increase of resources at benchmark years.
 - c. Oxnard Fire Department providing 100% of the ambulance transport.
2. Work in conjunction with Oxnard Fire Department staff to establish a recommended path forward, including timelines to implement recommended service delivery model and assignments of Oxnard Fire Department personnel for areas of responsibility.
3. Compile all data into a rough draft for submission to the Oxnard Fire Department for review with Consultant, after which a final report will be issued.
4. Presentation to the Oxnard City Council.
5. Develop up to three comprehensive PowerPoint presentations for use in educating and informing various stakeholder groups of the Oxnard Fire Department ambulance transport concept based on the delivery method most likely to meet the needs of the Department and the community. This will include an overview of all the options considered.
 - a. Presentation to the Oxnard City Council covering delivery method comparisons, cost, revenue, initial investment, impacts to stakeholders, long term program benefits, and the Affordable Care Act.
 - b. Labor group presentations focusing on pay, benefits, schedules, uniforms, chain of command, and interaction between Department employees and private employees.
 - c. Special interest presentation focusing on impact to the taxpayer and incumbent workforce issues.
 - d. Presentation to other fire agencies, City offices, local EMS agency, and affected jurisdictions, as needed.

Ambulance Services Provider/Subcontractor RFP

1. Provide consulting services and assistance to City in the development and presentation of the City's Request for Proposal (RFP) for emergency ambulance transportation services.
2. Design and develop the Request for Proposal for an ambulance services provider subcontractor. Assistance in the RFP process will include, but is not limited to, providing subject matter expertise during the written submission evaluations and the oral presentation evaluations.
3. Should a contractor be selected, Consultant will participate in the contract negotiations between City and the successful bidder.

In the event City chooses to provide the service internally, rather than selecting a subcontractor, Consultant will provide ongoing assistance for \$6,000 per month for a one-year period, with an option to extend for up to two additional years with the mutual consent of both parties.

Ambulance Billing Subcontractor RFP

1. Develop a draft request for proposal which will be used for solicitation to private providers and work with the City's Purchasing and Legal departments to create a final RFP for ambulance billing services.
2. Assist the City in the issuance of the RFP and serve as the single point of contact for any technical questions that the potential respondents may have. Any legal and/or purchasing questions shall be referred to the appropriate departments within the City.
3. Assist City staff in the review of responses to ensure all meet the minimum qualifications required by the RFP.
4. Assist City staff in the design and development of scoring sheets to be utilized in the interview process. We shall also assist in designing and developing an appropriate appeals process in accordance with City policies and procedures.
5. Assist the City staff in establishing a review / interview panel to evaluate those respondents who meet the minimum qualifications.
6. Serve as consultants and facilitators of the actual interview process.
7. If needed, after the first round of interviews is completed, Consultant will assist in drafting clarifying, follow-up questions that shall be disbursed to all respondents. Upon receipt of their written responses to the questions within the established timeline, all respondents will be invited back for a second round of interviews to ensure and objective selection.
8. Once the successful respondent has been selected and notified, Consultant shall assist City staff in developing a contract with the successful sub-contractor for the provision of billing services. The successful negotiation of said sub-contractor will have to be reviewed and meet the approval of the City's Legal Department.

RATES AND COSTS EXHIBIT - A

Feasibility Study:

City will be invoiced \$62,000 in three (3) installments

- \$20,667 at time of commencement of feasibility study
- \$20,667 at time of delivery of draft study
- \$20,666 at time of delivery of final study

Ambulance Services Provider/Subcontractor RFP

City will be invoiced in \$85,000 in three (3) installments

- \$35,000 due upon initiation of RFP development
- \$40,000 due upon commencement of written and oral evaluations
- \$10,000 due upon completion of contract negotiations*

*if no provider is selected, the total cost of Ambulance Service Provider/Subcontractor RFP will be reduced to \$75,000, as there will be no need for negotiations.

All costs for Ambulance Service Provider/Subcontractor RFP, up to \$100,000, will be placed as reimbursable to City by the successful ambulance bidder in the RFP process.

Ambulance Billing Subcontractor RFP

City will be invoiced \$10,000 in two (2) installments

- \$5,000 due upon initiation of RFP process
- \$5,000 due upon completion of RFP process

All costs for Ambulance Billing Subcontractor RFP, up to \$10,000, will be placed as reimbursable to City by the successful ambulance bidder.

The above costs do not include travel. Travel shall be pre-approved by City and expenses (airfare, hotel, ground transportation, etc.) shall be invoiced separately at actual costs. Mileage will be billed at the current IRS reimbursement rate.

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 15, 2020
- (2) Consultant: AP Triton Consulting, LLC
- (3) Services: Ambulance services feasibility study
- (4) Schedule of Services:
The services must be completed within 120 calendar days of the Agreement Start Date listed above.
- (5) Agreement Ending Date: January 31, 2021
- (6) Total Agreement Amount: \$62,000
- (7) City’s Project Manager: Interim Fire Chief
- (8) Consultant’s Project Manager: Kurt Henke, Partner
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

AP Triton Consulting, LLC
1851 Heritage Lane, Ste 138
Sacramento, CA 95815
Attn: Kurt Henke, Partner

FOR CITY:

City of Oxnard Fire Department
360 West Second Street
Oxnard, CA 93030
Attn: Alex Hamilton, Interim Fire Chief

- (11) Contact Emails:

CONSULTANT’S PROJECT MANAGER:
khenke@aptriton.com

CITY’S PROJECT MANAGER:
Alexander.Hamilton@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- Scope of Services Exhibit
- Rates and Costs Exhibit
- Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into in Ventura County, California, on the date that is written as “(1) Agreement Start Date” on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard (“City”) and the person or entity listed as “(2) Consultant” on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as “(3) Services” on the Cover Page (the “Services”). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as “(4) Schedule of Services” on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as “(1) Agreement Start Date” on the Cover Page and shall end on the date that is written as “(5) Agreement Ending Date” on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as “(6) Total Agreement Amount” on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.
7. Acceptance of Payment. Consultant’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City’s payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the 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 the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no

fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City’s Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City’s Risk Manager evidence of insurance coverage as specified in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered “works made for hire,” and all Documents and Materials and any and all intellectual

property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.
23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.
25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.
28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
41. Electronic Transmission of contract and signature. The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that signatures shall have

the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and Civil Code Section 1633.7.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

AP TRITON CONSULTING, LLC

DocuSigned by:
Daniel Wilhite 9/28/2020 | 10:42 AM PDT
 DocuSignature ID: 067BA7734C89445
 Phil Fynn, Mayor¹ Date
 Alexander Nguyen, City Manager
 Daniel Wilhite, Purchasing Manager
 , Buyer

DocuSigned by:
Kurt Henke 9/21/2020 | 6:38 AM PDT
 DocuSignature ID: 067BA7734C89445
 Kurt P. Henke, Partner Date

DocuSigned by:
Scott A. Clough 9/21/2020 | 3:39 PM PDT
 DocuSignature ID: 067BA7734C89445
 Scott A. Clough, Partner Date

ATTEST:

 Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

DocuSigned by:
Stephen M. Fischer 9/28/2020 | 10:15 AM PDT
 DocuSignature ID: 067BA7734C89445
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

SCOPE OF SERVICES EXHIBIT

Feasibility Study

1. Conduct cost/revenue analysis of various options available for Oxnard Fire Department to deliver emergency ambulance services in the coverage area for each of the following methods of delivery, including insured and non-insured payer mix categories, and project counties with similar populations and demographics. The following models will be evaluated for the provision of ambulance service in the City of Oxnard:
 - a. Oxnard Fire Department providing ambulance transport by contracting through one or more private suppliers;
 - b. Partnership (shared services) between Oxnard Fire Department and private and/or public ambulance provider(s)
 - i. Private ambulance subcontractor providing self-contained operation separate from Oxnard Fire Department.
 - ii. Private ambulance subcontractor providing services to Oxnard Fire Department at a fixed cost.
 - iii. Private ambulance subcontractor providing services under supervision of Oxnard Fire Department.
 - iv. Limited initial deployment by Oxnard Fire Department with phased in increase of resources at benchmark years.
 - c. Oxnard Fire Department providing 100% of the ambulance transport.
2. Work in conjunction with Oxnard Fire Department staff to establish a recommended path forward, including timelines to implement recommended service delivery model and assignments of Oxnard Fire Department personnel for areas of responsibility.
3. Compile all data into a rough draft for submission to the Oxnard Fire Department for review with Consultant, after which a final report will be issued.
4. Presentation to the Oxnard City Council.
5. Consultant to develop up to three comprehensive PowerPoint presentations for use in educating and informing various stakeholder groups of the Oxnard Fire Department ambulance transport concept based on the delivery method most likely to meet the needs of the Department and the community. This will include an overview of all the options considered. Types of presentations that may be considered:
 - a. Presentation to the Oxnard City Council covering delivery method comparisons, cost, revenue, initial investment, impacts to stakeholders, long term program benefits, and the Affordable Care Act.
 - b. Labor group presentations focusing on pay, benefits, schedules, uniforms, chain of command, and interaction between Department employees and private employees.
 - c. Special interest presentation focusing on impact to the taxpayer and incumbent workforce issues.
 - d. Presentation to other fire agencies, City offices, local EMS agency, and affected jurisdictions, as needed.

RATES AND COSTS EXHIBIT

City will be invoiced \$62,000 in three (3) installments

- \$20,667 at time of commencement of feasibility study
- \$20,667 at time of delivery of draft study
- \$20,666 at time of delivery of final study

INSURANCE EXHIBIT INS-A

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, 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 CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. 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 Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

9/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Via Fax: 678-259-1007	
------------------------------	--

Rev. 9/20

INS-A.doc

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits		
NAMED INSURED	<input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which) _____		
TYPE OF INSURANCE		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS _____	
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE <input type="checkbox"/> Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____
	EACH OCCURRENCE	AGGREGATE	
<input type="checkbox"/> GENERAL <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> PERSONAL & ADVERTISING INJURY <input type="checkbox"/> FIRE DAMAGE <input type="checkbox"/> _____ <input type="checkbox"/> _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096		AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____	

Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	<i>(original signature required)</i> Telephone: () _____ Date Signed: _____
--	---

Rev. 9/20

INS-A.doc

SUBMIT IN DUPLICATE	
ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____	
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which) _____
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS
TYPE OF INSURANCE	OTHER PROVISIONS
<input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER	
LIMIT OF LIABILITY	CLAIMS: Underwriter's representative for claims pursuant to this insurance.
\$ _____ per accident, for bodily injury and property damage.	Name: _____ Address: _____ Telephone: (_____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:	
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).	
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.	
ENDORSEMENT HOLDER	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

- Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
- Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):**
- Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Legal Business Name: AP Triton Consulting, LLC
2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
 - Unique:** e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
 - Compatibility:** e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
 - Territory:** Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
 - Emergency order:** No other supplier available at the time. (Must be declared by the City Manager/City Council).
 - Urgent:** City Manager approves waiving the formal competitive solicitation, over \$200,000
 - Proprietary purchase:** No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.
3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
 - Comparison to product catalog.
 - Comparison to similar product/service.
 - Published price lists.
 - Prices quoted are less than or equal to, that quoted to other governmental agencies.
 - Records of previously bid items that were similar.
 - Proven industry standard.



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

4. Provide a brief written explanation for this product/services.

To thoroughly model the Ground Emergency Medical Transportation (GEMT) and Intergovernmental Transfer (IGT) reimbursements, using the City of Oxnard operating area for first responder and ambulance costs and revenue projection as a data driven model that can be extended across the entire operational area to be serviced. This will provide the City an accurate estimate for IGT and GEMT reimbursement as well as a solid valuation of the entire ambulance transport system.

Separately, the Fire Department and the Finance Department explored the universe of consulting firms that provide this kind of study in California. For example, the Purchasing Division of the Finance Department contacted the following organizations, none of whom identified a provider other than AP Triton for public agencies in California:

- California Association of Public Purchasing Officers
- Fresno County
- Kings County
- City of Santa Cruz (awarded sole source contract to AP Triton)
- Alameda County (awarded sole source contract to AP Triton)
- City of Costa Mesa (awarded sole source contract to AP Triton)
- Contra Costa County (awarded sole source contract to AP Triton)

The Purchasing Manager did find another firm that has performed EMS feasibility studies, but that firm has not done so for any client outside its home state of Nebraska.

Independent of, and without consulting, the Fire Department, both the Purchasing Manager and the CFO reached the conclusion that the case is strong to award a sole source contract to AP Triton for this particular service.

5. Identify all costs for this requested purchase:

Product/Service Description:	FY 21	FY 22	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):	100,000	75,000		
Ongoing Costs (Describe):				
Annual Total Costs: Add the total by year	100,000	75,000		

6. Period of Performance:

From:	9/20/2020	To:	12/31/2021	<u>Or One-Time Purchase</u>	
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Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

I HEREBY CERTIFY THAT:

- 1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
- 2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: Fire Requestor Name (Print Name): Alex Hamilton

Authorized Department Director or designee: Alex Hamilton / *Alexander Hamilton*
 Please print/sign name Date: 9/23/2020 | 11:29 AM PD

Below to be processed by Purchasing: **Approved** or **Denied**

Notes:

Purchasing Buyer: /
Under \$25,000 Please Sign Date:

Purchasing Manager: Daniel Willhite /
Up to \$100,000 Please Sign Date:

City Manager: Alexander Nguyen /
\$100,001 to \$200,000 Please Sign Date:

Mayor: Tim Flynn /
\$200,001 + Please Sign Date:

Tracking number assigned by the Purchasing Department only.

Tracking #		Not to Exceed Amount:	\$	FY:	
------------	--	-----------------------	----	-----	--

EMS System Ambulance Feasibility Study

Alexander Hamilton, Interim Fire Chief



Overview

- ☒ Background
- ☒ Enhanced Services Potential
- ☒ Local Control
- ☒ Economic Viability

2019 Ventura County Emergency Medical Services Agency System Review

- ☒ Stakeholder Working Group
 - ☒ Group formed to develop study parameters
 - ☒ Participants limited by Ventura County EMS
 - ☒ Only one “city” public agency representative
 - ☒ City of Oxnard not represented in working group

3

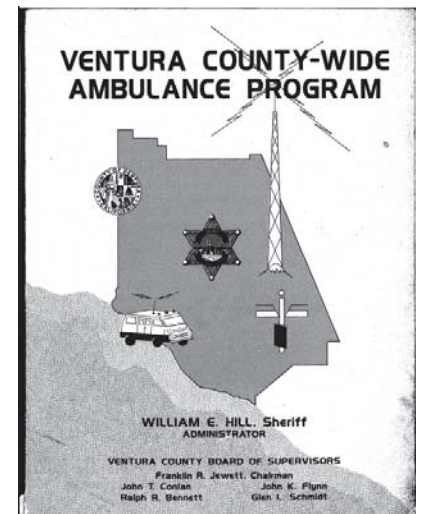
2019 Ventura County Emergency Medical Services Agency System Review

- ☒ Resulting study was broad
 - ☒ Study recommended longer ambulance response times
 - ☒ Ambulance company financial data was not audited
 - ☒ Recommendations failed to look at individual city's, only “EOA”

4

System Enhancement

- ☒ VCEMS study recommended renegotiation of “grandfathered provider”
 - Gold Coast/AMR has been grandfathered for 49 years
 - Contract has never gone to a competitive bid
- ☒ Oxnard relies on Gold Coast for advanced life support service as well as transport
- ☒ Longer Gold Coast response times would have disproportionate negative impact on Oxnard residents



5

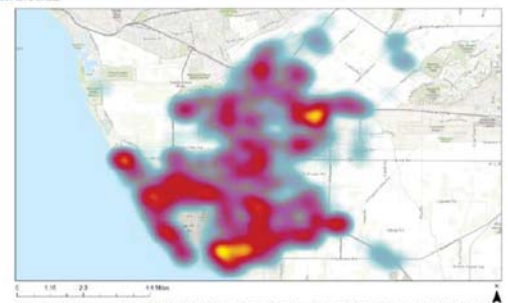
System Enhancement

Oxnard Fire ALS Program:

- ☒ Response time disparities inequities identified
- ☒ No mechanism to force ambulance provider to improve responses
- ☒ Small program, but effective

FIRST WATCH

Out of Standard Calls in Exclusive Operating Area #6



NEWS

Ambulance response times affect poorest in Oxnard; addition of special fire squad to help

Christian Martinez Ventura

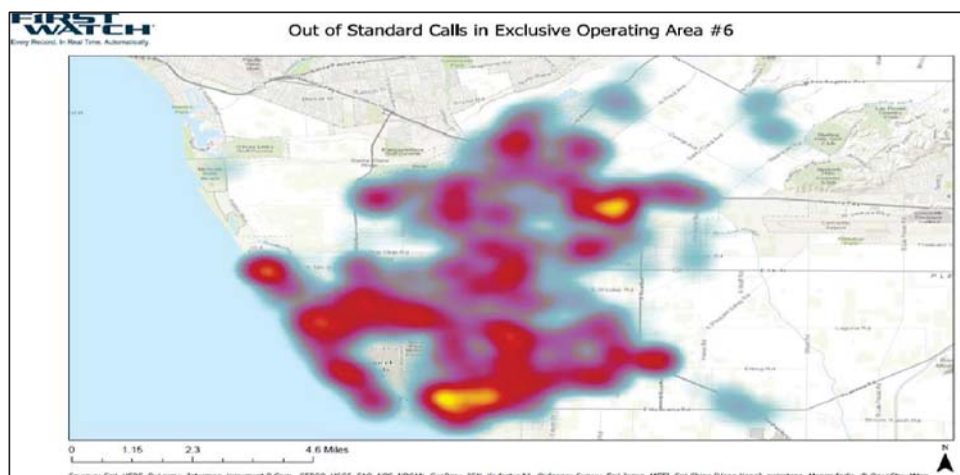
Published 10:53 a.m. PT Dec. 26, 2018 | Updated 3:26 p.m. PT Dec. 26, 2018

Ambulance response times to some of Oxnard's poorest neighborhoods prompted the launch of the Oxnard Fire Department's first advanced life-support truck in November.

According to ambulance company AMR/Gold Coast's contract with Oxnard, an ambulance must arrive at a call in an area with a high population density within eight minutes at least 90 percent of the time.

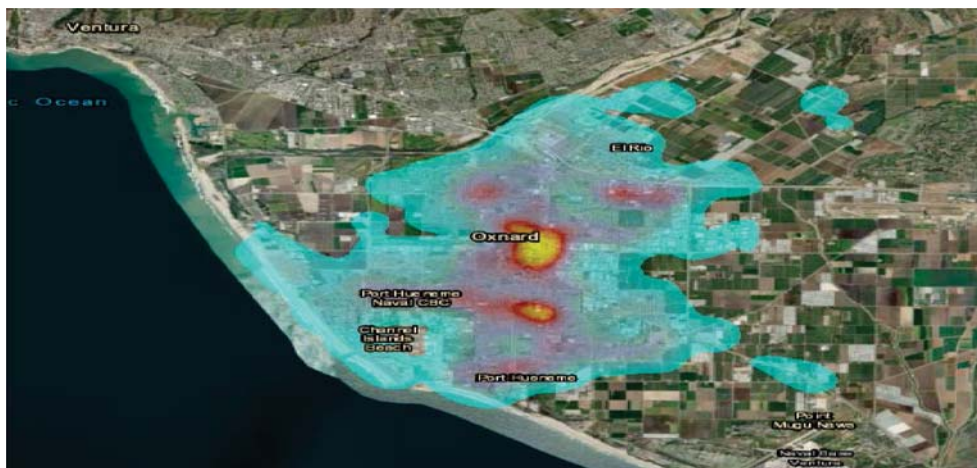
6

Prior to Squad 68



Maps created with same tool, only background view available now is satellite

Year one Squad 68



Maps created with same tool, only background view available now is satellite

System Enhancement- Roadblocks to improvement

We improve, ambulances move..

- ☒ OFD ALS Squad successfully improves south Oxnard response times
- ☒ Inadvertently this grants GCA/AMR a new 10 minute response clock
- ☒ AMR corporate “adjust’s move up plan” for “better coverage countywide”
- ☒ OFD’s request to remove extra time denied by VCEMSA



9

Local Control

- ☒ Improves accountability to Oxnard residents
 - Ambulance providers would be subject to standards enacted by city council
- ☒ Reduces health Inequities
 - System deployment improvements tailored to local need



10

System design should not be hindered by “profit margin”

- ☒ Transport reimbursement
 - What does the call volume support?
 - How can reimbursement be reinvested to improve EMS delivery locally?
 - Interfacility transport subsidizing 911 response is an old myth!



11

RoadMap- Will the system support innovation?

- ☒ Need for full feasibility and design study
- ☒ Internal staff review indicates great potential for self sustaining ambulance system
- ☒ Road ahead requires support of group with specialized, successful, experience in this arena

12

- ☒ AP Triton
 - System Design
 - System Value
 - EMS Law and Legislation
 - Ambulance RFP
 - Billing RFP



QUESTIONS



PUBLIC SAFETY COMMITTEE AGENDA REPORT
REPORTS
AGENDA ITEM NO. D.2

DATE: October 13, 2020
TO: Public Safety Committee
FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org
SUBJECT: High Tech Task Force Agreement. (10/5/5)

RECOMMENDATION

That the Public Safety Committee recommend that City Council approve and authorize the Purchasing Manager to execute a two (2) year agreement (8992-20-PO) with the Ventura County Sheriff's Office (VCSO) for High Tech Task Force forensic services, in the amount not to exceed \$100,000 annually.

BACKGROUND

The investigation of high technology crimes has been growing at an alarming rate across the country. The City of Oxnard and the County of Ventura have been working together to combat the growing problem for many years. The Ventura County High Tech Task Force (HTTF) is responsible for the forensic examination of all types of digital evidence (i.e. cell phones, computers, and video recorders). The Task Force approach is the most effective manner to respond to computer-based crimes, as well as develop evidence regarding more traditional crimes such as homicides and sex crimes.

All law enforcement agencies in the County of Ventura participate in the funding of the HTTF. The amount of the agreement for the Oxnard Police Department is an allocation for salary/benefits for three (3) Office Systems Coordinator III's based on a percentage of the county population (Oxnard is currently at 24.48% of the county population). These Office Systems Coordinator III's work for the Ventura County Sheriff's Office (VCSO) and address many of the task force responsibilities.

Overall, it is more cost effective for Oxnard to participate in the HTTF than conducting a la carte case analyses. The costs for these analyses would far surpass Oxnard's share of costs. The HTTF has several software and hardware items that are cost prohibitive to the law enforcement agencies within the County. Some of these items include Cellebrite Premium with an annual cost of \$150,000. Personnel from the Oxnard Police Department do not have the expertise or training to use the software or hardware needed to conduct computer/forensic criminal investigations.

The HTTF handled a total of 79 cases in 2019 for the Oxnard Police Department and 31 (YTD) for 2020.

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.

FINANCIAL IMPACT

The Oxnard Police Department has partnered with the High Tech Task Force for many years. The HTTF contract is for two (2) years. The funding is paid from the Police Department's operating budget, account number 101-2102-802-8209.

Fiscal impact for the two years:

- FY2020-2021: \$100,000 (Not to exceed annually)
- FY2021-2022: \$100,000 (Not to exceed annually)

Prepared by: Sharon Giles, Police Commander

ATTACHMENTS

1. High Tech Task Force 2020-2022 Agreement Final
2. HTTF Presentation 2020

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this 1st day of July, 2020, by and between the City of Oxnard, a municipal corporation (“**City**”), and the County of Ventura (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the “**Services**”).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Investigations Bureau Commander Sharon Giles, subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

8. Principal in Charge

Consultant hereby designates Commander Romano Bassi as its principal-in-charge and person responsible for necessary coordination with Commander Sharon Giles.

9. Permits, Licenses, Certificates

Consultant, at Consultant'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 the Services, including a City business tax certificate.

10. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

11. Term of Agreement

This Agreement shall begin on July 1, 2020, and expire on June 30, 2022.

12. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and

only if all assignments accepted by Consultant have been completed prior to the date of termination.

13. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$200,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

b. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

d. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

14. Method of Payment

a. City agrees to pay Consultant quarterly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Payment shall be due 30 days after receipt of invoice.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

15. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement and **Exhibit B**, City shall not be responsible for expenses incurred by Consultant in performing the Services.

16. Non-Appropriation of Funds

Payments to be made to Consultant by City for the 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 the Services beyond the current fiscal year, this Agreement shall cover payment for the 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.

17. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant 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.

18. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential.

19. Mutual Indemnity

Each party shall hold harmless, and indemnify the other party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, including reasonable attorneys' fees, for injury or death to persons, including employees of either party, and damage to property, including property of either party, arising out of or resulting from or in connection with the indemnifying party's performance or failure to perform any of its obligations in this Agreement. However, neither party shall indemnify the other party for any loss, liability, damage, or expense resulting from the other party's sole negligence or willful misconduct.

20. Independent Contractor

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

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

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

21. Consultant Not Agent

Except as Manager may specify in writing, Consultant, 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.

22. Assignability of Agreement

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

23. Successors and Assigns

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

24. Fair Employment Practices

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

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

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

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

25. Force Majeure

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

26. Time of Essence

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

27. Covenants and Conditions

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

28. Governing Law

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

29. Compliance with Laws

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

30. Severability

City and Consultant 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.

31. Waiver

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

32. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

33. Arbitration

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

34. Authority to Execute

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

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

35. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Ventura County Sheriff's Office, 5177 Camino Ruiz, Camarillo, CA 93012, Attention: Commander Romano Bassi (Romano.Bassi@ventura.org).

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Oxnard Police Department, 251 South C Street, Oxnard, California 93030, Attention: Commander Sharon Giles (Sharon.Giles@Oxnardpd.org).

36. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

37. Entire Agreement

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

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

CONSULTANT

Scott Whitney, Chief Date

William Ayub, Sheriff Date

Daniel Willhite Date
Purchasing Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Date
City Attorney
(required for any agreement amount)

EXHIBIT A

SCOPE OF SERVICES

The City of Oxnard and the County of Ventura through the Southern California High Tech Task Force -Ventura County intend to work together towards investigating high technology crimes in the City of Oxnard. This encompasses crimes where high technology is used as an instrument in committing a crime, assisting in the commission of a crime, or constitutes evidence of a criminal act. The Task Force is responsible for the forensic examination of all types of digital evidence, including not only computers, but also such technology as cell phones, digital video recorders, and other existing and developing computer based equipment. The Task Force approach is the most effective manner to respond to computer-based crimes, as well as to develop evidence regarding more traditional crimes such as homicides.

The Southern California High Tech Task Force -Ventura County will support this effort through the following actions:

- Coordinate law enforcement high tech investigative activities by utilizing task force members to effectively deal with the growing number of high technology crimes.
- Pool resources and share high technology investigative expertise and provide cost effective law enforcement.
- Decrease high technology investigation response time in order to comply with identified county law enforcement needs.
- Provide a service network to all law enforcement agencies within Ventura County, including the City of Oxnard.
- Assess and facilitate high technology training needs in Ventura County.
- Decrease the potential for economic loss and danger to public safety by increasing the probability of apprehension and prosecution of high technology crimes.

EXHIBIT B

SCHEDULE OF SERVICES

METHOD OF PAYMENT

A. METHOD OF PAYMENT. The term of this Agreement is from July 1, 2020 to June 30, 2022. Payments for all work performed by Consultant pursuant to the terms of this Agreement shall be made on the basis of the salary and benefits set forth below:

Fiscal year 2020-2022 cost components

Fiscal year 2020-2021 cost components	cost
Percentage of salary and benefits	\$100,000
Fiscal year 2021-2022 cost components	cost
Percentage of salary and benefits	\$100,000

B. BILLING. Within thirty (30) business days after the end of each calendar quarter in which the Services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City at the following address:

Oxnard Police Department
Attention: Assistant Chief Jason Benites
251 S. "C" Street
Oxnard, California 93030

The invoice submitted pursuant to this paragraph shall show the City Purchase Order number and Agreement number, the date on which the Services were performed, other authorized expenses incurred in the performance of the Services, and such other information as City may responsibly require.

C. TIME OF PAYMENT. Payment to Consultant shall be made only after receipt and approval of an invoice from the Consultant.

D. MAXIMUM COMPENSATION. Notwithstanding the foregoing, Consultant shall complete all work and tasks described in Exhibit A for a total amount of compensation that does not exceed \$100,000 for Fiscal Year 2020-2021, and an amount not to exceed \$100,000 for Fiscal Year 2021-2022.

ALLOWABLE COSTS. City shall pay Consultant's actual costs to perform the Services or work within the limits of the individual project cost. It is understood and agreed that these totals are maximum estimates only and that City will only pay for the Services actually rendered or expenditures made as authorized by the City.

PUBLIC SAFETY COMMITTEE
OCTOBER 13, 2020

High Tech Task Force Agreement

Commander Sharon Giles
Oxnard Police Department



RECOMMENDATION

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That the Public Safety Committee recommend that City Council approve and authorize the Purchasing Manager to execute a two (2) year agreement (8992-20-PO) with the Ventura County Sheriff's Office (VCSO) for High Tech Task Force services, in the amount not to exceed \$100,000 annually.

BACKGROUND 3

- The High Tech Task Force (HTTF) was created in Ventura County in 2001
- HTTF provides educational, investigative, and forensic cyber support for law enforcement.
- Consists of 13 employees from the District Attorney's Office and the Ventura County Sheriff's Office
- All LE agencies in Ventura County have a signed MOU with the HTTF for services
- HTTF can assist law enforcement with the apprehension of suspects who use technology to facilitate crimes

BACKGROUND 4

Services provided by the HTTF consist of:

- Cell Phone Forensics
- Computer Forensics
- Vehicle Forensics
- Drone Forensics
- Malware/Ransomware

HTTF can also assist with Internet Based Crimes:

- Internet Crimes Against Children
- Undercover Chats
- Dark Web Investigations
- Human Trafficking

Cases handled by the HTTF for OPD:

- 2019 – 79 cases investigated
- 2020 YTD – 31 cases investigated

AGREEMENT

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Cost for use of HTTF:

- All LE agencies in county pay for the services of HTTF
- Based on a percentage of county population (Oxnard 24.48%)
- OPD pays for a percentage of three Office System Coordinator III's (Forensic Computer Examiners)
- The contract is for two yrs/\$100,000 annually
- Funding is paid from the Police Department's operating budget



QUESTIONS

6



PUBLIC SAFETY COMMITTEE AGENDA REPORT
REPORTS
AGENDA ITEM NO. D.3

DATE: October 13, 2020
TO: Public Safety Committee
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: Review and Prioritize Councilmember Agenda Requests. (5/5/5)

RECOMMENDATION

That the Public Safety Committee review and prioritize Councilmember agenda requests.

BACKGROUND

At the beginning of 2019, the Council Committee structure went into effect. Since then, Councilmembers have requested various topics come back to Committee at a later date.

DISCUSSION

Below is a list of six items that Councilmembers have requested to be discussed at the Public Safety Committee. Staff is requesting that the Public Safety Committee review and prioritize these requests.

1. (MacDonald) Update on lifeguarding programs
2. (Ramirez) Creative approaches with partner agencies for youth intervention
3. (Ramirez) Report on pedestrian/bicycle deaths
4. (Ramirez) Mandatory spay and neuter policy/program
5. (Lopez) Update on gun control efforts, including gun violence restraining orders
6. (Ramirez) Pedestrian Fatalities, SCAG "Go Human" Campaign

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 financial impact.

Prepared by: Sarah Rowley, Administrative Assistant

ATTACHMENTS

1. PSC - Future Agenda Items Requests

Council/Committee Future Agenda Requests		
Public Safety Committee		
1	MacDonald	Update on lifeguarding programs
2	Ramirez	Creative approaches with partner agencies for youth intervention
3	Ramirez	Report on pedestrian/bicycle deaths
4	Ramirez	Mandatory spay and neuter policy/program
5	Lopez	Update on gun control efforts, including gun violence restraining orders
6	Ramirez	Pedestrian Fatalities, SCAG "Go Human" Campaign