

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.



AMENDED AGENDA

Report Item N.1 Recommendation, PO, & Presentation Updated

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

April 20, 2021

Closed Session - 4:30 PM

Appointment Items - 5:00 PM

Regular Meeting - 6:00 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.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities 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. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than 2:00 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.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: City of Oxnard v. County of Ventura

Ventura County Superior Court, Case No. 56-2021-00552428-CU-WM-VTA

Legislative Body: City Council

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: (Presentation / Council Discussion / Public Comment)

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Paul Knapp v. City of Oxnard
Workers' Compensation Case No. ADJ12427191
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. Community Development Department
SUBJECT: Mobile Food Vendor Permitting Presentation By Ventura County Environmental Health. (20/15/25)
RECOMMENDATION: That the City Council receive and file a presentation from the Ventura County Environmental Health in regards to mobile food vendor permitting.
Legislative Body: City Council
Contact: Vyto Adomaitis, (805) 385-7868

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Week of April 18 - 21, 2021 as "National Crime Victims' Rights Week."
2. SUBJECT: Presentation of a Proclamation Designating April 22, 2021 as "Earth Day."

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

1. City Manager Department

SUBJECT: Appointment of Member to Serve on the City's Commissions on Homelessness. (0/5/5)

RECOMMENDATION: That the Mayor, with the concurrence of the City Council, make the following appointment to the Commission on Homelessness: Jack Villa (D3). (This item did not originate in Committee).

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION/CONSENT AGENDA

1. Public Works Department

SUBJECT: Agreement for Professional Services for the Local Roadway Safety Plan PW 21-35 and the Sustainable Transportation Planning Project PW 21-33.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8306 with Fehr & Peers in the amount of \$144,776 to develop a Local Roadway Safety Plan, Project 213102;
2. Approve and authorize the Mayor to execute Agreement A-8307 with Fehr & Peers in the amount of \$457,646 to develop a Sustainable Transportation Plan, Project 213103;
3. Recognize and appropriate \$60,300 from State Transportation Grant Fund 210 and approve a budget appropriation of \$19,753 from Transportation Development Act Article 8a Fund 212 to Local Roadway Safety Plan Project 213102; and
4. Appropriate \$53,121 from Transportation Development Act Article 8a Fund 212 and reclassify project budget appropriation allocations and expenditures of \$53,121 from Roadway Maintenance and Rehabilitation Account Fund 185 to Transportation Development Act Article 8a Fund 212 for the Sustainable Transportation Planning Project 213103.

(Allocation of the initial grant funding for the two projects, as well as discussion on the need to contract with consulting firms for this work, went to the Public Works & Transportation Committee on July 28, 2020 (approved 3-0) and was followed by City Council on September 1, 2020 (approved 7-0). The recommended action to allocate additional grant funding, local match, and award of the consultant contracts did not originate at Committee.)

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

2. Public Works Department

SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Funding and Project List for Fiscal Year 2021-22.

RECOMMENDATION: That the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2021-22 project list of Senate Bill 1 (SB1) proposed projects which will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Tatiana Arnaout, (805) 385-8341

3. Police Department

SUBJECT: Agreement for Animal Safety Services with Ventura County Animal Services (VCAS).

RECOMMENDATION: That City Council approve a budget appropriation with a total cost projection in the amount of \$2,479,135.18 for FY 21-22, total cost projection for the second year of a five year agreement (A-8151) with the County of Ventura to provide animal safety services.

(Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Eric Sonstegard, Jason Benites, (805) 385-8290, (805) 385-7624

4. Information Technology Department

SUBJECT: Renewal of Tyler/New World 911 System (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Sixth Amendment to Agreement No. 5463-11-PD with Tyler Technologies through June 30, 2026, increasing the agreement amount from \$7.5 million to \$9.7 million (\$2.2 million increase over 5 years) for the renewal of public safety calls dispatch software licenses and services. (Finance & Governance Committee approved 3-0).

Legislative Body: City Council

Contact: Raja Bamrungpong, (805) 385-7554

M. PUBLIC HEARINGS1. Community Development Department

SUBJECT: Recovery of Nuisance Abatement Costs. (0/10/5)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs;
2. Approve the cost report; and
3. Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/4gj5sfDzJCc>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7868

2. Community Development Department

SUBJECT: Tru Hilton Hotel Project - Appeal of the Planning Commission's Decision to Approve Planning and Zoning Permit No. 19-500-03 (Special Use Permit) located at at 180 West Esplanade Drive (APN: 142-0-310-045), Subject to Certain Findings and Conditions. (0/15/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing, and
2. Approve Addendum No. 1 to Final Mitigated Negative Declaration No. 12-01, and
3. Adopt a Resolution 2021-XX Denying the Appeal and upholding the Planning Commission's Approval of Planning and Zoning Permit No. 19-500-03 (Special Use Permit), subject to certain findings and conditions, because the record shows that there is evidence necessary to make all of the Findings required by Oxnard City Code Section 16-531 in order to grant a Special Use Permit.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/aYL_n_tQNJc

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7868

N. REPORTS

1. Fire Department

SUBJECT: Agreement A-8317 with Falck Mobile Health Corporation (“Falck”) for three years, with an option to renew for an additional two years, not to exceed \$7,143,621 (Year 1), \$6,862,321 (Year 2), \$6,514,727 (Year 3), \$6,683,131 (Year 4), and \$6,826,999 (Year 5) for ambulance transport services and Purchase Order with Stryker Medical. (0/10/10)

RECOMMENDATION: That City Council:

1. Approve and authorize the Mayor to execute Agreement A-8317 with Falck Mobile Health Corporation (“Falck”) for three years, with an option to renew for an additional two years, not to exceed \$7,143,621 (Year 1), \$6,862,321 (Year 2), \$6,514,727 (Year 3), \$6,683,131 (Year 4), and \$6,826,999 (Year 5) for ambulance transport services; and

2. Approve and authorize the Mayor to execute a purchase order and a conditional sales agreement in the amount of \$492,381.11 for the purchase of 10 EKG Monitors and 10 Stair-Pro Chairs using Stryker Flex Pay to be placed on ambulances operated by Falck in the City; and

3. Authorize the City Manager to approve and execute amendments to Agreement A-8317 within the City Manager's annual authorization as may be amended from time to time.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/B1NAq2Midgw>

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

2. Public Works Department

SUBJECT: Railroad Quiet Zone Establishment. (0/10/10)

RECOMMENDATION: That the City Council receive and file a report on the Federal Railroad Administration’s Railroad Quiet Zone process and potential application within the City of Oxnard. (Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wEwpAgXlbyg>

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

O. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.1

DATE: April 20, 2021

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868, vyto.adomaitis@oxnard.org

SUBJECT: Mobile Food Vendor Permitting Presentation By Ventura County Environmental Health. (20/15/25)

RECOMMENDATION

That the City Council receive and file a presentation from the Ventura County Environmental Health in regards to mobile food vendor permitting.

BACKGROUND

This presentation from Ventura County Environmental Health is a follow up to the City Manager's report to City Council on February 16, 2021 in regards to a corn vendor incident in South Oxnard.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Roger Brooks, Code Compliance Manager

ATTACHMENTS

1. Presentation - Mobile Food Vendor Permitting

Mobile Food Vendor Permitting

Presentation by Ventura County Environmental Health

Charles Genkel, Environmental Health Director
Graciela Garcia, R.E.H.S. Manager
County of Ventura

April 20, 2021
City Council Meeting



Mobile Food Facilities

2



Types of Mobile Food Facilities

- **Type 1** - No plan check required if vehicle is a produce truck, bread/baked goods truck other **prepackaged foods not requiring refrigeration**.
- **Type 2** - Ice Cream truck/cart, push carts, cold/hot trucks, catering truck with **only packaged food**, fish truck; grocery truck with eggs, cheese or milk, pizza truck.
- **Type 3** - Hot dog cart/trailer, coffee/cappuccino cart/trailer, churro/ pretzel cart, roasted almonds cart, kettle corn/popcorn cart, shaved ice cart.
- **Type 4** - Catering Truck, Soft Serve Ice Cream Truck, Mobile Kitchen Trailers

Types of Mobile Food Facilities

MFF TYPE 1

- Whole, uncut produce and prepackaged non potentially hazardous foods (PHFs) such as bread/baked goods
- No plan submittal required
- Hand sink and warewashing sink not required
- No refrigeration required
- No food preparation allowed
- No sampling



MFF TYPE 2



- Ice cream truck with freezer that charges overnight or use of dry ice
- Ice cream truck with freezer powered during operation
- Push Carts
- Refrigerated trucks
- Pizza trucks (prepackaged pizza)
- Cold/hot trucks

Limited to the sale of: prepackaged ice cream (PHF or non-PHF), prepackaged non-PHFs such as candies and sodas, whole fish



MFF TYPE 3

- Hot dog/tamale carts
- Coffee carts/trucks
- Churros/pretzels (warming)
- Roasted almonds
- Kettlecorn/Popcorn
- Shaved Ice
- Cotton Candy



MFF TYPE 4



Gourmet Food Truck



Taco Truck



- Hot dog/tamale carts
- Coffee carts
- Churros/pretzels (warming)
- Roasted almonds or corn
- Kettle Corn/Popcorn
- Shaved Ice / Italian Ice
- Cotton Candy



MFF Type 3 (Cart) Limited Food Preparation

What is limited food preparation?

- Heating, frying, baking, roasting, popping, shaving ice, blending, steaming or boiling hot dogs & assembly of non-prepackaged food
- Dispensing and portioning on non potentially hazardous food
- Holding, portioning and dispensing packaged foods
- Slicing and chopping food on a heated cooking surface during the cooking process
- Cooking and seasoning to order
- Juicing or preparing beverages that are for immediate service that do not contain frozen milk products

MFF Type 3 (Cart) NOT Limited Food Preparation

What is NOT limited food preparation?

- Slicing and chopping not on a cooking surface
- Thawing
- Cooling cooked food
- Grinding raw food
- Reheating for hot holding, except for steamed or boiled hot dogs and tamales in the original, inedible wrapper
- Hot holding of non-prepackaged, potentially hazardous food, except for roasting corn on the cob, steamed or boiled hot dogs, and tamales in the original, inedible wrapper
- Washing of foods
- Cooking potentially hazardous foods for later use
- Handling, manufacturing, freezing, processing, or packaging milk or milk products

Considerations Specific to Corn Vending

Only limited food prep is allowed from a cart:
The cooking of corn and prep of cooked corn is beyond limited food prep and needs to be done from an enclosed mobile food facility.

Galvanized cans releasing toxic Zinc when heated

Hand & Utensil washing requirements:

California Health & Safety Code Section 113953(b)(1) defines the requirements for hand washing facilities.

Approved source for the food

Approved equipment

Hot & Cold food holding requirements

- Corn is boiled in galvanized cans at a residential property.
- Boiled corn is transported in the same cans, with those cans placed into wooden carts.
- Carts carry additional food items: unrefrigerated mayonnaise, margarine, powdered cheese, lemon juice and hot sauce.
- Carts may include other foods such as mangos and shaved ice with various flavors of toppings stored in recycled unrefrigerated milk containers.
- All food items are not pre-packaged but prepared at residential properties.



Why Does The State and Environmental Health Regulate These Uses?

- California Health & Safety Code is the governing code that the Ventura County Environmental Health Department must follow when it comes to food preparation and distribution.
- Mobile Food Facility (MFF) means a vehicle, used in conjunction with a commissary, or other permanent food facility upon which food is sold or distributed at retail.
- Environmental Health Division (EHD) inspectors in the Food Protection Program conduct annual inspections at various facilities that sell food to the public in Ventura County.
 - Inspections ensure facility is clean, sanitary and free of sources of contamination;
 - Operating in a manner to prevent contamination of food, utensils & equipment;
 - Facility meets minimum equipment and construction standards and has adequate food storage facilities.

Foodborne Illness in US



5 Major Risk Factors for Foodborne



Poor Personal Hygiene

Improper Holding Temperatures

Contaminated Equipment & Utensils

Inadequate Cooking Temperatures

Food from Unapproved

Risk-Based Requirements for Food Operations



Poor Personal Hygiene –
a hand wash sink is required with warm water, soap and paper towels

Improper Holding Temperatures –
refrigeration units and/or hot-holding equipment is required to prevent the rapid growth of organisms

Contaminated Equipment & Utensils –
a warewashing sink is required with hot and cold running water under pressure, dish detergent and sanitizer

Inadequate Cooking Temperatures –
adequate cooking equipment is required

Food from Unapproved Sources –
all food must be obtained from permitted food facilities and MFF must operate from a permitted commissary

What options are there for corn vending?



Commissary



Roasted Corn from a Cart



Next Steps

- Continued coordination between this Division and the City of Oxnard in addressing concerns related to these types of mobile food vending
- The Division's focus is on outreach/education efforts before doing enforcement
 - Information is available on the Division's website in English and Spanish detailing the requirements and the process to apply for a permit
 - Individuals interested in obtaining a permit for a Mobile Food Facility may also contact the main line to speak to an Environmental Health Specialist who can explain the requirements and process (we have several bilingual staff if needed)
- The Division is responsible for carrying on enforcement actions when food is offered to the public without a valid permit
 - This will be primarily responding to complaints but a district inspector may address it during his/her routine district work
- The Division is open to providing workshop/meeting with individuals interested in obtaining a permit but need more information/guidance



Discussion



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE
REPORTS
AGENDA ITEM NO. I.1

DATE: April 20, 2021

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Appointment of Member to Serve on the City's Commissions on Homelessness. (0/5/5)

RECOMMENDATION

That the Mayor, with the concurrence of the City Council, make the following appointment to the Commission on Homelessness: Jack Villa (D3). (This item did not originate in Committee).

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG), including to the Commission on Homelessness (COH). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before appointment.

DISCUSSION

The COH advises regarding all matters pertaining to homelessness in the City. The COH is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Madrigal nominates Jack Villa to represent D3, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Appointment of Members to Serve on the Commission on Homelessness - Presentation

Appointment of Member to Serve on the City's Commission on Homelessness

City Council

April 20, 2021

Shiri Klima, Deputy City Manager



That the Mayor, with the concurrence of the City Council, make the following appointment to the Commission on Homelessness: Jack Villa (D3).

COMMISSION ON HOMELESSNESS

Function	Advises regarding all matters pertaining to homelessness in the City
Requirements	7 members must reside in City and be over age 18
Nomination	Councilmember Madrigal nominates Jack Villa

That the Mayor, with the concurrence of the City Council, make the following appointment to the Commission on Homelessness: Jack Villa (D3).





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: April 20, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreement for Professional Services for the Local Roadway Safety Plan PW 21-35 and the Sustainable Transportation Planning Project PW 21-33.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8306 with Fehr & Peers in the amount of \$144,776 to develop a Local Roadway Safety Plan, Project 213102;
2. Approve and authorize the Mayor to execute Agreement A-8307 with Fehr & Peers in the amount of \$457,646 to develop a Sustainable Transportation Plan, Project 213103;
3. Recognize and appropriate \$60,300 from State Transportation Grant Fund 210 and approve a budget appropriation of \$19,753 from Transportation Development Act Article 8a Fund 212 to Local Roadway Safety Plan Project 213102; and
4. Appropriate \$53,121 from Transportation Development Act Article 8a Fund 212 and reclassify project budget appropriation allocations and expenditures of \$53,121 from Roadway Maintenance and Rehabilitation Account Fund 185 to Transportation Development Act Article 8a Fund 212 for the Sustainable Transportation Planning Project 213103. (Allocation of the initial grant funding for the two projects, as well as discussion on the need to contract with consulting firms for this work, went to the Public Works & Transportation Committee on July 28, 2020 (approved 3-0) and was followed by City Council on September 1, 2020 (approved 7-0). The recommended action to allocate additional grant funding, local match, and award of the consultant contracts did not originate at Committee.)

BACKGROUND

The City received State grants from the California Department of Transportation (Caltrans) to develop two planning documents, the Local Roadway Safety Plan (LRSP) and Sustainable Transportation Planning Project (STPP). The LRSP will create a framework to systematically identify and analyze roadway safety problems and recommend safety improvements. The STPP will plan for an integrated, sustainable, and safe transportation environment Citywide.

CIP Reference: Both projects are planning documents only and therefore not included in the 5-Year CIP document.

DISCUSSION

The scope of work for the LRSP is technical in nature, engineers and designers will assess current traffic behavior, analyze collision data, review planning documents, and coordinate stakeholder input to identify, analyze, and prioritize roadway safety improvements. Countermeasures will be identified where they can be most effectively applied and all data and recommendations will be combined into the LRSP for adoption by the City Council. The LRSP will act as the City's Annual Traffic Safety Report and be used as a template for future reports.

The scope of work for the STPP is collaborative in nature, focusing on all inclusive community engagement to ensure

that the needs of each community, age group and socioeconomic status are represented. The project team will explore creative methods of outreach due to Covid-19 social distancing guidelines. Development of the STPP will include idea generation and prioritization, establishment of the sustainable transportation framework, catalog of enhanced streetscape elements, conceptual design alternatives, identification of funding sources, implementation steps, and a final STPP for adoption by the City Council. The STPP will be an encompassing document incorporating complete streets design, safe routes to school, vision zero, and first/last mile planning in tandem with land use opportunities, plans, and existing conditions.

The request for proposals (RFP) for both projects were published on December 3, 2020 and all proposals were due on January 14, 2021. The City received seven (7) proposals for the LRSP and six (6) proposals for the STPP. The proposals were evaluated by staff members consisting of the City Traffic Engineer, Associate Traffic Engineer, and Transportation Planner. The Planning & Sustainability Manager also evaluated the Sustainable Transportation Planning Project.

Fehr & Peers was selected as the most qualified firm to develop both planning documents. The selection was based upon the firm's extensive public outreach experience including working within disadvantaged communities, understanding of the City's mobility challenges, and experience working on regional projects. Staff confirmed that Fehr & Peers meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The cost for the LRSP, Agreement A-8306 with Fehr & Peers, is \$144,776. The LRSP Project has an available budget appropriation in the amount of \$72,000 from Transportation Grant State Fund 210 and \$7,200 from Traffic Safety Fund 182 both in Project 213102. City staff was successful in receiving additional State grant funding of \$60,300. Approval of this action would recognize and appropriate \$60,300 of State grant Fund 210 and appropriate \$19,753 from Transportation Development Act (TDA) Article 8a Fund 212 to execute the agreement of \$144,776 and provide local match and staff management of \$14,477 for a total project cost of \$159,253.

Local Roadway Safety Plan Project 213102				
Fund	Fund Name	Available Budget Appropriation	Budget Appropriation	TOTAL APPROPRIATIONS
210	Transportation Grant State	\$72,000	\$60,300	\$132,300
182	Traffic Safety Fund	\$7,200	\$0	\$7,200
212	Transportation	\$0	\$19,753	\$19,753

	Development Act 8a			
	TOTAL	\$79,200	\$80,053	\$159,253

The cost for the STPP, Agreement A-8307 with Fehr & Peers, is \$457,646. The STPP Project has an available budget appropriation in the amount of \$410,000 from Transportation Grant State Fund 210 and \$53,121 from Roadway Maintenance and Rehabilitation Account (RMRA) Fund 185 in Project 213103. Approval of this action would remove allocated funding in RMRA Fund 185 and replace by appropriating \$53,121 from Transportation Development Act (TDA) Article 8a Fund 212 to execute the agreement of \$457,646 and provide staff management allocation of \$5,475 for a total project cost of \$463,121. RMRA is being removed so that it can be allocated on street resurfacing projects.

Sustainable Transportation Planning Project 213103				
Fund	Fund Name	Available Budget Appropriation	Budget Appropriation	TOTAL APPROPRIATIONS
210	Transportation Grant State	\$410,000	\$0	\$410,000
185	Roadway Maintenance and Rehabilitation Account	\$53,121	-\$53,121	\$0
212	Transportation Development Act 8a	\$0	\$53,121	\$53,121
	TOTAL	\$463,121	\$0	\$463,121

COMMITTEE OUTCOME

Allocation of the initial grant funding for the two projects, as well as discussion on the need to contract with consulting firms for this work, went to the Public Works & Transportation Committee on July 28, 2020 (approved 3-0) and was followed by City Council on September 1, 2020 (approved 7-0). The recommended action to allocate additional grant funding, local match, and award of the consultant contracts did not originate at Committee.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Fehr & Peers - A-8306 LRSP
2. Fehr Peers - A-8307 Sustainability Plan
3. Budget Appropriation

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date:
- (2) Consultant: Fehr & Peers
- (3) Services: Produce a Local Roadway Safety Plan
- (4) Schedule of Services: Schedule to complete work is approximately 18 months from the Notice to Proceed
- (5) Agreement Ending Date: April 20, 2023
- (6) Total Agreement Amount: \$144,776
- (7) City's Project Manager: Debbie O'Leary, Transportation Planner
- (8) Consultant's Project Manager: Emily Finkel , Associate
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

600 Wilshire Boulevard, Suite 1050
Los Angeles, CA 90017
Attn: Sarah Brandenburg, Principal

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Debbie O'Leary,

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

e.finkel@fehrandpeers.com
s.brown@fehrandpeers.com

CITY'S PROJECT MANAGER:

debbie.oleary@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, subject to the following terms and conditions:

1. **Scope of Services.** Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Services" or collectively the "Project"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.
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 shall 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. 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 City's Project Manager ("Manager"), subject to the direction of the City Manager or Public Works Director.
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. **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.
8. **Time for Performance.** The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated herein by this reference. 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.
9. **Principal in Charge.** Consultant hereby designates Steven J. Brown, as its principal-in-charge and person responsible for necessary coordination with Manager.
10. **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.
11. **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 requirements.
12. **Term of Agreement.** This Agreement shall begin on April 20, 2021 and expire on April 20, 2023.
13. **Termination.** This Agreement may be terminated by City for cause or convenience and at no cost to the City 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; however, if the City

terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$144,776 for the Services at rates provided in Exhibit C attached hereto and incorporated herein by this reference.

b. The acceptance by Consultant of the final payment made under 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.

c. 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.

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

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed and expenses incurred by Consultant in the previous month, in a form reasonably satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, 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.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. 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.

b. Consultant acknowledges that this is a federally-and/or State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager. However, notwithstanding the foregoing, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its Services under this Agreement ("Background IP"), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the documents and materials. Consultant grants City an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the documents and materials. Third-party content that may be used or incorporated in the documents and materials shall not become the property of City. Consultant shall secure all licenses necessary for City to utilize Consultant's Services and the documents and materials for their intended purposes.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. 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 include a copy of this Section 19 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.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review. Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

a. Whether the Project is proceeding on schedule and within budget;

- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;
- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
- e. The status of the Project budget; and
- f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System. Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information. Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "Indemnified Party") from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a "Claim" and collectively the "Claims").

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim. An allegation or determination that persons other than Consultant (excluding City) are responsible for

the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. However, in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. 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.

d. 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.

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 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.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement. 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.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

29. Fair Employment Practices

a. 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. 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 shall 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.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. If applicable to and within Consultant's Scope of Services, Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency. If applicable to and within Consultant's Scope of Services, Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. 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.

34. 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.

35. 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.

36. 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.

37. Compliance with Laws

a. If applicable to Consultant's Scope of Services, within Consultant's area of expertise, and in accordance with the standard of care applicable to Consultant's Services under this Agreement, Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation ["CFR"] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program ["TCEP"] Guidelines, Local Partnership Program ["LPP"] Guidelines, Solutions for Congested Corridors Program ["SCCP"] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. If applicable to Consultant's Scope of Services, within Consultant's area of expertise, and in accordance with the standard of care applicable to Consultant's Services under this Agreement, Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code ["PCC"] 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. If applicable to Consultant's Scope of Services, within Consultant's area of expertise, and in accordance with the standard of care applicable to Consultant's Services under this Agreement, Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition 18, Proposition 1A, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment. Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System

for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. 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.

40. 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.

41. 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.

42. 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.

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

44. 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.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Fehr & Peers, 600 Wilshire Boulevard, Suite 1050, Los Angeles, CA 90017.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030.

46. 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.

47. 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.

[Signatures on next page]

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

FEHR & PEERS

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Buyer

 Sarah Brandenburg, Board Chair² _____ Date

 Steven Brown, Senior Vice President _____ Date

ATTEST:

 Rose Chaparro, City Clerk _____ Date
 (only if Mayor signs)

APPROVED AS TO FORM:

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

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.

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; 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

TASK 1

Project Management

TASK 1.1 CONTRACT MANAGEMENT AND QUALITY CONTROL SERVICES

Emily Finkel, our Project Manager, will oversee day-to-day operations of the project and report directly

to the City's Project Manager. She will ensure the scope of services is completed in a comprehensive and high-quality manner that is within budget and on schedule by:

- Ensuring the project meets all federal, state, and local procedures, guidelines and standards
- Preparing and implementing a project schedule
- Overseeing progress meetings
- Submitting invoices with detailed progress notes

Throughout the project, Emily will be responsible for implementing Fehr & Peers' Quality Control (QC) process, which is a hierarchy of staff that are responsible for various aspects of a project. The following hierarchy will be employed in the development of the Oxnard LRSP:

- The Principal-in-Charge provides oversight, review, and strategic direction
- The Project Manager is responsible for overall quality and adherence to schedule and budget
- The Project Engineer and Planner conduct the technical calculations, prepare reports, and support the Project Manager
- The Technical Experts will serve as advisors on best-practices and to help develop innovative solutions

TASK 1.2 PROJECT KICK-OFF MEETING

Fehr & Peers will organize and lead a project kickoff meeting to discuss the goals, objectives, tasks, timeline, the City's expectations, and Caltrans' grant requirements. The kick-off meeting will also determine what information and data are needed from City staff. Fehr & Peers will present a draft schedule that outlines the plan for completing all tasks in the project work plan and will be finalized based on City staff input. If in-person meetings cannot be held due to public health restrictions, Fehr

& Peers will coordinate virtual meeting logistics

TASK 1.3 STAKEHOLDER GROUP MEETINGS

Fehr & Peers will work with the City to establish a stakeholder group for the LRSP that represents FHWA's four E's of safety:

- **Education**, such as representatives from the Oxnard School District, Oxnard Union High School District, and Oxnard College
- **Enforcement**, such as the Oxnard Police Department

- **Emergency Services**, such as Ventura County Behavioral Health (Ventura County DUI Program)

- **Engineering** staff from the City

Additional stakeholders could include representatives from Gold Coast Transit, community-based organizations, such as the Mixteco/Indígena Community Organizing Project (MICOP), and residents via representatives from the neighborhood councils.

Two stakeholder meetings are planned. The **first meeting** will focus on presenting findings from the crash history and data collection/assessment process

and discussing the project's **vision and goals**. The vision and goals will be finalized with City staff, following Caltrans guidance. The **second meeting** will focus on gathering stakeholder feedback on countermeasure strategies, proposed projects, and the final Local Roadway Safety Plan. If in-person meetings are not possible due to ongoing public health concerns and restrictions, Fehr & Peers is well-positioned to use online collaboration tools, such as **Mural**, to facilitate engaging and collaborative stakeholder meetings. Fehr & Peers will facilitate coordination with stakeholders throughout the duration of the project. Feedback on safety issues and specific locations will also be collected from the **broader Oxnard community** through the virtual engagement platform described below.

DATA DASHBOARD FOR VIRTUAL ENGAGEMENT

We plan to use the data dashboard website created for this proposal to continue communications with

the City and stakeholders throughout the course of the project. Leveraging Fehr & Peers' **Crowdsource+** tool, which is a web-based mapping and surveying platform, we can use this data dashboard as a virtual feedback collection tool in our communications with stakeholders and the public, as well as a tool for City staff to use to communicate with elected officials and in coordination with other departments. We have set up a sample Oxnard data dashboard for your review that can be accessed at:

<https://arcg.is/00zHzj>

TASK 1.4 PROGRESS MEETINGS

Fehr & Peers is committed to regular, ongoing communication with the City to facilitate smooth project delivery. Fehr & Peers will coordinate and lead monthly progress meetings with the City to discuss the project, monitor project progress, prepare for upcoming tasks, debrief on completed tasks, and any required problem-solving to ensure the Plan development remains on schedule and within budget. Fehr & Peers will provide meeting agendas and notes for the progress meetings. If needed, Fehr & Peers can use some of the time allotted for progress meetings to provide updates at Public Works & Transportation Committee meetings and/or City Council meetings.

TASK 1 DELIVERABLES

- Coordination and participation in kick-off meeting, including meeting agenda and notes
- Participation in monthly progress check-in meetings, including meeting agenda and notes
- Coordination and participation in two (2) stakeholder meetings, including meeting agenda and notes
- Final work plan and project schedule
- Monthly project invoices and progress reports

TASK 2

STATE OF THE CURRENT CITY SYSTEMS AND PLANNING DOCUMENTS REVIEW

TASK 2.1 PLANNING DOCUMENTS REVIEW

Fehr & Peers will review the City's General Plan, Bicycle and Pedestrian Master Plan, Transportation Demand Management Plan, Oxnard Vision Plan, and additional relevant planning documents, policies, or programs. The additional documents could include the 2019 High Quality Transit Area Vision Plan, Oxnard Sidewalk Survey Report, Oxnard Corridor Community Transportation Improvement Plan, or Oxnard Green Alleys Plan. Fehr & Peers will produce an inventory of 10 – 15 **opportunity areas**, such as intersections or corridors, to facilitate safety improvements, summarized as a matrix of the opportunity areas, or locations in the city, specified in the various plans that notes which documents each location is mentioned.

TASK 2.2 STATE OF CURRENT CITY SYSTEMS REVIEW

Fehr & Peers will review existing City resources and maintenance programs that address traffic safety needs to determine areas for improvement. Programs led by the Design and Construction Service Branch, such as the Street Maintenance and Repair program, could be reviewed as part of this task. Fehr & Peers will work with City staff to identify the specific resources and maintenance programs associated with traffic safety that will be reviewed. This task also includes up to 2 hours of **interviews** with City staff to document and/or establish data management practices for managing contextual, collision, and traffic safety programs (e.g. education and enforcement) data to inform the Crossroads database update in Task 3.1 and facilitate future versions of the City's Annual Traffic Safety Report. We will use the Complete Streets Safety Assessment benchmarking report as the

foundation for this task, allowing for efficiencies and more detailed reviews of priority topics for the City.

TASK 2.3 STATE OF THE CURRENT CITY SYSTEMS AND PLANNING DOCUMENTS REVIEW MEMORANDUM

Fehr & Peers will summarize the methodology, findings, and recommendations of this task in a memorandum. The memorandum will be written in a manner that aligns with LRSP guidelines so that the memorandum can be seamlessly incorporated into the final report.

TASK 2 DELIVERABLES

- Memorandum with an inventory of opportunity areas to facilitate safety improvements and opportunities to improve City resources and maintenance programs

TASK 3 CRASH HISTORY AND DATA COLLECTION/ASSESSMENT

TASK 3.1 COLLISION HOTSPOT IDENTIFICATION AND COLLISION DATABASE UPDATE

Consistent with guidance provided in Local Roadway Safety: A Manual for California's Local Road Owners (LRSM) (Caltrans, 2020), Fehr & Peers will obtain collision history on Oxnard streets for the most recent 5-year period for which complete collision data is available. We will use the most recent 5-years of collision data to identify the top 10 high crash intersections and roadway segments for total collisions, collisions where someone was killed or severely injured (KSI), and by mode. Fehr & Peers will also produce a collision landscape summary of key patterns and trends in the collision data by mode, severity, and over time. Fehr & Peers will update the City's Crossroads database to include the most recent 5-years of collision data for use in the LRSP development and work with City staff to develop a workflow for future updates.

CROSSROADS DATA MANAGEMENT PLAN

Fehr & Peers' software and database experts will provide Oxnard with a Crossroads collision data management plan to help Oxnard get the most out of their investment in the Crossroads software. The plan will support ongoing City processes to ensure data is accurate, thorough, appropriately managed and functional for ongoing analysis. This plan will also provide best practice recommendations for sharing data among City departments, including

frequent access for Public Works, to support ongoing safety analysis. The plan will provide resource and staff recommendations for database maintenance and data input, focusing on efficient processes that can help provide the most valuable safety trend insights.

TASK 3.2 TOP COLLISION TYPES IDENTIFICATION BY MODE

Fehr & Peers will also use the most recent 5-years of collision data to analyze citywide crash patterns to identify trends that indicate areas in need of additional detailed analysis. This analysis will look at the top 5 collision types, associated locations, and common risk factors across the locations for all collisions and for collisions that resulted in a severe injury or fatality. A separate analysis will be done for collisions involving someone walking or biking, resulting in a list of up to 20 crash types. This crash type analysis will incorporate roadway and contextual factors, as described in Tasks 3.3 and 3.4. Fehr & Peers uses the Systemic Matrix process, also used by UC Berkeley SafeTREC and Caltrans, to inform crash type development. Each collision type will be mapped.

TASK 3.3 EXISTING INTERSECTION AND ROADWAY VOLUME DATA ANALYSIS

Fehr & Peers will analyze existing intersection and roadway volume data to determine if additional data collection is necessary to perform crash location

prioritization and benefit to cost ratios for priority rankings for the LRSP. As mentioned in Task 2.1, LRSP and STP staff will coordinate across projects on data sharing and count collection. Given that current traffic volumes and patterns are likely not representative of typical patterns due to reduced travel in response to COVID-19, the most recent pre-pandemic traffic counts from StreetLight, which is a cell phone big data collection firm, can either substitute or supplement new traffic counts gathered for the project.

INNOVATIVE DATA SOURCES

Fehr & Peers plans to use as much of the City's existing roadway characteristic and contextual GIS data as is available. To fill in the gaps for this data, we propose using several different innovative sources to efficiently collect the most useful geographic data for this safety analysis, but that can also be used by the City of Oxnard on future planning and engineering efforts. Fehr & Peers has designated budget to cover a data purchase, and will work with City staff to identify the highest priority data.

These data sources include:

- **Connected Vehicle Data - Wejo:** Data from connected vehicles that provides the geographic location for safety related driving events, such as hard braking and speeding (Fehr & Peers has already purchased this dataset for the US)
- **Vertical Roadway Inventory - Mapillary:** This free AI photo recognition software can provide an initial set of roadway object inventory (e.g. signage, intersection control type), and can help Fehr & Peers staff efficiently develop supplemental inventory from photo and video taken during our standard fieldwork visits
- **Curb-To-Curb Inventory - EcopiaTech:** This vendor can efficiently provide a comprehensive GIS roadway network characteristic inventory using high-resolution satellite imagery
- **AADT and Turning Movement Counts – StreetLight:** As we anticipate the pandemic to continue to impact travel patterns in 2021, we propose using pre-pandemic cell phone big data to collect segment AADT and intersection turning movement counts to supplement the City's existing counts where necessary

TASK 3.4 – CITYWIDE ROADWAY SAFETY ANALYSIS

Following Highway Safety Manual and NCHRP 893 guidance, Fehr & Peers will build on the analysis completed in Tasks 3.1 – 3.3 by pairing crash data with contextual factors, such as:

- Traffic volumes
- Roadway cross-sections
- Speed limits
- Intersection control
- Streetlights
- Pedestrian and bike facilities
- Land use data
- Key trip generators (i.e. schools, parks, bus stops)

Fehr & Peers will develop a GIS database with collision data and contextual factors to better understand collision patterns. The collision and contextual data will be available for exploration via the online safety dashboard, a tool that was developed for this proposal and will be carried forward into the project. The interactive data dashboard can be explored at

<https://arcg.is/00zHzj>

Building on the collision hotspot identification in Task 3.1, the contextual factors will be paired with the collision types identified in Task 3.2 in a systemic analysis matrix to identify crash types that account for the most frequent and most severe crash types. An example of a crash type is broadside collisions occurring at major signalized intersections without a protected left-turn phase.

This **systemic matrix** process, based on the FHWA Systemic Approach, has the effect of evaluating risk across the entire roadway system, rather than only managing risk at certain locations. It allows us to identify patterns that may not be reflected in standard collision data sources. Our analysis will combine historic collision patterns with roadway characteristic risk factors to isolate locations that

may not have experienced a high rate of fatal and severe injury collisions to date but that are likely to in the future because they possess the characteristics of a collision hot spot. By merging adjacent road, intersection, and land use features with collision data, we can uncover relationships between contextual factors and the risk of frequent and severe crashes. Systemic modeling will allow the City to proactively address unobserved, but anticipated, safety trouble spots. The results of this process can be visualized on a map that shows where a particular crash type is happening across Oxnard and similar locations that may not have a history of collisions but have the same risk factors.

FOCUS ON EQUITY

This analysis will include a focus on collision and demographic contextual factors related to equity and vulnerable road users, including an understanding of potential safety outcome disparities related to older and younger people, people with disabilities, and members of Oxnard's Mixtec and Spanish-speaking communities.

COLLECTION/ASSESSMENT MEMORANDUM

Fehr & Peers will summarize the methodology and findings of this task in a memorandum. The memorandum will be written in a manner that aligns with LRSP guidelines so that the memorandum can be seamlessly incorporated into the final report.

TASK 3 DELIVERABLES

- Update to City's Crossroad database with the most recent 5-years of collision data used for this project
- GIS database with contextual factors
- Crash History and Data Collection/Assessment Memorandum

TASK 4

COUNTERMEASURE DEVELOPMENT

TASK 4.1 SAFETY MITIGATION TOOLBOX

Fehr & Peers will work with City staff to take the findings from Task 3 to identify opportunity areas to build a safety mitigation toolbox that includes proven, cost-effective countermeasures that will best address the most prevalent safety challenges in the City. For engineering interventions, we will focus on the countermeasures from the LRSM (as these are the countermeasures applicable for HSIP applications), but will also investigate additional proven countermeasures from sources like the FHWA PedSAFE toolbox and the CMF

Clearinghouse to supplement the countermeasures currently available in the LRSM, to assist the City of Oxnard in successful grant pursuits outside of HSIP and help the City prepare for future updates to the LRSM.

In addition to engineering interventions, Fehr & Peers will identify program and policy countermeasures that cover the "Safety Es" identified in the LRSP guidelines: engagement, education, and emergency services, described in more detail in Task 5.2.

The safety mitigation toolbox will include a description of each countermeasure, an associated crash reduction factor, and other key information. The toolbox will show how the countermeasures address safety patterns (i.e. collision types) specifically identified in Oxnard through the Task 3 collision analysis.

FOCUS ON EMERGING TECHNOLOGY

To bring this plan into alignment with the recently completed California Strategic Highway Safety Plan, we will also identify countermeasures related to emerging technologies. Fehr & Peers has a breadth of recent experience in Intelligent Transportation Systems (ITS) and Automated Vehicle (AV) readiness that will provide a strong foundation for this work. The toolbox will include strategies that leverage the City's investment in ITS, and help set Oxnard up for success in a CV and AV world.

TASK 4.2 COLLISION HOTSPOT

COUNTERMEASURE DEVELOPMENT

Fehr & Peers will draw from the safety mitigation toolbox developed in Task 4.1 to pair specific countermeasures with five (5) collision hotspots, or high crash locations. A **field visit** will be conducted to observe traffic operations at selected collision hotspots, which will further inform the feasibility of countermeasures at specific locations.

TASK 4.3 SYSTEMIC COUNTERMEASURE DEVELOPMENT

Fehr & Peers will also draw from the safety mitigation toolbox to identify countermeasures that can be applied systemically, with appropriate application across the City for 10 collision types. These are measures that may be implemented relatively quickly as part of a repaving program or can be applied as large packages at multiple locations at one time, resulting in cost savings.

The final menu of countermeasures will represent proven safety interventions that respond to the crash patterns and are preferred by City staff, and will include low-cost and quick-build options, as emphasized in the HSIP grant guidelines. This task will build on the foundational work the City has completed for their HSIP Cycle 10 applications by including the proposed traffic signal modifications, ADA improvements, and signage and striping countermeasures for consistency and then expanding on those countermeasures in preparation for HSIP Cycle 11 and future funding opportunities.

TASK 4.4 COUNTERMEASURE DEVELOPMENT MEMORANDUM

Fehr & Peers will summarize the methodology and findings of this task in a memorandum. The memorandum will be written in a manner that aligns with LRSP guidelines so that the memorandum can be seamlessly incorporated into the final report.

TASK 4 DELIVERABLES

- Safety Mitigation Toolbox
- Countermeasure Development Memorandum

TASK 5

IMPLEMENTATION PROGRAM

TASK 5.1 PROJECT DEVELOPMENT, IMPLEMENTATION, AND EVALUATION

Fehr & Peers will use the safety mitigation toolbox developed in Task 4.1 and the comprehensive collision analysis conducted in Task 3 to identify up

to 15 safety projects to address priority locations that are collision hotspots or a citywide collision type. As noted in Task 1.3, the Stakeholder Group will provide input on the selection of priority locations.

For each of the 5 hotspot countermeasure recommendation locations, we will provide:

- Documented countermeasure efficacy
- Planning-level cost estimates
- Applicability for regular maintenance cycles
- Countermeasure benefit calculation summaries
- **Conceptual designs** for use in grant applications

For each of the 10 systemic countermeasure recommendations, we will provide:

- Documented countermeasure efficacy
- Planning-level cost estimates
- Applicability for regular maintenance cycles
- Countermeasure benefit calculation summaries
- Map of recommendation locations, with contextual graphic mark-ups

Fehr & Peers will collaborate with City staff to develop a strategy for implementing safety measures included in the toolbox and a means to monitor safety outcomes to evaluate which measures are most effective. The strategy will consider not only engineering safety measures but also the other “E’s” of traffic safety, such as opportunities for local partnerships, public outreach, and emerging technology. The strategy will also consider how the LRSP can support the goals of the STP, which takes a broader view of transportation in Oxnard that encompasses sustainability, complete streets, and safety. Fehr & Peers will develop deliverables that supplement and expand, rather than duplicate, planning work that has been completed.

The implementation program developed will identify:

- Strategies and tools for monitoring performance
- Potential funding sources for specific projects
- Agency roles and responsibilities

for implementation of the plan

- Potential updates and funding opportunities

for the City's Design and Construction

Services Branch, such as the street

maintenance program and CIP program

ROADWAY DESIGN STANDARD UPDATES

Fehr & Peers will provide proposed updates to the City's roadway design standards based on systemic safety recommendations. These updates could include topics related to lane widths, intersection control types, marked crosswalks and other pedestrian facilities, and bicycle facility design.

TASK 5.2 EDUCATION AND ENFORCEMENT PROGRAMS RECOMMENDATIONS

Fehr & Peers will draw from the safety mitigation toolbox, which will include countermeasures for the different "E's" of traffic safety, to develop recommendations for education and enforcement programs for City consideration and future HSIP, ATP, and/or Office of Traffic Safety grant solicitation. These grant opportunities will also be included on the project cutsheets.

NON-ENGINEERING STRATEGIES FOCUSED ON EFFICACY

We will provide detailed recommendations for non-engineering countermeasures with a focus on the most effective strategies for speed and DUI collisions, developed with meaningful input from the Oxnard Police Department.

The Complete Streets Safety Assessment provided a proving ground for working with representatives from Oxnard PD to understand safety issues and develop recommendations in partnership. In 2020, Fehr & Peers made a significant internal R&D investment to document evolving best practice in enforcement, including synthesizing the most recent research on enforcement strategy efficacy from agencies such as NHTSA, and considerations for equity. We have also developed several additional speed management resources that can be applied on this project.

TASK 5.3 IMPLEMENTATION PROGRAM MEMORANDUM

Fehr & Peers will summarize the methodology and recommendations of this task in a memorandum.

The memorandum will be written in a manner

that aligns with LRSP guidelines so that the memorandum can be seamlessly incorporated into the final report.

TASK 5.4 RECOMMENDATIONS FOR IMPLEMENTING AND SUSTAINING A CULTURE OF TRANSPORTATION SAFETY

Fehr & Peers will work with staff to develop recommendations for staff and council consideration on the fiscal and employee resources necessary for a continued, sustained and successful effort to achieve traffic safety goals and meet Vision Zero objectives after LRSP adoption. These recommendations will build on Tasks 5.1 and 5.2 to identify how safety strategies can be implemented into existing programs, such as street maintenance and repair and CIP, and what additional resources or strategic partnerships can contribute to cultivating a citywide culture of transportation safety.

SAFE SYSTEM APPROACH

We will make recommendations following the practices adopted by the Safe System approach, and applying the definition of Safe System adopted by the Institute of Transportation Engineers (ITE) and the Road to Zero Coalition's Safe Systems Framework. The Safe System approach has been embraced internationally by traffic engineering and planning professionals, and has recently been adopted by the Federal Highway Administration (FHWA). It is also a core aspect of the 2020-2024 California Strategic Highway Safety Plan "Pivot" adopted by Caltrans.

The Safe System approach is a multidisciplinary strategy in support of the Vision Zero goal: eliminating deaths and serious injuries on the road system. As defined by FHWA, the Safe System approach addresses five elements, with accountability across all five:

- Safe road users
- Safe vehicles
- Safe speeds
- Safe roads
- Post-crash care

TASK 5 DELIVERABLES

- Draft and Final Project Cutsheets
- Implementation Program Memorandum

TASK 6

LRSP DEVELOPMENT

TASK 6.1 DRAFT LOCAL ROADWAY SAFETY PLANS

As noted in Tasks 2.3, 3.5, 4.4, and 5.3, Fehr & Peers will prepare memorandums in a manner that aligns with LRSP guidelines so that the memorandums can be seamlessly incorporated into the final report. Fehr & Peers will prepare a 60% Submittal, 85% Submittal, and Final Local Roadway Safety Plan to document the findings of previous tasks.

TASK 6.2 ANNUAL TRAFFIC SAFETY REPORT TEMPLATE

Fehr & Peers will prepare the LRSP document to align with LRSP guidelines and in a format that can be used as a template for future traffic safety reports conducted by the City. Fehr & Peers will work with City staff to identify the appropriate format to facilitate ongoing updates.

TASK 6.3 COORDINATION WITH STAKEHOLDER GROUP

Fehr & Peers will circulate and present the draft LRSP to the stakeholder group. Feedback from the stakeholder group will be noted and incorporated into the final LRSP.

TASK 6.4 FINAL LOCAL ROADWAY SAFETY PLAN

Fehr & Peers will respond to one round of consolidated comments from the Stakeholder Group and two rounds of consolidated comments

from City staff (one round for 60% draft and one round for 85% draft) to produce the Final LRSP. The Final LRSP will present the findings from the work completed in Tasks 1 through 5, which includes a discussion on the state of the current city systems and planning efforts, data analysis methods and results, countermeasures and strategies, goals and objectives, and priority safety projects. The Final LRSP will also include the implementation program for the City to follow to update the LRSP as projects are completed and new data becomes available.

TASK 6.5 HSIP GRANT APPLICATION SUPPORT

While we propose a 10-month schedule to complete the Final Local Road Safety Plan, we understand the importance of setting Oxnard up for success in future HSIP cycles. In addition to providing grant-ready materials in the final LRSP report, we will plan to provide 30 hours of additional HSIP Cycle 11 grant support once application materials are released in the spring of 2022. This support can be used to provide further refinement on project concepts, or prepare application materials specific to Cycle 11 grant guidelines.

TASK 6 DELIVERABLES

- 60% Draft, 85% Draft, and Final Local Roadway Safety Plan
- Annual Traffic Safety Report Template
- HSIP Grant Application Support

RATES AND COSTS EXHIBIT

Local Assistance Procedures Manual

EXHIBIT 10-H3
Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Fehr & Peers

Project No.: Oxnard Local Roadway Safety Plan Contract No. _____ Date: 01/14/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Steve Brown	70	\$107.00	\$7,490.00
Project Manager	Emily Finkel	174	\$49.04	\$8,532.96
Senior Advisor	Meghan Mitman	36	\$88.94	\$3,201.84
Project Engineer	Claude Strayer	128	\$53.85	\$6,892.80
Project Planner	Rachel Om	162	\$35.58	\$5,763.96
Technical Expert	Matt Benjamin	36	\$88.94	\$3,201.84
Technical Expert	Adrian Engel	36	\$64.90	\$2,336.40
Technical Expert	Marshall Ballard	40	\$64.90	\$2,596.00
Graphics	Erika Kulpa	98	\$33.65	\$3,297.70
Admin Support	Andrea Bjornlie	48	\$41.35	\$1,984.80

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 45,298.30
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 0
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 45,298.30

INDIRECT COSTS

d) Fringe Benefits (Rate: 0%)	e) Total Fringe Benefits [(c) x (d)]	\$ 0
f) Overhead (Rate: 0%)	g) Overhead [(c) x (f)]	\$ 0
h) General and Administrative (Rate: 175.67%)	i) Gen & Admin [(c) x (h)]	\$ 79,575.52
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 79,575.52

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%	\$ 12,487.38
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	720	miles	\$0.575	\$414
Data Purchase	1	ls	\$7,000	\$7,000
			\$	\$
			\$	\$
			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ 7,414.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$

Local Assistance Procedures Manual

EXHIBIT 10-H3
Cost Proposal

Subconsultant 4:	\$
m) TOTAL SUBCONSULTANTS' COSTS	\$
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$ <u>7,414.00</u>
TOTAL COST [(c) + (j) + (k) + (n)]	\$ <u>144,775.20</u>

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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 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.

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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 Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> 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
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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
PRODUCER Telephone:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">ENDORSEMENT NO.</td> <td style="width: 50%; padding: 2px;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)								
NAMED INSURED		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits							
TYPE OF INSURANCE		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		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 ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 2px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 2px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 2px;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
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:		OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone: (_____)							
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 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ 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:							

**AUTOMOBILE 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 ☐ Included in Limits☐ In Addition to Limits**NAMED INSURED**☐ Deductible ☐ Self-Insured Retention (check which) of \$

with an Aggregate of \$ applies to

coverage. ☐ Per Occurrence ☐ Per Claim (which)

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 ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS**TYPE OF INSURANCE**☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

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**☐ Broker/Agent ☐ Underwriter ☐

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date:
- (2) Consultant: Fehr & Peers
- (3) Services: Produce a City of Oxnard Sustainable Transportation Plan
- (4) Schedule of Services: Schedule to complete work is approximately 22 months from the Notice to Proceed
- (5) Agreement Ending Date: April 20, 2023
- (6) Total Agreement Amount: \$457,646
- (7) City's Project Manager: Debbie O'Leary, Transportation Planner
- (8) Consultant's Project Manager: Chelsea Richer, Associate
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

600 Wilshire Boulevard, Suite 1050
Los Angeles, CA 90017
Attn: Sarah Brandenburg, Principal

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Debbie O'Leary

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

c.richer@fehrandpeers.com

m.benjamin@fehrandpeers.com (alt. - PIC)

CITY'S PROJECT MANAGER:

debbie.oleary@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, subject to the following terms and conditions:

1. **Scope of Services.** Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Services" or collectively the "Project"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.
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 shall 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. 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 City's Project Manager ("Manager"), subject to the direction of the City Manager or Public Works Director.
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. **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.
8. **Time for Performance.** The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated herein by this reference. 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.
9. **Principal in Charge.** Consultant hereby designates Matt Benjamin, as its principal-in-charge and person responsible for necessary coordination with Manager.
10. **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.
11. **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 requirements.
12. **Term of Agreement.** This Agreement shall begin on April 20, 2021 and expire on April 20, 2023.
13. **Termination.** This Agreement may be terminated by City for cause or convenience and at no cost to the City 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; however, if the City

terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$457,646 for the Services at rates provided in Exhibit C attached hereto and incorporated herein by this reference.

b. The acceptance by Consultant of the final payment made under 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.

c. 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.

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

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed and expenses incurred by Consultant in the previous month, in a form reasonably satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, 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.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. 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.

b. Consultant acknowledges that this is a federally-and/or State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager. However, notwithstanding the foregoing, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its Services under this Agreement ("Background IP"), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the documents and materials. Consultant grants City an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the documents and materials. Third-party content that may be used or incorporated in the documents and materials shall not become the property of City. Consultant shall secure all licenses necessary for City to utilize Consultant's Services and the documents and materials for their intended purposes.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. 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 include a copy of this Section 19 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.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review. Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

a. Whether the Project is proceeding on schedule and within budget;

b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;

- c. Major construction accomplishments during the month and/or quarter;
- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
- e. The status of the Project budget; and
- f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System. Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information. Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "Indemnified Party") from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a "Claim" and collectively the "Claims").

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. However, in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. The obligation to defend extends through final judgment,

including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. 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.

d. 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.

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 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.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement. 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.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

29. Fair Employment Practices

a. 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. 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 shall 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.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. If applicable to and within Consultant's Scope of Services, Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. **Energy Efficiency.** If applicable to and within Consultant's Scope of Services, Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. **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.

34. **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.

35. **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.

36. **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.

37. **Compliance with Laws**

a. If applicable to Consultant's Scope of Services, within Consultant's area of expertise, and in accordance with the standard of care applicable to Consultant's Services under this Agreement, Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation ["CFR"] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program ["TCEP"] Guidelines, Local Partnership Program ["LPP"] Guidelines, Solutions for Congested Corridors Program ["SCCP"] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. If applicable to Consultant's Scope of Services, within Consultant's area of expertise, and in accordance with the standard of care applicable to Consultant's Services under this Agreement, Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code ["PCC"] 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. If applicable to Consultant's Scope of Services, within Consultant's area of expertise, and in accordance with the standard of care applicable to Consultant's Services under this Agreement, Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition 18, Proposition 1A, and the Road Repair and Accountability Act of 2017, respectively.

38. **Debarment.** Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System

for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. 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.

40. 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.

41. 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.

42. 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.

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

44. 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.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Fehr & Peers, 600 Wilshire Boulevard, Suite 1050, Los Angeles, CA 90017.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030.

46. 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.

47. 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.

[Signatures on next page]

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

FEHR & PEERS

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Buyer

 Sarah Brandenburg, Board Chair² _____ Date

 Steven Brown, Senior Vice President _____ Date

ATTEST:

 Rose Chaparro, City Clerk _____ Date
 (only if Mayor signs)

APPROVED AS TO FORM:

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

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.

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; 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

Task 1

Project Initiation & Coordination

Key members of the Fehr & Peers team, including our project management team and leaders from key subconsultant firms, will attend the project kick-off meeting to establish goals and confirm the project approach with City of Oxnard project leaders. Fehr & Peers will provide meeting minutes no more than three working days after the kick-off meeting.

In addition, following the kick-off meeting, Fehr & Peers' project manager Chelsea Richer will provide a project management plan that articulates the project schedule, work products by task, and any critical path dependencies between tasks that could pose risk to completing the project on schedule and within budget. The project management plan will also include protocols for addressing any issues that arise during the project proactively, including communication and change management procedures.

Throughout the project, biweekly project check-in calls will provide an opportunity for active team members to provide updates on their respective work, and to discuss any issues with the full project team. Fehr & Peers will provide agendas and minutes for each meeting throughout the life of the project.

Task 2

Inventory, Analysis, & Plan Foundation

The goals and objectives listed in the RFP capture the need for developing a Sustainable Transportation Plan (STP). Focusing on these issues will ensure the final Plan and all concepts within it address the underlying identified needs within the City of Oxnard. It also identifies preliminary corridors and high-level focus areas, such as school zones, transit corridors, residential neighborhoods and commercial areas, around which sustainable transportation ideas can be organized. With the goal of an integrated STP that incorporates Safe Routes to School, Vision Zero, Complete Streets, and Livable Corridors frameworks, these focus areas provide a useful basis for organizing sets of sustainable transportation improvements that can be rolled out programmatically or individually as needed based on the context.

Task 2.1

Review of Past Plans & Studies

The Fehr & Peers team is already familiar with national and state best practices in active transportation planning and complete streets design and we will incorporate appropriate best practices into the STP. In addition to the documents listed in the RFP, several of which our team was involved in developing, we will review and present relevant findings from documents such as the California Freight Mobility Plan and the forthcoming Climate Action Plan.

Two key outcomes of this review will help guide the rest of the Plan development process:

- » Identification of key locations to consider for project improvements
- » Identification of best practices to guide the development of project improvements.

Through this review, the team will identify locations at which to conduct additional data collection. Data collection will be conducted as part of Task 2.3, below, and will be conducted through walk/bike audits and through vehicle/pedestrian/bicycle counts.

Task 2.2

Idea Generation & Prioritization

With the information assembled in Task 2.1 as a foundation for this process, the Fehr & Peers team will identify focus areas with either high need and/or high opportunity for successful implementation of sustainable transportation strategies, and potential projects and programs that could be applied in each focus area. We recommend a three-pronged approach to this task.

1. Identify key locations that would be well-served by sustainable transportation investment. These locations will first be gathered through the review of previous plans, including the Sidewalk Study, the Complete Streets Safety Assessment, and the Bicycle Master Plan, and may be expanded through a review of the maps developed in Task 2.3 to include neighborhoods with the following characteristics:
 - » High proportions of low- income or transportation- cost-burdened households
 - » High proportions of zero- vehicle households
 - » High numbers of collision

2. Convene an inter-agency charette to create space for cross-agency information sharing, idea generation, and opportunity identification. This approach will allow the project team to identify challenges to implementation early, as well as opportunities to streamline implementation through alignment of project development processes. Key agencies to invite would include:
 - » Department of Community Development
 - » Fire Department
 - » Housing Department
 - » Oxnard School Districts
 - » Other divisions within the Public Works Department

3. Broaden the solution set of sustainable transportation strategies to include electric vehicle charging infrastructure, mobility strategies that are under development as part of the Climate Action Plan (including climate adaptation strategies), and recommendations from the California Freight Mobility Plan. Including these types of strategies in the STP will ensure the strategies proposed in the near term do not preclude actions that may become more important over a longer time horizon.

The results of this task will be the identification of 5-10 near- term improvement projects as well as potential long-range projects that would require higher levels of funding, right-of-way reallocation, and community engagement, but could be pursued in conjunction with long-term land use development. By identifying both implementable projects for the near term and transformative projects for the long term during this initial stage, our project team can bring a wider array of ideas to the public for input and can highlight potential areas where transformational change may already have strong public support.

Task 2.3

Establishing the Sustainable Transportation Framework

The Sustainable Transportation Framework will guide the creation of the Sustainable Transportation Plan. Rather than create stand- alone reports for each subtask within Task 2, we recommend combining the documentation into a single Sustainable Transportation Plan Framework Report that includes the following sections:

- » Literature Review (Task 2.1)
- » Best Practice Highlights (Task 2.1)
- » Preliminary high priority locations and project ideas (Task 2.2)
- » Map Atlas of existing conditions, which will document a wide array of issues and community characteristics that will further inform the development of project ideas:
 - » Population characteristics (income, household vehicle access, transportation commute

- mode, outdoor worker status)
 - » Built environment characteristics (bicycle facilities, land use patterns, truck routes, evacuation routes)
 - » Climate and environmental hazards and resources (flood zones, extreme heat days, air quality, protected environmental resource)
 - » Community points of interest (schools, parks, amenities)
- » New existing conditions data, which will help inform the types of possible improvements and the anticipated tradeoffs that might result from reallocating space in the public right-of-way:
 - » Walk/bike audits: 3 distinct locations to be audited on foot or on bike (to be conducted over two half days)
 - » Collection of vehicle, pedestrian, and bicycle counts: 10 locations for peak hour turning movement vehicle, pedestrian, and bicycle counts
- » Planning Approach & Project Idea Matrix, which will integrate and synthesize the following high-level planning approaches:
 - » Complete Streets approach to corridor planning
 - » Incorporation of Safe Routes to School planning near schools
 - » Coordination with the LRSP team to include a focus on safety and Vision Zero goals
 - » Improvements to First/ Last Mile connections near transit stops and stations
 - » Development of urban design/placemaking/ streetscape standards that celebrate and reinforce existing community assets and neighborhood character while enhancing access to those places using sustainable modes of transportation
- » Benefits and tradeoffs/risks of each project idea type, to be used in the public engagement materials and to help select appropriate treatments in priority locations.

Task 3

Public Engagement

The key engagement needs described in the RFP demonstrate a focus on underserved, disadvantaged communities within Oxnard. Our project team is excited to work with the City to pursue a creative, fun engagement approach which will reach Oxnard residents of all kinds, including and especially those who are already using sustainable modes of transportation and are reliant on them to access opportunities, those who would consider using sustainable modes if they felt supported by safe infrastructure, and those who are most vulnerable to future climate risks and economic disruptions. In short, we want to make sure the voices we hear are those who this project and this grant are intended to support.

Given the current public health requirements associated with the COVID-19 pandemic, and the fact that this project will be completed over the span of 24 months, it is highly likely that our approach to public engagement will need to be flexible enough to support a “distanced” and virtual approach as well as an in-person approach. We are pleased to see the subtasks in the RFP already lend themselves well to high quality engagement that can be conducted under a variety of circumstances. Our approach to engagement is further described below.

Task 3.1

Community and Stakeholder Engagement Strategy Coordination

The purpose of the Engagement Plan is to clearly and succinctly lay out the team’s approach to outreach. The Plan will use high-quality graphic design in recognition that visual communication will be a tool that our team relies heavily on during the outreach process. The Engagement Plan will contain the following sections:

- » Process and Project Goals
- » Outreach Diagram (visually depicting flow of steps and intended impact)

- » 2 Branding / logo concepts (including project logo, color, typography, and graphic style elements for various digital and analogue applications)
- » Project Website Content Delivery Schedule and Outline
- » Key Organizations & Stakeholders
- » Approach to Reaching Underserved Communities
- » Workshop/Demonstration Goals & Timeline
- » Overall Outreach Calendar
- » Performance Metrics / Measures of Success

The objective of the Engagement Plan is to decide how we will proactively frame the Sustainable Transportation Plan around key topics that invite a broad spectrum of residents to participate and feel heard.

The Plan will identify exactly how we will reach out to underserved communities; particularly in communities where English is a second language, where incomes are lower, and where car ownership is below average. It also means reaching out directly to youth, who are often knowledgeable about safety, streetscape, and alternative transportation issues in their community. In past projects, we have had success working with youth through direct workshopping with local high schools and leadership programs, where we spoke about biking and walking in the community, and gained creative insights. For this project, we may suggest establishing partnerships with the Oxnard City Corps or the Oxnard Police Activities League. The Engagement Plan will be a document we regularly refer to throughout the project.

Task 3.2

Focus Groups & Advisory Committee

Our project team will convene an Advisory Committee of key stakeholders and conduct up to three virtual listening sessions to provide input on the initial outreach methods, priority locations, and potential improvements at those locations.

The Advisory Committee will also have the opportunity to provide input on the overall plan, and will be activated to promote and drive traffic to other engagement workshops and meetings through the life of the project. Meetings will take place as stakeholder listening sessions before the development of the plan, as well as a focus group to review the draft outreach plan. Leaning on our team's collective experience in Oxnard, we will identify Advisory Group members; develop an Advisory Group protocol document with objectives roles, schedule, and responsibilities; plan, facilitate and report back on up to three meetings. Additional meetings can be added on a time and materials basis.

Task 3.3/Task 3.4/Task 3.5

Community Engagement Workshops, Demonstration Projects, and Pop-Ups

To retain maximum flexibility, we recommend combining these three subtasks into one larger effort. The overall outreach approach will build momentum and excitement throughout the project, disseminate a cohesive set of information, and seek uniform feedback from all participants. The mode of input will vary, depending on evolving COVID-related restrictions, and may take the form of virtual workshops, tactical installations, and on-site pop-ups at locations where people regularly gather.

Our team brings a unique approach to engagement and data capture for every project we work on, often utilizing arts-based tools to help communicate planning topics and gather feedback from people

of all ages. Together, these three sub-tasks provide an opportunity to transform outreach initiatives into creative and fun interactions, establishing an element of excitement in all our engagements, despite limitations due to COVID-related restrictions.

One set of materials will be developed for each round of engagement, tailored to the mode of engagement and used across all engagement events. Demonstration workshops will draw folks in, while the workshop materials themselves will allow participants to offer input at varying levels. Pop-ups will bring this same information out to places where people naturally gather. We propose the following outline of events.

Workshop / Demonstration Project / Pop-up #1

The first workshop, demonstration project, and pop-up event will serve as the introduction to the Sustainable Transportation Plan for many Oxnard residents, and will focus on the generation of the overarching vision and goals for the Project. We will build on what we learn from the inventory analysis in Task 2, discussions with the Client, and Advisory Meeting findings to set draft vision points, which the community can react to. We can host this workshop, socially distanced, in the community, integrating a demonstration-based community-generated art activity. Examples of this could be a mural activity where people give their responses to vision-setting questions through the application of colored shapes or show responses to a question that are measured spatially, so that the community's voice is heard and envisioned loud and clear. Integrating such an activity not only makes it more fun and welcoming for people to engage, but also makes for a more eye-catching final product and summary. This approach can also garner social media attention to help raise visibility for the Plan.

We can prepare this activity so that people can do it on their own, safely, following social distancing protocols. While we expect to do this at each stage, this first interaction will be an especially good opportunity to fold in educational aspects. For example, we can teach people about the benefits of green and complete streets, or the positive environmental impacts of taking transit, or discuss roadway safety and the relationship between speeding cars and pedestrian / cyclist injuries and fatalities. The pop-up will roll out the same materials and drive traffic and attention to the workshop and demonstration project. Our project team assumes all physical materials will be designed by our team and printed by the City.

Workshop / Demonstration Project / Pop-up #2

The second workshop will serve to test draft project ideas with the community. At this stage, our team may have developed several preliminary concept designs that will need to be vetted, voted on, and refined by the community. The workshop can be held either in person or virtually and will be complimented by a second demonstration project. Our initial ideas for this round of engagement events includes:

- » A tactical build out of a few design concepts, with opportunities to provide feedback
- » A self-guided walking tour, that directs residents to predetermined locations, where they will be able to provide feedback about different concepts. 3D renderings of project proposals may be printed on temporary signage in key locations and may be keyed to an online text-to-vote response system.
- » Augmented Reality scenes in real space, where participants would be able to view (through a personal smartphone or tablet) the proposed recommendations in its setting in situ. Through this Augmented Reality interface, participants would be prompted to vote and provide thoughts about the proposed recommendations that come to life before their eyes.

Workshop / Demonstration Project / Pop-up #3

The third workshop will serve as the moment for our team to demonstrate proposed project(s) listed in the draft Sustainable Transportation Plan. This workshop can be structured as a prioritizing summit – where participants help our team rank the most important and critical projects that will come out of the Plan. For example, the workshop may test out a type of project improvement:

- » A proposed bike lane
- » Bus stop improvements
- » Commercial street beautification elements (landscaping, graphics, and seating)
- » Activation of a vacant parcel

Depending on the scope of the final demonstration project, it may be proposed to stay in place for up to several weeks, serving to advertise the project beyond the workshop itself. Again, the pop-up will roll out the same materials to a place where people naturally gather, allowing for input on the draft materials by people who are not able or interested in attending a workshop or visiting a demonstration project location.

Task 4

Plan Development, Production, and Approvals

The Sustainable Transportation Plan will be the synthesis of content developed in Tasks 2 and 3, along with additional information on project funding and implementation developed as part of this task.

Task 4.1

Develop Sustainable Transportation Plan Concept

Throughout the project, the team will be working towards identifying priority corridors and project locations, based on the Sustainable Transportation Framework developed in Task 2. We recommend identifying both specific projects at specific locations, as well as a set of generalized high-impact programmatic changes that correspond to focus areas and focus corridors.

The prioritized list of projects will include both types of projects, as well as non-infrastructure policies and programs which can further support the goals of the STP, such as student transportation safety education programs, streetscape design standards for new development, and accelerated EV adoption programs to support low-income household in converting to EVs. We recommend the list include a blend of near- term projects for implementation within a five-year time horizon, as well as transformative projects that leverage phased implementation for long-term success over a five- year and ten-year horizon.

All projects on the prioritized list will be reviewed for feasibility and have associated planning- level cost estimates. We also take 5-10 specific project ideas to 15% concept design, through the development of plan graphics, cross-sections, and renderings.

Task 4.2

Develop Catalogue of Enhanced Streetscape Elements

In addition to the prioritized project list, the STP will include a Catalogue of Streetscape Elements including transit stop amenities, complete streets design elements, green streets components, intersection treatments, bicycle facilities, sidewalk facilities, and ADA-compliant curb ramp guidelines. The Catalogue will also include pilot and experimental projects such as artful crosswalks, mobility hubs, and bicycle facilities that are under experimental review by the FHWA. Example locations throughout Oxnard where these Catalogue elements could be implemented will be identified. The Catalogue of Streetscape Elements will be structured as a series of tear sheets/mini-packets for each element, which can be used for future grant pursuits. Each element will include illustrative drawings, example before/ after street sections with call outs, precedent photos, axonometric diagrams, text description, example

costs, and other relevant design considerations and constraints.

Task 4.3

Develop Conceptual Design Concept Alternatives

The project team will refine the initial concepts developed in Task 4.1 to reflect input from public engagement, Advisory Committee, and other stakeholder meetings.

Task 4.4

Identify Funding Sources

We will work with the City to identify past expenditures for sustainable transportation improvements completed within the past five years. Maintenance and operations costs will be developed for recommended project improvements in order to develop a better understanding of ongoing financial needs beyond the initial capital costs. A matrix of funding sources will be developed, including funding sources such as the state Active Transportation Program, HSIP program, Sustainable Growth Council, and SB 1 grants. Applicability by type and project phase will be developed for use by the City to advance projects and bring the planning efforts to implementation. Funding sources will be provided based on our expertise in strategically helping local agencies position for regional, state, and federal funding sources based on key design parameters, socioeconomic data, and collision history.

Task 4.5

Establish Implementation Steps

The inputs to the implementation plan will be the prioritized project list developed and refined throughout the project, including both near-term concepts and phased long-term concepts. The funding strategy developed in Task 4.4 will also inform the implementation plan. The output will be a project phasing schedule that groups projects into near-term (0-5 years) and long term (5-10 years) projects. Each project will have the primary funding source identified based on how competitive that project (or individual elements of the project) will be with respect to available grant programs.

In some cases, more than one grant funding source may be identified. For example, if a bikeway corridor project also includes pedestrian and ADA improvements at intersections with significant collision history, we will fund as many safety improvements as possible at those intersections with HSIP funding while keeping the benefit/cost ratio competitive. The remaining project elements would be submitted for the next ATP cycle at a lower (more competitive) cost. We anticipate close coordination with the LRSP project team to ensure a strategic approach to identifying the most competitive and viable funding sources for projects. In addition to grant funding, other funding approaches will be considered including policies that can be incorporated into future land use development and funded by private developers.

Task 4.6

Draft Sustainable Transportation Plan

All input from the City, stakeholder groups, Advisory Committee, and public workshops will be incorporated into the Draft STP. A brief Executive Summary or Project Fact Sheet can be produced and translated into Spanish upon request. Translation of the full document into Spanish is assumed to be completed by Oxnard, if needed.

Fehr & Peers will deliver an Administrative Draft STP that incorporates key elements of all work products for internal review and comment. Detailed analysis and previous deliverables will be included as appendices. The Fehr & Peers Project Manager will present the draft report to the Advisory Committee, Planning and Housing Commissions, and the Public Works & Transportation Committee.

input received from staff, committees, the public, and during the presentation to the Committees and Commissions in Task 4.6. The Fehr & Peers Project Manager will present the Final STP to the City Council for consideration and adoption.

Task 4.7: Final Sustainable Transportation Plan

Incorporate feedback and provide draft Final Plan to be presented to City Council for adoption.

Summary of Deliverables

Task	Specific Deliverables
1	» Kick-off meeting minutes » Participation in one project kick-off meeting
2.1	» Sustainable Transportation Plan Framework Report » Map Atlas
2.2	» Literature Review » Preliminary Priority List of Locations & Project Ideas
2.3	» Planning Approach & Project Improvement Matrix
3.1	» Public engagement plan » Invitee list for Advisory Committee » Initial survey and input materials (to be refined throughout the project)
3.2	» Up to three Advisory Committee meetings » Agendas & minutes for each meeting » Summary of input
3.3	» Event logistics plan
3.4	» Digital materials for three rounds of workshops/demonstration projects/pop-ups » Supplies needed to execute events
3.5	» Three rounds of workshops/demonstration projects/pop-ups staffed by project team » Report summarizing Engagement efforts and input for each round
3.6	» Digital set of workshop-in-a-box materials » Interactive workshop activity
4.1	» Priority Project List with accompanying sketches, illustrations, and concept designs for up to seven locations » Prioritization criteria for project implementation
4.2	» Catalogue of streetscape elements with accompanying graphics
4.3	» Refined concept design alternatives for up to seven project locations
4.4	» Funding source matrix
4.5	» Implementation table with phased recommendations » Implementation chapter of draft and final Sustainable Transportation Plan
4.6	» Draft Plan » Attendance at four committee hearings and City Council meeting with accompanying minutes
4.7	» Final Plan » Attendance at one City Council meeting with accompanying minutes

RATES AND COSTS EXHIBIT

Local Assistance Procedures Manual

EXHIBIT 10-H3
Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Fehr & Peers

Project No.: Oxnard Sustainable Transportation Plan Contract No. _____ Date: 01/13/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal in Charge*	Matt Benjamin	106	\$88.94	\$9,427.64
Associate (Project Manager)*	Chelsea Richer, AICP	204	\$52.88	\$10,787.52
Planner (Deputy Project Manager)*	Rachel Om	304	\$35.58	\$10,816.32
Principal (Technical Advisor - Land Use)	John Muggridge	24	\$87.50	\$2,100.00
Senior Engineer (Lead Engineer)	Kendra Rowley, PE	192	\$49.52	\$9,507.84
Senior Associate (ADA Engineering Specialist)	Adrian Engel	100	\$64.90	\$6,490.00
Planner (Lead Planner)	Seth Contreras	328	\$36.54	\$11,985.12
Senior Planner (Engagement Specialist)	Caro Vera	60	\$38.94	\$2,336.40
Planner (Graphics)	Erika Kulpa	284	\$33.65	\$9,556.60
Admin	Andrea Bjornlie	56	\$41.35	\$2,315.60
Accounting	Kayleigh Pastorius	27	\$34.62	\$934.74

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 76,257.78

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 76,257.78**INDIRECT COSTS**

d) Fringe Benefits (Rate: _____ %) e) Total Fringe Benefits [(c) x (d)] \$ _____

f) Overhead (Rate: _____ %) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: 175.67%) i) Gen & Admin [(c) x (h)] \$133,962.04

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$133,962.04**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** \$21,021.98**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	720	miles	\$0.575	\$414
Traffic, Ped & Bike Counts	10	locations	\$400	\$4,000

l) **TOTAL OTHER DIRECT COSTS** \$4,414.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: HERE	\$139,510.16
Subconsultant 2: Kearns & West	\$48,217.68
Subconsultant 3: Rincon	\$34,262.00

Page 1 of 9
January 2020

m) TOTAL SUBCONSULTANTS' COSTS \$221,989.84

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 226,403.84

TOTAL COST [(c) + (j) + (k) + (n)] \$457,645.64

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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 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.

2/18

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 LIMIT \$1,000,000 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 Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> 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
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Rev. 2/18

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits							
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ 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 ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
CLAIMS: Underwriter's representative for claims pursuant to this insurance. 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, 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		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐							

Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	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 _____ Telephone: (____) _____ Date Signed: _____
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Rev. 2/18

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) 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 ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone: ()	
LIMIT OF LIABILITY \$ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. 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		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ 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.	

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

Rev. 2/18

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Debbie O'Leary

Date: April 20, 2021
Phone: 805-200-5283

Reason for Appropriation:

Recognize State Local Roadway Safety Program grant Fund 210, appropriate TDA Article 8a Fund 212 for Local Roadway Safety Plan Project 213102;
Appropriate \$53,121 TDA Article 8a Fund 212 and reclassify project budget appropriation allocations and expenditures from RMRA Fund 185 to TDA Article 8a Fund 212 for Sustainable Transportation Planning Project 213103.

Accounts and Descriptions

AMOUNT

Fund: 210 TRANSPORTATION GRANT STATE

Revenues/Transfers In

213102 Local Roadway Safety Program

210-3125-532.72-31	STATE GRANT REVENUE	60,300
	Sub-total Revenues	60,300

Expenditures/Transfers Out

213102 Local Roadway Safety Program

210-3125-826.82-09	SERVICES OTHER PROF/CONTRACT	60,300
	Sub-total Expenditures	60,300

Net Change to Fund Balance	0
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Net Appropriation Change	60,300
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Fund: 185 RMRA GAS TAX

Expenditures/Transfers Out

213103 Sustainable Transportation Planning Project/Mobility Plan Sustainable Comm

185-3125-826.82-09	SERVICES OTHER PROF/CONTRACT	(53,121)
	Sub-total Expenditures	(53,121)

Net Change to Fund Balance	53,121
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Net Appropriation Change	(53,121)
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Fund: 212 - TDA/LTF8

Expenditures/Transfers Out

213102 Local Roadway Safety Program

212-3125-826.82-09	SERVICES OTHER PROF/CONTRACT	12,475
212-3125-826.84-51	SERVICES FROM OTHER PROGRAMS	7,278
	Sub-total Expenditures	19,753

Fund: 212 - TDA/LTF8

Expenditures/Transfers Out

213103 Sustainable Transportation Planning Project/Mobility Plan Sustainable Comm

212-3125-826.82-09	SERVICES OTHER PROF/CONTRACT	47,646
212-3125-826.84-51	SERVICES FROM OTHER PROGRAMS	5,475
	Sub-total Expenditures	53,121

Net Change to Fund Balance	(72,874)
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Net Appropriation Change	72,874
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: April 20, 2021

TO: City Council

FROM: Tatiana Arnaout, City Engineer, (805) 385-8341, tatiana.arnaout@oxnard.org

SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Funding and Project List for Fiscal Year 2021-22.

RECOMMENDATION

That the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2021-22 project list of Senate Bill 1 (SB1) proposed projects which will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

In 2017, the Governor approved Senate Bill 1 (SB 1) creating the Road Maintenance and Rehabilitation Program, which is authorized in Chapter 5, Statutes of 2017. The SB 1 statutes also created the Road Maintenance and Rehabilitation Account (RMRA). The purpose of this funding is to provide an estimated \$52.4 billion in revenue Statewide over ten years.

State Reporting Guidelines as described in State Highway Code 2034(a)(1) require that local jurisdictions provide the California Transportation Commission (CTC) with an annual resolution identifying projects that may utilize RMRA. The Resolution should include the project title, description, location, schedule, and estimated useful life for each project. The resolution must also include projects previously listed that may continue to utilize prior RMRA in Fiscal Year 2021-22. The City will also submit annual reporting of expenditures, including additions or omissions to prior project lists, which is allowable through the CTC and State Guidelines.

Since RMRA began, the City has completed nearly 100 lane miles of resurfacing projects utilizing RMRA. Capital projects included Auto Center Commercial Neighborhood, Vineyard Avenue Resurfacing from Oxnard Boulevard to Gonzales Drive, and Thin Maintenance Overlay Phase II on multiple streets Citywide. City Streets Division also performed general roadway maintenance including crack filling and pothole repairs on roadways throughout the City.

CIP Reference: 2020 - 2025 Five-Year Capital Improvement Program

Rice Avenue Commercial Area Neighborhood Street Resurfacing – Page 172. (CIP 2021-2026: Neighborhood Street Resurfacing)

East Gonzales Road Street Resurfacing - Page 130. (CIP 2021-2026: Arterial Street Resurfacing)

West Gonzales Road Street Resurfacing - Page 197. (CIP 2021-2026: Arterial Street Resurfacing)

Teal Club Road Street Resurfacing - Page 186. (CIP 2021-2026: Arterial Street Resurfacing)

DISCUSSION

For Fiscal Year 2021-22, the State estimates that the City will receive \$4,102,020 of new RMRA (Fund 185). Staff recommends that City Council adopt a Resolution proposing the following projects utilize the new apportionment as well as the accumulated RMRA balance of \$4,898,416, for a total amount of \$9,000,436. The following locations are subject to change:

Project - Location Map and Street Names Attached	RMRA Funding
Neighborhood Street Resurfacing	\$3,800,000
Public Works Road & Signal Maintenance - Citywide	\$2,015,561
Arterial Street Resurfacing	\$2,998,787
Annual Pavement System Upgrade - Citywide	\$186,088
Total	\$9,000,436

The streets recommended for RMRA use were selected based on the methodology described below. A Project Map showing the street locations is attached.

The City maintains approximately 383 miles of streets. Historically, street inspections have been performed by consultants on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterial roads receiving annual inspections. These are referred to as Rotations A, B, & C.

The City's street resurfacing consultant, Pavement Engineering Inc. (PEI), uses a Pavement Management System (PMS) to assist with tracking inventory, storing work history and furnishing budget estimates to optimize funding for improving the City's pavement system using a software program called StreetSaver. The PMS also helps the city identify candidate streets for potential repair and maintenance and what sort of repair will be necessary.

PEI uses a variety of measurements to determine the Pavement Condition Index, or PCI of each road segment.

These measurements include:

1. How many cracks there are in a mile of pavement;
2. How deep and long those cracks are;
3. What the crack pattern is;
4. What percentage of a road segment displays deficiencies.

Crack/deficiency patterns include:

1. Alligator cracking
2. Block cracking
3. Longitudinal cracking
4. Transverse cracking
5. Distortions
6. Utility cuts/patches
7. Rutting/depressions
8. Weathering

The patterns and the percentage of roadway segments affected are entered into StreetSaver and a PCI is generated. Engineers at PEI use that information to determine the most cost effective repair strategy. PEI will take the cost and the life expectancy of the repair to determine the annual maintenance cost. This is the critical part, spending no more than what is necessary on an annual basis on road maintenance.

Another critical factor is when the roadway should be paved. Incorrectly timed repairs can lead to additional repairs due to deferred maintenance. There is a point on each road segment where the right timing matches up with the appropriate repair method to create a cost effective pavement repair. Public Works staff then takes this information and considers how the timing of street repairs matches up with the timing of pipe replacement needs, and how the streets can be grouped together in a way that maximizes cost effectiveness and efficiency. This analysis is used to create the City's Pavement Management Program, which is the method used to select projects to use RMRA funding.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

Recommended action and resolution fulfills State requirements and does not appropriate funds through this item. Actual funding will be requested and appropriated during the budgeting process for FY 2021-22.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 23, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. RMRA Resolution
2. RMRA Project Map
3. RMRA Street List

CITY COUNCIL OF THE CITY OF

OXNARD RESOLUTION NO.

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Oxnard must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement, as described in State Highway Code 2034(a)(1); and

WHEREAS, the City of Oxnard, will receive an estimated \$4,102,020 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the fifth year in which the City of Oxnard is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Oxnard has undergone a public process to ensure public input into our community's transportation priorities (the project list); and

WHEREAS, the City of Oxnard used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Oxnard maintain and rehabilitate multiple streets and road projects within several neighborhoods throughout the City this year and multiple similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are at a higher risk condition and this revenue will help us increase the overall quality of our road system and over the next decade may bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Oxnard, as follows:

1. The foregoing recitals are true and correct.
2. The City Council authorizes the use of funds for prior year RMRA in the amount of \$4,618,416 and the new Fiscal Year 2021-2022 funds of \$4,102,020 for a total amount of \$8,720,436. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2021-22 and prior years Road Maintenance and Rehabilitation Account revenues. The following locations identified are subject to change:

Project Title	Project Description	Project Location (map attached)	Estimated Schedule Start/End	Estimated useful life
Neighborhood Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	Rice Avenue Commercial and Neighborhood Area (see attached list)	7/1/2021 to 6/30/2023	15 years
Arterial Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	East Gonzales Road between Oxnard Boulevard and Rice Avenue, West Gonzales Road between Oxnard Boulevard and Victoria Avenue, and Teal Club Road from Ventura Road to Victoria Avenue	7/1/2021 to 12/31/2022	15 years

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2021-22 and prior years Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Oxnard is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.

Project Title	Project Description	Project Location	Estimated Schedule Start/End	Estimated useful life
Public Works Road & Signal Maintenance	City Staff provide ongoing maintenance to roadways and traffic signals Citywide	All Citywide streets are included in this operational project, which provides as-needed and on-going maintenance for all City street and traffic signal infrastructure. City streets and intersections may include Ventura Road, Oxnard Boulevard, Saviers Road, Rose Avenue, Rice Avenue, Gonzales Road, Fifth Street, Wooley Road, Channel Islands Boulevard, and Pleasant Valley Road. The locations identified are subject to change.	6/1/2021 to 6/30/2023	7 years
Annual Pavement System Upgrade	Inspection of City Streets, updating the Pavement Management System to develop a Streets Master Plan	All Citywide streets are included in this planning project such as Ventura Road, Oxnard Boulevard, Saviers Road, Rose Avenue, Rice Avenue, Gonzales Road, Fifth Street, Wooley Road, Channel Islands Boulevard, and Pleasant Valley Road. The locations identified are subject to change.	6/1/2020 to 6/30/2023	3 years

4. The City Council authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED AND ADOPTED THIS **of** by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

John C. Zaragoza, Mayor

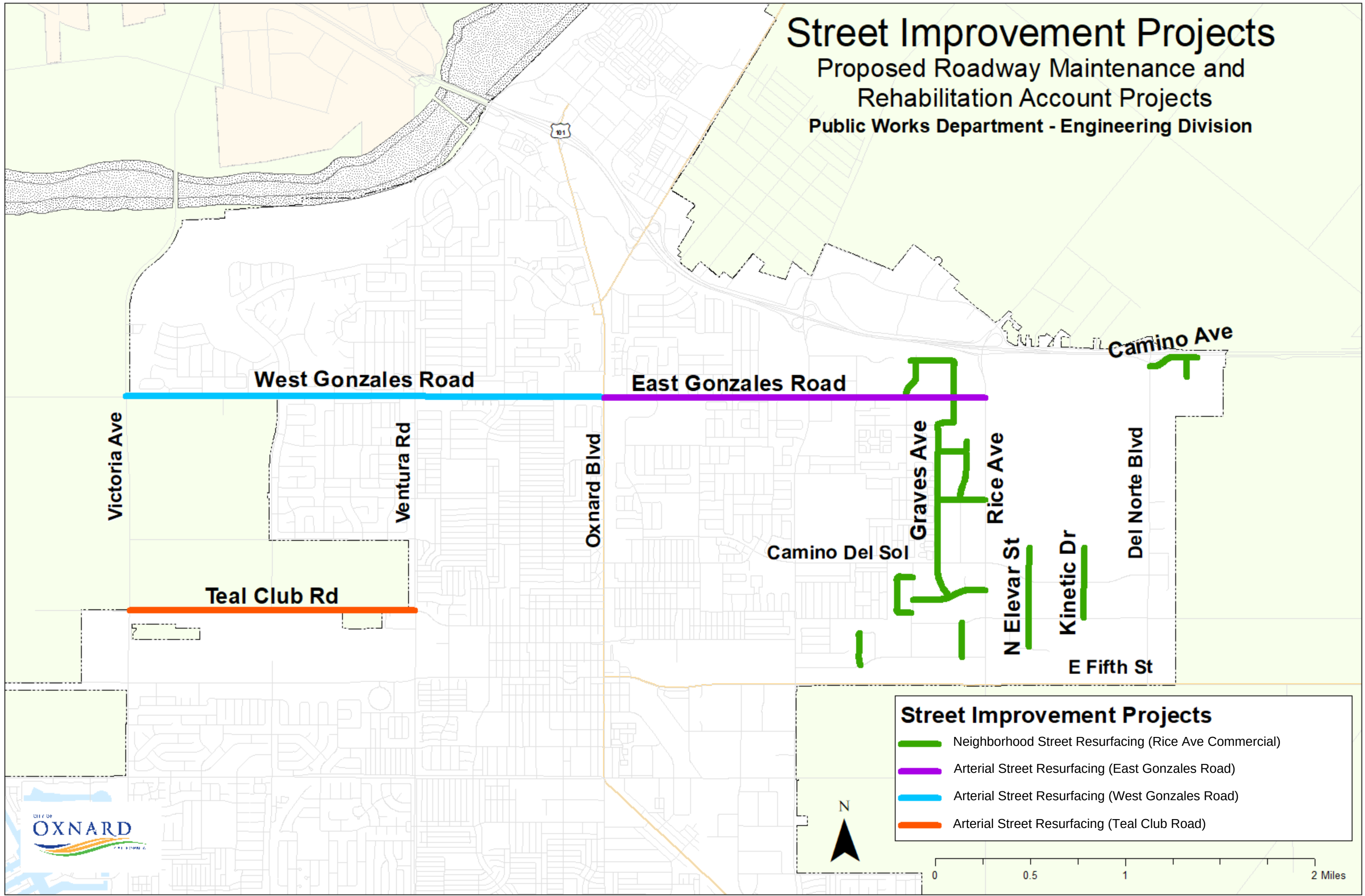
ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

Street Improvement Projects
Proposed Roadway Maintenance and
Rehabilitation Account Projects
Public Works Department - Engineering Division



City of Oxnard Fiscal Year 2021-22 RMRA Project Location List
The locations identified are subject to change

NEIGHBORHOOD STREET RESURFACING

Graves Avenue
From Celsius Avenue to Camino Avenue
From Camino Del Sol to Wankel Way

Kinetic Drive
From Camino Avenue to north end of City limits
From Camino Del Sol to Sturgis Road

Camino Avenue
From Del Norte Boulevard to east end of City limits

Trabajo Drive
From Camino Avenue to end of street

Celsius Avenue
From North Lombard Street to North Rice Avenue

Candelaria Road
From Sturgis Road to Eastman Avenue

North Elevar Street
From Sturgis Road to Camino Del Sol
From Sturgis Road to Challenger Place
From Camino Avenue to north end of street

Bernoulli Circle
From Lombard Street to Lombard Street

Latigo Avenue
From Via Brisas to Maulhardt Avenue

Maulhardt Avenue
From Latigo Avenue to north end of street

Santiago Court
From Graves Avenue to Maulhardt Avenue

Solar Drive
From Graves Avenue to Gonzales Road
From Gonzales Road to Lockwood Street

Wankel Way
From Solar Drive to Graves Avenue

Lockwood Street
From Outlet Center Drive to Solar Drive

Outlet Center Drive
From Gonzales Road to Lockwood Street

Hearst Drive
From Eastman Avenue to Cabot Place

ARTERIAL STREET RESURFACING

East Gonzales Road
From Oxnard Boulevard to Rice Avenue
West Gonzales Road
From Oxnard Boulevard to Victoria Avenue
Teal Club Road
From Ventura Road to Victoria Avenue

PUBLIC WORKS ROAD & SIGNAL MAINTENANCE

All Citywide streets are included in this operational project, which provides as-needed and on-going maintenance for all City street and traffic signal infrastructure
City streets and intersections may include:
Ventura Road
Oxnard Boulevard
Saviers Road
Rose Avenue
Rice Avenue
Gonzales Road
Fifth Street
Wooley Road
Channel Islands Boulevard
Pleasant Valley Road

ANNUAL PAVEMENT SYSTEM UPGRADE

All Citywide streets are included in this planning project
City streets and intersections may include:
Ventura Road
Oxnard Boulevard
Saviers Road
Rose Avenue
Rice Avenue
Gonzales Road
Fifth Street
Wooley Road
Channel Islands Boulevard
Pleasant Valley Road



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: April 20, 2021

TO: City Council

FROM: Eric Sonstegard, Assistant Police Chief, (805) 385-8290, eric.sonstegard@oxnardpd.org
Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Agreement for Animal Safety Services with Ventura County Animal Services (VCAS).

RECOMMENDATION

That City Council approve a budget appropriation with a total cost projection in the amount of \$2,479,135.18 for FY 21-22, total cost projection for the second year of a five year agreement (A-8151) with the County of Ventura to provide animal safety services. (Public Safety Committee approved 3-0)

BACKGROUND

The City entered into a five-year agreement with Ventura County Animal Services (VCAS) in FY 20-21. Under the terms of agreement, A-8151 (the "Agreement"), VCAS shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, and disposal of dead animals. Impounded animals will be vaccinated and provided necessary care, food, and shelter in accordance with the provisions of state law. The animal's picture will be posted on the VCAS website as soon as practicable to assist the City's residents in reclaiming a missing pet.

As part of the agreement, the costs are distributed amongst eight (8) Ventura County cities, including Oxnard and unincorporated areas of Ventura County. The costs are based on VCAS operating and administrative costs, licensing costs, and field staff services.

VCAS costs have risen each year due to increases in personnel-related costs, medical supplies, and veterinary care. The FY 18-19 agreement of \$1,948,039 was a 5% increase from FY 17-18. The FY 19-20 agreement of \$2,113,884 is an 8.5% increase from FY 18-19. The FY 20-21 agreement of \$2,324,778 was a 9.9% increase from FY 19-20. The proposed FY 21-22 agreement of \$2,479,135 is a 6.6% increase from FY 20-21.

	VCAS Cost	% Difference
FY 16-17	\$1,689,554	-
FY 17-18	\$1,854,979	+9.8%
FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%

FY 20-21	\$2,324,778	+9.9%
FY 21-22	\$2,479,135	+6.6%

Per the five-year agreement, the animal intake costs are divided using a billing methodology that calculates the pro-rata costs to cities looking at historical calendar year animal intake figures using a 3-year weighted average. There is a built-in 5% annual budget increase to the Animal Care budget each year of the agreement. Each year of the agreement, the Police Department will complete an agreement for the cost of the upcoming fiscal year.

The VCAS budget is a consortium of costs shared by the eight (8) contract cities and the County. Cities and the County pay their pro-rata share based on the weighted average of animal intakes. There are no annual “true-up” costs, which means the City will not be billed more than the proposed Animal Care portion of expenses for FY 21-22.

The table below shows the costs for all cities and the unincorporated areas of the County for FY 21-22. This allocation of costs is based on the overall cost to run the shelter of \$6,420,009.65 (year two of the contract) that is shared by the eight (8) participating cities and the County based on a 3-year weighted average of animal intakes to the shelter. The column on the far right titled “FY 21-22 Animal Care Cost” is the City’s actual animal care cost for the upcoming fiscal year.

	2018 Intake	2019 Intake	2020 Intake	3-Year Weighted Average	FY 21-22 Animal Care Cost
<i>Camarillo</i>	<i>1,174-0.4%</i>	<i>1,158-9.9%</i>	<i>536 - 9.9%</i>	<i>10.00%</i>	<i>\$641,906.43</i>
<i>Fillmore</i>	<i>198-1.7%</i>	<i>235-2.0%</i>	<i>106 - 2.0%</i>	<i>1.91%</i>	<i>\$122,921.66</i>
<i>Moorpark</i>	<i>283-2.5%</i>	<i>364-3.1%</i>	<i>139 - 2.6%</i>	<i>2.68%</i>	<i>\$172,152.94</i>
<i>Ojai</i>	<i>44-0.4%</i>	<i>82-0.7%</i>	<i>33 - 0.6%</i>	<i>0.58%</i>	<i>\$36,978.81</i>
Oxnard	4,112 - 36.3%	4,340 - 37.1%	2,055 - 37.8%	37.26%	\$2,392,226.34
<i>Port Hueneme</i>	<i>409-3.6%</i>	<i>413-3.5%</i>	<i>224 - 4.1%</i>	<i>3.85%</i>	<i>\$246,967.44</i>
<i>Simi Valley</i>	<i>1,360 - 12.0%</i>	<i>1,327 - 11.3%</i>	<i>522 - 9.6%</i>	<i>10.64%</i>	<i>\$683,156.28</i>
<i>Ventura</i>	<i>1,249 - 11.0%</i>	<i>1,355 - 11.6%</i>	<i>696 - 12.8%</i>	<i>12.06%</i>	<i>\$774,102.54</i>
<i>County</i>	<i>2,494 - 22.0%</i>	<i>2,438 - 20.8%</i>	<i>1,120 - 20.6%</i>	<i>21.02%</i>	<i>\$1,349,597.22</i>
Total Intake	11,323	11,712	5,431	-	\$6,420,009.65

There are also costs associated with emergency field services and license processing. The City has used VCAS to provide emergency services during the periods where we did not have any field staff, which has been most of FY 20-21. The field service rate in FY 19-20 was \$60 per hour. The field service rate increased to \$90 per hour in FY 20-21, and will remain at that same hourly rate in FY 21-22. Licensing fees are \$6 per license processed, which did not increase in FY 21-22. The table below shows an estimated cost of field services for FY 21-22.

FY 21-22 Agreement Estimates	
3-YR Weighted Average of Animal Intakes	37.26%
Shelter Costs	\$2,392,226.34
Field Services	\$9,000

License Processing \$6/License	\$86,908.84
Chameleon Access/Server Costs	\$681.84
Total Cost	\$2,479,135.18

Limited staffing caused a decrease in available hours for in-person animal licensing at the Service Center. There was a need to find a more efficient method of providing this type of service to our community. In FY 19-20, the City turned over animal licensing duties to VCAS. The service was implemented in September 2019. Since then, the City has seen more than a year's worth of revenue from VCAS animal licensing. The revenue from animal licensing is used to offset the amount paid to VCAS for services and is seen as a credit on quarterly invoices.

The City also receives revenue credit from animals that are claimed by their owners and fees are recovered by VCAS. The revenue generated from animal redemption also offsets the amount paid to VCAS for services and is seen as a credit on quarterly statements.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The total cost amount of this agreement is \$2,479,135.18. The projected revenue from animal licensing and animal redemption for FY 21-22 is \$540,750.00. The net FY 21-22 General Fund Police Animal Safety Contracts & Services - Animal Shelter (Account No. 101-2106-802-8228) projected budgeted amount is approximately \$1,938,385.18, an approximate increase of \$239,000 compared to \$1.7 million FY20-21 Budget.

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on March 23, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alex Arnett, Police Commander

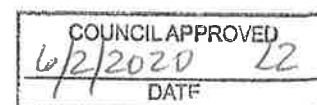
ATTACHMENTS

1. FY 20-25 Animal Services Agreement_Oxnard
2. FY 21-22 Service Level Request_Oxnard
3. FY 21-22 VCAS Agreement PP

ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA AND CITY OF OXNARD

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ANIMAL SERVICES AGREEMENT
COUNTY OF VENTURA AND CITY OF OXNARD

THIS AGREEMENT is made by and between the COUNTY OF VENTURA, hereinafter referred to as the County, and the CITY OF OXNARD, hereinafter referred to as the City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal services described herein by the County.
- b. The County is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through its Animal Services Division ("Animal Services"), to provide animal services to the City as set forth herein and in the attached Service Level Request (Attachment A), as it may be amended by the parties from time to time.
- 1.2 Such services shall comply with applicable County ordinances, the municipal code of the City and the statutes of the State of California. The County will provide only those services set forth in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 All City employees who work in conjunction with Animal Services pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against the County based on this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any City personnel performing services hereunder. The County shall not be liable for compensation or indemnity to any City employee or agent of the City for injury or sickness arising out of his or her employment.

- 2.2 All County employees who perform services for the City pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder. The City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his or her employment.

3.0 AMENDMENT OF SERVICE LEVEL REQUEST FORM

- 3.1 The City agrees to provide to the County a proposed Service Level Request form annually, by no later than February 15, for the upcoming contract year commencing July 1. By no later than April 15, the parties shall agree to the terms of the Service Level Request for the upcoming contract year, which shall be signed by both parties and attached to this Agreement as an amendment. If the parties fail to reach agreement on the terms of the Service Level Request by April 15, this Agreement shall expire at the end of the then current contract year.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 The County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 The County, in its sole and exclusive discretion, shall determine the specific days and specific hours that any County animal shelter shall be open to the public and the staffing of the County animal shelters; however, the County will open its animal shelters to the public on at least five calendar days per week. The County will notify the City regarding any changes in hours and days that its animal shelters are open to the public.

///

5.0 INDEMNIFICATION

- 5.1 The County shall defend, indemnify and hold harmless City, its agents, officials, officers, representatives and employees from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the County, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.2 The City shall defend, indemnify and hold harmless County, its agents, officials, officers, representatives and employees from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the City, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.3 Each party agrees to provide the indemnifying party with written notification of any claim under paragraph 5 of this Agreement within thirty (30) calendar days of notice thereof and shall cooperate with the indemnifying party in the defense of the claim.
- 5.4 Each party's right to, and responsibility for, indemnification shall survive the termination of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2020, and shall remain in effect until June 30, 2025.
- 6.2 Upon mutual agreement of the parties, this Agreement may be renewed for up to five (5) successive periods of one (1) year each.

7.0 RIGHT OF TERMINATION

- 7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least ninety (90) days before the date specified for such termination.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination (including, but not limited to, payment for services already rendered), and

each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 RATES FOR SERVICES AND CREDIT FOR REVENUES

- 8.1 The City shall pay for the services provided under the then current Service Level Request (Attachment A) in accordance with the provisions thereof.
- 8.2 The rates indicated in the Service Level Request shall be readjusted by the County annually effective the first day of July each year to reflect the reasonable average cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors and in compliance with Government Code section 54985.
- 8.3 The County shall credit the City with the following revenues paid by City residents toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues received from City animal licenses (less applicable license processing fees); revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by the City's residents if the animal is redeemed within the first three days of an animal stay each time an animal is admitted to a County shelter; and revenues from administrative citations and civil penalties (less administrative processing costs).
- 8.4 The County shall retain any of the following fees paid by City residents without crediting such fees toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by City residents for any day after the first three days of an animal stay each time an animal is admitted to a County shelter; adoption fees; spay/neuter fees (and other veterinary fees for services); copying fees; return check charges; euthanasia and disposal fees; pickup and disposal of dead animal fees; cremation fees; owner relinquishment of animal fees; capture and transport fees; license fees for other than dog and cat licenses; permit fees; and inspection fees.

9.0 ATTORNEY FEES AND COSTS

- 9.1 In the event of any litigation (including, but not limited to, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5) arising in any way from this Agreement (including, but not limited to, any

Service Level Request) or the services provided under this Agreement (except for any litigation between the County and the City), the City shall pay or reimburse the County for all reasonable attorney fees and costs incurred by the County in connection with the litigation, including, but not limited to, attorney fees and costs incurred by the County on behalf of a hearing officer. In the event of any litigation between the City and the County, each party shall bear its own attorney fees and costs. The City's obligations under this paragraph shall survive the termination of this Agreement.

10.0 PAYMENT PROCEDURES

- 10.1 The County shall invoice the City during October for services performed during the period July 1 through September 30; during January for services performed during the period October 1 through December 31; during April for services performed during the period January 1 through March 31; and during July for services performed during the period April 1 through June 30; and the City shall pay the County all undisputed amounts within thirty (30) days after the date of said invoice.
- 10.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within thirty (30) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.
- 10.3 Interest shall be calculated at the rate of two percent (2%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution was memorialized.

11.0 RECORD RETENTION

- 10.1 The County shall maintain adequate financial records during the term of this Agreement to document its cost of providing services under this Agreement. The County shall retain financial records for a period of seven (7) years after payment for services under this Agreement, and shall make such financial records available for inspection to the City, or the City's designee, upon reasonable notice. The City shall ensure such records are handled in a

manner consistent with all applicable privacy laws and all laws related to public records.

12.0 NOTICES

12.1 All notices (excluding invoices) required by, or related to, this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; the parties to this Agreement shall promptly inform the other party of any change of address. All notices required by this Agreement are effective on the date of receipt, unless otherwise indicated herein. The mailing address of each party to the Agreement is as follows:

CITY:	City Manager (attn: Alexander Nguyen) City of Oxnard 300 West Third Street, 4 th Floor Oxnard, CA 93030
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COUNTY	Director, Animal Services (attn: Jackie Rose) 600 Aviation Drive Camarillo, California 93010
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13.0 SEVERABILITY

13.1 If a court of competent jurisdiction declares any provision of this Agreement, or application thereof to any person or circumstances, to be unenforceable or in violation of law, the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

14.0 WAIVER

14.1 Waiver of any default or breach of this Agreement shall not be considered a waiver of any subsequent default or breach, nor shall it be considered a modification of the terms of this Agreement.

15.0 ENTIRE AGREEMENT

15.1 This Agreement, including Attachment A hereto and any amendment thereof, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County.

IN WITNESS WHEREOF, the County and the City enter into this Agreement as of the last date set forth below.

COUNTY OF VENTURA

Dated: 6/23/20
6/20/20

By 

JACKIE ROSE

Director, Animal Services

CITY OF OXNARD

Dated: 6/2/20

By 

Tim Flynn
Mayor, City of Oxnard

ATTEST:

By 

City Clerk

6/2/20

Date

APPROVED AS TO FORM:

By 

City Attorney

7/28/20

Date

ATTACHMENT A TO COUNTY-CITY ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA

AND

CITY OF

OXNARD

FY 2021-22 SERVICE LEVEL REQUEST

Part One: Available Services and Applicable Billing Rates and Credits

Animal Care Services

As may be required, the County shall provide animal care services to the City for all those animals originating within the boundaries of the City (whether picked up in the City or dropped off at the County's animal shelter) as a result of: confiscation, requests for euthanasia, owner surrender, owner return, pick-up of stray animals and transfers. For animals originating in the City, the County shall provide the following animal care services: impoundment, sheltering, boarding, quarantine, veterinary services, euthanasia services, animal adoptions, disposal of dead animals, pet retention services, foster coordination, volunteer management, TNR (trap neuter return) services for cats and related administrative services. Impounded animals will be vaccinated and provided necessary care, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Ventura County Animal Services Division's ("Animal Services") website as soon as practicable to assist the City's residents in reclaiming a missing pet. The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters.

The owner or person entitled to the custody of any animal originating within the boundaries of the City and impounded at a County animal shelter can redeem such animal by paying applicable fees according to Animal Services' approved schedule of rates and fees accruing up to the time of such redemption.

The City shall be charged for its proportion of the total County animal care service costs incurred during the fiscal year identified above as set forth below. The

County shall bill the City on a quarterly basis for animal care services based on a weighted three (3) calendar year average of the City's pro rata animal intake percentage, as follows:

1. The three (3) year weighted average will be calculated so that fifty percent (50%) of the rate is based on the City's previous calendar year pro rata animal intake percentage relative to the usage by other cities and unincorporated areas of Ventura County, twenty-five percent (25%) of the rate is based on the City's pro rata animal intake percentage from two (2) years prior and twenty-five percent (25%) of the rate is based on the City's pro rata animal intake percentage from three (3) years prior, illustrated as follows:

Example:

Hypothetical animal care budget: **\$6,027,354**

Camarillo: $(10.4\% * .50) + (9.9\% * .25) + (10.4\% * .25) = 10.3\%$

Future year cost = 10.3% of \$6,027,354 = **\$620,817**

Payments of **\$155,204** made quarterly which will be reduced by any licensing revenue

	2018 INTAKE		2017 INTAKE		2016 INTAKE		FUTURE YEAR WEIGHTED AVG
Camarillo	1174	10.4%	1223	9.9%	1109	10.4%	10.3%
Fillmore	198	1.7%	320	2.6%	192	1.8%	2.0%
Moorpark	283	2.5%	245	2.0%	321	3.0%	2.5%
Ojai	44	0.4%	109	0.9%	50	0.5%	0.5%
Oxnard	4112	36.3%	4196	34.1%	3947	37.2%	36.0%
Port Hueneme	409	3.6%	432	3.5%	470	4.4%	3.8%
Simi Valley	1360	12.0%	1363	11.1%	1306	12.3%	11.8%
Ventura	1249	11.0%	1555	12.6%	1253	11.8%	11.6%
County	2494	22.0%	2864	23.3%	1971	18.5%	21.5%
Total Intake	11323	100.0%	12307	100.0%	10619	100.0%	100.0%

The animal care budget will be allocated among the participating cities and the County based on the weighted three (3) calendar year animal intake percentage formula

described above. The County's animal care budget shall follow the following five (5) year fixed-rate schedule:

\$6,114,294.90 for fiscal year 2020-2021 (contract year 1)
\$6,420,009.65 for fiscal year 2021-2022 (contract year 2)
\$6,741,010.13 for fiscal year 2022-2023 (contract year 3)
\$7,078,060.63 for fiscal year 2023-2024 (contract year 4)
\$7,431,963.67 for fiscal year 2024-2025 (contract year 5)

In the event of any animal intake at a County animal shelter originating from the City due to any law enforcement request, pending court case (including, but not limited to, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5), or a court stay, which results in a County shelter stay of more than fifteen (15) days, the County shall charge the City for animal care services according to Animal Services' approved schedule of rates and fees for each day that each such animal receives animal care services.

Field Services

At the election of the City, the County shall provide the City with the following field services as may be required: responding to calls for service; pick up of dead animals; capture and transportation of animals; license, permit and other inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of potential cases of animal abuse and mistreatment; investigation of potential animal nuisances in violation of Ventura County Ordinance Code section 4467 or an equivalent municipal code provision; assistance with animal evacuations due to disaster or emergency; and similar or related field services. The City shall be charged according to the standard hourly rate for field services set forth in Animal Services' approved schedule of rates and fees based on actual hours expended. The City shall identify a budgeted amount for field services per fiscal year, as well as the average budgeted level of hours of service that the City authorizes the County to provide per week. The County shall notify the City in writing on a quarterly basis regarding actual hours expended for field services to the City, to enable the City to make the determination of whether the City wishes to authorize in writing a higher budgeted annual amount for field services that are not state-mandated. The County will provide the City state-mandated field services, and the City agrees to pay the County's costs for all state-mandated field services, whether or not the City's budgeted amount or hours for field services have been exceeded. The County shall be under no obligation to provide the City with any non-state-mandated field services in excess of the City's budgeted cost and hours, in the absence of prior written City authorization to do so.

In the event the City declines to have the County perform field services, the City shall be responsible for:

- (i) Scanning animals for an existing microchip and making all efforts to reunite a lost animal with its owner based on any microchip information prior to transporting that animal to a County shelter;
- (ii) Making all efforts to use information available from any animal's personal ID tag or a pet license to reunite a lost animal with its owner prior to transporting that animal to a County shelter;
- (iii) Vaccinating an animal with current standard vaccinations provided by Animal Services after an animal has been transported to a County shelter; and
- (iv) Taking a digital photograph of an animal and loading the digital photograph and other pertinent animal information onto Animal Services' computer information system for tracking animals subject to impoundment after an animal has been transported to a County shelter.

Rabies Control

At the election of the City, the County shall provide the City with the following rabies control program as may be required: response and investigation of reported animal bite and intimate contact cases to establish that there is compliance with state mandated quarantine procedures. This includes a follow-up visit to verify the health of the animal after quarantine. Shelter quarantine will be at the discretion of the County.

Animal Nuisance Hearings

At the election of the City, and contingent upon County consent, the County shall provide the City with the services of one Hearing Officer and one administrative assistant to conduct animal nuisance hearings for (i) animal nuisance complaints (based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision) originating within the boundaries of the City and (ii) any alleged violation of existing animal nuisance orders previously issued to an animal owner. The County shall charge the City according to the standard hourly rate (for salary and fringe benefits) of the actual Hearing Officer and administrative assistant providing services based on the actual hours expended per hearing. The County will not conduct animal nuisance hearings for a violation of local leash law absent nuisance based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision.

Animal License Processing per License

At the election of the City, the County shall provide the City with animal license processing services at the annual fiscal year cost of six dollars (\$6.00) per applicable cat or dog license for each animal within the boundaries of the City. The County shall mail license renewal notices to the animal owner of record; and when the renewal and payment are received, the County will process licenses. City residents can use the County's online weblicensing feature at no additional cost to the City. Licenses will be required before the County will release an animal to a resident of the City. The City animal license fees that the County collects (less the County's license processing fee) will be credited to the City quarterly in arrears against the amount that the City owes the County under the parties' animal services agreement.

Administrative Citation Processing

At the election of the City, the County shall provide the City with administrative citation processing services for citations issued to animal owners within the boundaries of the City. The citation processing services provided to the City shall be substantially equivalent to any services that the County contracts for with respect to processing of County administrative citations. In the event that the County reaches a determination, in its sole and exclusive discretion, that it no longer desires to provide administrative citation processing services to the City, the County shall provide the City with sixty (60) days' prior written notice before ceasing to provide such services. The County will provide the following administrative citation processing services to the City contingent upon the City's reimbursement of actual County costs incurred (including, but not limited to, actual costs charged by the County's General Services Agency for mailing and processing of citations and the cost of one (1) hour per month for the services of a Field Services Manager): generate auto citations in Chameleon software; send files to the General Services Agency for processing; receive and review auto citation files from the General Services Agency to ensure accuracy; send reviewed and completed files to the General Services Agency for processing and mailing to animal owners; receive and store finalized PDF file from the General Services Agency; generate email notification to the City's staff with PDF files for further collection and appeals; receive, through a Supervising Animal Control Officer, communication from City staff regarding citizen appeals when necessary; and receive updates from the City regarding customer data to be updated, with the County updating data in Chameleon software.

The City will be solely responsible for collections once citations are issued to animal owners and for paying for collections, including, but not limited to, costs for contracted collections services. The City will be solely responsible for processing any administrative appeals from citations issued. The County will not be responsible for collections or processing administrative appeals from citations.

Part Two: Specific Service Requests and Approvals

The County will provide the City with the services authorized below:

- X** Animal Care Services. The City authorizes the County to provide animal care services for animals originating within the boundaries of the City during fiscal year 2021-22 according to the terms and conditions set forth in Part One of this Agreement. The cost of animal care services for the City will be \$2,392,226.34 for fiscal year 2021-22. Consistent with Section 8.3 of the parties' Animal Services Agreement, the County shall credit the City with revenues paid by City residents toward amounts owed by the City for services provided.

Field Services:

- ☐ The City authorizes the County to provide budgeted field services during fiscal year 2021-22 of _____; with field services budgeted at _____ hours per week, to be provided by the County to the City, according to the terms and conditions set forth in Part One. If it appears that the City may exceed its budgeted cost and hours for field services: (i) the County will continue to provide additional state-mandated services to the City, and the City agrees to pay for those additional state-mandated services at the hourly rates approved by the County Board of Supervisors, and (ii) the County will only provide further field services that are not state-mandated to the City upon receipt of City written approval for such services, and the City agrees to pay for all such services authorized in writing by City personnel. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- X** The City authorizes the County to provide field services only for emergency calls (requests for an animal services officer by law enforcement or fire personnel, vicious animal at large threatening the public, wild animal at large in City area, livestock at large and in sight, stray animal bite with the animal at large or confined by a non-owner) at a not to exceed amount of 100 hours for the fiscal year. This level of service is intended to provide emergency response on an as-needed basis from the County on behalf of a City that employs its own field services when requested by the City and the County is able to respond. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- ☐ The City declines to have the County provide field services.

Rabies Control

- ☐ The City authorizes the County to provide rabies control services.
- ☒ The City declines to have the County provide rabies control services.

Animal Nuisance Hearings:

- ☐ The City authorizes the County to conduct animal nuisance hearings during fiscal year 2021-22 according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in conducting animal nuisance hearings, and the City agrees to enact, and maintain in full force and effect, municipal code provisions substantially equivalent to Ventura County Ordinance Code section 4467. The City hereby further agrees that, whether or not set forth in the municipal code provisions, the animal nuisance hearings hereby authorized include hearings on any alleged violation of existing animal nuisance orders previously issued to an animal owner.

The City hereby agrees that this authorization shall not be effective, and the County shall not be obligated to conduct any animal nuisance hearings for the City during the specified fiscal year, if the County checks the box below declining to conduct such hearings. If the County so declines, the City will be responsible for providing a hearing officer to preside over animal nuisance hearings involving alleged nuisance animals residing within the City's jurisdictional limits; and the City also shall be responsible for ensuring that the City has in effect an ordinance providing authorization for the City to appoint a hearing officer to preside over animal nuisance hearings involving alleged animal nuisance violations by animals within the City. In all cases in which the City is responsible for conducting animal nuisance hearings, the County will refer animal nuisance cases after investigation to the City for selection of a hearing officer and noticing of the hearing. A knowledgeable animal control officer familiar with the animal nuisance investigation, if requested by the City, required by the hearing officer, or subpoenaed by any party, will attend the animal nuisance hearing and be available to answer questions posed by the hearing officer, complainant and animal owner. The City will reimburse the County for the attendance of any animal control officer at the animal nuisance hearing pursuant to the hourly rate approved by the County Board of Supervisors.

- ☒ The City declines to have the County conduct animal nuisance hearings.

- ☐ The County declines to conduct animal nuisance hearings for the City during the fiscal year specified above.

Animal License Processing:

- ☒ The City authorizes the County to provide animal license processing services for the City during fiscal year 2021-22 according to the terms and conditions set forth in Part One.
- ☒ The City has adopted the license fees set forth in Animal Services' approved schedule of rates and fees.
- ☐ The City has adopted the following license fees that differ from the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees:

Specify:

Current City license fees were adopted by the City on _____, 20_____.

- ☐ The City declines to have the County provide animal license processing.

Administrative Citation Processing:

- ☒ The City authorizes the County to provide administrative citation processing services for the City during fiscal year 2021-22 according to the terms and conditions set forth in Part One.
- ☐ The City declines to have the County provide administrative citation processing services.

Chameleon Read Rights:

- ☒ The City requests read rights for Chameleon software and agrees to pay its portion of the actual County Information Technology Services Department server/portal/VPN costs. Costs will reflect the actual County Information Technology Services Department additional costs to host and maintain the server

for City read only rights to Chameleon and will be equally spread across all participating cities.

- ☐ The City declines to have the County provide Chameleon read rights.

CITY OF OXNARD

COUNTY OF VENTURA

Signature: _____
John C. Zaragoza, Mayor, City of Oxnard

Signature: 
Jackie Rose, Director of Animal Services

Date: _____

Date: 2/23/21

FY 21-22 Animal Safety Services Agreement

Public Safety Committee
March 23, 2021

Oxnard City Council
April 20, 2021

Alex Arnett, Commander

That the Public Safety Committee recommend the City Council approve and authorize the Mayor to approve a budget appropriation in the amount of \$2,479,135.18 for FY 21-22, total cost projection for the second year of a five year agreement (A-8151) with the County of Ventura to provide animal safety services.

That the City Council approve and authorize the Mayor to approve a budget appropriation in the amount of \$2,479,135.18 for FY 21-22, total cost projection for the second year of a five year agreement (A-8151) with the County of Ventura to provide animal safety services.

- Five year services agreement with the County of Ventura was approved by City Council on June 2, 2020.
- Per the agreement, each year the Police Department is required to complete an agreement for the cost of the upcoming fiscal year.

Services provided by VCAS in Service Level Agreement:

- Animal Care Services
- Emergency Field Services
- Animal License Processing

VCAS Shelter Services:

- Confiscation
- Boarding
- Impoundment
- Quarantine
- Veterinary services
- Request for euthanasia
- Animal adoptions
- Disposal of dead animals
- Post missing/found animal on their website
- Owner surrender
 - Assistance of Pet Retention Specialist

Impounded animals will be vaccinated, given necessary care, food, and shelter in accordance with state law.

- Will only respond when City ASO is not available
- Only in emergency situations or “as-needed” when requested by police or fire personnel
- Examples:
 - Vicious animal at large threatening the public
 - Stray animal bite with the animal at large or confined
 - Injured animal

Animal License Processing:

- Process animal licenses for the City
- Send renewal notices to animal owners
- Animal owners will have access to renew animal licenses online
- License fees (minus \$6 license processing fee) will be credited to the amount the City owes each quarter

FY 16-17	\$1,1689,554	-
FY 17-18	\$1,854,979	+9.8%
FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%
FY 20-21	\$2,324,778	+9.9%
FY 21-22	\$2,479,135	+6.6%

- Cost of the agreements reflect a percentage of the VCAS FY Budget

- Still a percentage of the VCAS FY Budget
- A consortium of costs shared by the eight (8) contract cities and County
- Percentage is a 3-year weighted average of animal intakes
- No annual “true-ups”
- 5% built-in increase each year of the agreement
- Revenue is still a credit against amount owed on quarterly invoices

	2018 Intake	2019 Intake	2020 Intake	3-Year Weighted Average	FY 21-22 Animal Care Cost
Camarillo	1174 – 10.4%	1158 – 9.9%	536 - 9.9%	10.00%	\$641,906.43
Fillmore	198 – 1.7%	235 – 2.0%	106 - 2.0%	1.91%	\$122,921.66
Moorpark	283 – 2.5%	364 – 3.1%	139 - 2.6%	2.68%	\$172,152.94
Ojai	44 – 0.4%	82 – 0.7%	33 - 0.6%	0.58%	\$36,978.81
Oxnard	4112 – 36.3%	4340 – 37.1%	2055 - 37.8%	37.26%	\$2,392,226.34
Port Hueneme	409 – 3.6%	413 – 3.5%	224 – 4.1%	3.85%	\$246,967.44
Simi Valley	1360 – 12.0%	1327 – 11.3%	522 - 9.6%	10.64%	\$683,156.28
Ventura	1249 – 11.0%	1355 – 11.6%	696 - 12.8%	12.06%	\$774,102.54
County	2494 – 22.0%	2438 – 20.8%	1,120 - 20.6%	21.02%	\$1,349,597.22
Total Intake	11323	11712	5431	-	\$6,420,009.65

Shelter Services:	\$2,392,226.34
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Additional Projected Costs:	\$86,908.84
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- Emergency Field Services, Animal License Processing Fees, Chameleon Access/Server Costs

<u>Projected Cost of Agreement:</u>	<u>\$2,479,135.18</u>
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Projected License Revenue:	\$540,750.00
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Total Projected Cost of Agreement:	\$1,938,385.18
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QUESTIONS



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: April 20, 2021

TO: City Council

FROM: Raja Bamrungpong, Interim Information Technology Director, (805) 385-7554,
raja.bamrungpong@oxnard.org

SUBJECT: Renewal of Tyler/New World 911 System (0/5/5)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Sixth Amendment to Agreement No. 5463-11-PD with Tyler Technologies through June 30, 2026, increasing the agreement amount from \$7.5 million to \$9.7 million (\$2.2 million increase over 5 years) for the renewal of public safety calls dispatch software licenses and services. (Finance & Governance Committee approved 3-0).

BACKGROUND

Since 2011, the City has been using the Tyler/New World 911 system for its computer aided dispatch ("CAD") of public safety calls. The dispatch center routes calls to police patrol vehicles in order to facilitate the emergency needs of residents and business in the City. Council first approved use of this system in 2009 and subsequently amended the agreement five times. It continues to serve the needs of the City and is in alignment with Council's 2021-2025 priority to maintain and enhance 911 emergency response times.

DISCUSSION

The Fifth Amendment to the Tyler/New World 911 system agreement which Council approved in April 2018 expires on June 30, 2021. Council's approval raised the agreement's not to exceed value to \$7.5 million and authorized a three year expenditure of \$1.2 million. City spent \$479k in 2018 and \$360k each in 2019 and 2020 on the system for a total of \$1.19 million since that most recent consent. If approved by the City Council, this Sixth Amendment would extend the Agreement as to certain software licenses and services necessary to maintain and improve the CAD system through June 30, 2026. The annual cost of the CAD system is approximately \$405,000 for the 2021-22 fiscal year and will increase approximately 4% each year.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

Funding for the Tyler/New World 911 System are part of the annual Measure O CAD/CAM Project MO2102. It is anticipated that annual expenditure will not exceed annual allocated budget for MO2102.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on March 23, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Tyler 911 6th Amendment
2. Tyler New World Council Presentation 4-20-21

SIXTH AMENDMENT TO LICENSE AGREEMENT

This Sixth Amendment ("Sixth Amendment") to the License Agreement is made and entered into in the County of Ventura, State of California, this 15th day of March, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Tyler Technologies, Inc, a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler"). This Sixth Amendment amends the Agreement entered into on June 28, 2011 ("Agreement"), between City and Tyler. The Agreement was previously amended on June 19, 2012 by First Amendment, on July 28, 2016 by Second Amendment, on June 13, 2017 by Third Amendment, on June 18, 2017 by Fourth Amendment, and on April 10, 2018 by Fifth Amendment.

WHEREAS, The Agreement is renewable each year unless either party notifies the other of its intention to terminate the Agreement within 90 days of the starting date of the new annual term.

WHEREAS, City desires to amend the Agreement to authorize renewal of certain software licenses and services (the "Licenses and Services") for an additional five years beginning July 1, 2021 and ending June 30, 2026.

Now, Therefore, City and Tyler agree as follows:

1. The above recitals are hereby incorporated as part of this Agreement.
2. The Licenses and Services set forth in Exhibit 1, Exhibit 2, and Exhibit 3 are attached hereto are hereby incorporated into this Agreement by this reference.
3. The expiration date of the Licenses and Services shall be changed to "June 30, 2026."
4. The total not to exceed value of the Agreement shall be changed from "\$7,500,000" to "\$9,700,000."
5. The parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such 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.
6. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

TYLER TECHNOLOGIES INC

- ☐ John C. Zaragoza, Mayor¹
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent

Date

Bryan Proctor

Bryan Proctor (Mar 23, 2021 10:52 EDT)

3/17/2021

Bryan Proctor, President, Public Safety Division Date

Bret Dixon3/17/2021

Bret Dixon, President, Justice Group

Date

ATTEST:

Rosc Chaparro, City Clerk

Date

APPROVED AS TO FORM:

DocuSigned by:

Jason ZaragozaJason M. Fischer, City
Attorney3/23/2021 | 6:34 PM PDT

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.

¹ 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; 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.



Empowering people who serve the public®

EXHIBIT 1

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 50145		Net 45	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: OXN1594C1101H01							
1 Renewal: NWPSSRCCODEM New World Source Code Escrow Maintenance Maintenance Plan: ; Start: 06/28/2021, End: 06/27/2022; Term: 12 months	No	1	1	EA	1,000.00	.00	1,000.00
2 Renewal: NWPS24HRM New World Public Safety 24 Hour Standard Maintenance Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months :	No	1	1	EA	53,328.29	.00	53,328.29
3 Renewal: NWPSLEACTIVEM Additional New World Software for LE Records Standard Maintenance - Activity Reporting and Scheduling Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,084.72	.00	3,084.72
4 Renewal: NWPSLEALARM Additional New World Software for LE Records Standard Maintenance - Alarm Tracking and Billing Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,318.83	.00	4,318.83
5 Renewal: NWPSFRDTAM Additional New World Software for Fire Records Standard Maintenance - Data Analysis/Management Reporting Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	8,225.57	.00	8,225.57
6 Renewal: NWPSENTFECADM New World Enterprise Fire/EMS CAD Single & Multi-Jurisdictional Standard Maintenance Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	10,282.77	.00	10,282.77
7 Renewal: NWPSMSPCADA/VM Additional New World MSP for CAD Standard Maintenance - AVL CAD Interface Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,290.23	.00	3,290.23
8 Renewal: NWPSMSPCADA/VM Additional New World MSP for CAD Standard Maintenance - AVL Interface Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,290.23	.00	3,290.23
9 Renewal: NWPS3CADNWSNCICM New World MSP Third Party CAD Interface Standard Maintenance -New World State/NCIC Interface Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	0.00	.00	0.00

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
10	Renewal: NWPSMBNCIC15M New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(1-15 Units) Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	14,396.10	.00	14,396.10
11	Renewal: NWPSENTCADOLOM Additional New World Enterprise Standard Maintenance for CAD - BOLOs Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,495.73	.00	3,495.73
12	Renewal: NWPSLEBOOKM Additional New World Software for LE Records Standard Maintenance - Bookings Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,318.83	.00	4,318.83
13	Renewal: NWPSENTCADATOM Additional New World Enterprise Standard Maintenance for CAD - CAD Auto Routing Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,495.73	.00	3,495.73
14	Renewal: NWPSENTCADATOM Additional New World Enterprise Standard Maintenance for CAD - CAD AVL Enterprise Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,495.73	.00	3,495.73
15	Renewal: NWPSMSPCADDMM Additional New World MSP for CAD Standard Maintenance - Data Analysis/Crime Mapping/Mgmt Reporting Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,495.73	.00	3,495.73
16	Renewal: NWPS3PTYCADCONS New World Third Party CAD Interface Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,701.24	.00	3,701.24
17	Renewal: NWPSADDCADM New World Additional CAD Workstations Standard Maintenance Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	2,056.12	.00	2,056.12
18	Renewal: NWPSADDCADM New World Additional CAD Workstations Standard Maintenance Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	1,028.60	.00	1,028.60
19	Renewal: NWPSLECRIMREGM Additional New World Software for LE Records Standard Maintenance - Career Criminal Registry Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,084.72	.00	3,084.72
20	Renewal: NWPSLECASEMM Additional New World Software for LE Records Standard Maintenance - Case Management Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,084.72	.00	3,084.72
21	Renewal: NWPS3LECITZNM New World Third Party LE Records Interface Standard Maintenance - Citizen Reporting Interface	No	1	1	EA	4,729.84	.00	4,729.84

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
	Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months							
22	Renewal: NWPSENTCMBCADM New World Enterprise Combined LE/Fire/EMS CAD Standard Maintenance Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	44,422.39	.00	44,422.39
23	Renewal: NWPSLEMDRVRM New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Drivers Lic Mag Stripe Reader/Barcode Rea Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	2,056.12	.00	2,056.12
24	Renewal: NWPS3CADE911M New World MSP Third Party CAD Interface Standard Maintenance - E-911 Interface Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,495.73	.00	3,495.73
25	Renewal: NWPSLEEQUIPM Additional New World Software for LE Records Standard Maintenance - Equipment Tracking Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,318.83	.00	4,318.83
26	Renewal: NWPSLEMISFDINFDRPM New World Law Enforcement Mobile Unit Standard Maintenance - In-Station-Based Reporting - Field Investigation Field Reporting Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,084.72	.00	3,084.72
27	Renewal: NWPSLEFIELDM Additional New World Software for LE Records Standard Maintenance - Field Investigations Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,084.72	.00	3,084.72
28	Renewal: NWPSMFDRPDM701M New World Mobile Management Server Standard Maintenance (700+ units) - Field Reporting Data Merge Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	925.85	.00	925.85
29	Renewal: NWPSMFDRP15M New World Mobile Management Server Standard Maintenance (1-15 units) - Field Reporting Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,290.23	.00	3,290.23
30	Renewal: NWPSFRMCADM New World Fire Mobile Unit Standard Maintenance - Fire CAD via Switch Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	1,928.49	.00	1,928.49
31	Renewal: NWPSFRMICMPM New World Fire Mobile Unit Standard Maintenance - In-Car Mapping Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	1,028.60	.00	1,028.60
32	Renewal: NWPSFRMICRTM New World Fire Mobile Unit Standard Maintenance - In-Car Routing Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	771.18	.00	771.18

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
33	Renewal: NWPSFRBASEM New World Fire Records Standard Maintenance Base Package Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,524.33	.00	4,524.33
34	Renewal: NWPSLEGANGM Additional New World Software for LE Records Standard Maintenance - Gang Tracking Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,318.83	.00	4,318.83
35	Renewal: NWPSLEMICMPM New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,113.32	.00	4,113.32
36	Renewal: NWPSLEMICRTM New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Routing Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,084.72	.00	3,084.72
37	Renewal: NWPSLEACFDRPM New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	10,282.77	.00	10,282.77
38	Renewal: NWPSLEACFDRPCMM New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Complan Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,084.72	.00	3,084.72
39	Renewal: NWPSLEMCADSWM New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	7,711.81	.00	7,711.81
40	Renewal: NWPSLEACFDRPM New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	10,282.77	.00	10,282.77
41	Renewal: NWPSLEFDRPCMM New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Compliance Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	2,056.12	.00	2,056.12
42	Renewal: NWPSLEDTAM2M Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	1,234.11	.00	1,234.11
43	Renewal: NWPSLEFEDM New World Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	6,169.45	.00	6,169.45
44	Renewal: NWPSMLTBASELEM New World Multi-Jurisdictional Base LE Records Standard Maintenance Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	29,614.21	.00	29,614.21

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
45	Renewal: NWPSLEMCNICSWM New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Swit Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	5,140.84	.00	5,140.84
46	Renewal: NWPS3CORRLIVEM New World Third Party Corrections Interface Standard Maintenance - Livescan Interface Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,701.24	.00	3,701.24
47	Renewal: NWPSMDTMCT15M New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (1-15 units) Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	2,673.72	.00	2,673.72
48	Renewal: NWPSLEMICMPM New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	771.18	.00	771.18
49	Renewal: NWPSLEMICRTM New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Routing Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	0.00	.00	0.00
50	Renewal: NWPSLEMISMUPFDRPM New World Law Enforcement Mobile Unit Standard Maintenance - In-Station-Based Reporting - Mobile Upload of Field Reports Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	6,169.45	.00	6,169.45
51	Renewal: NWPSFRMUPFDRPM New World Fire Mobile Unit Standard Maintenance - Mobile Upload of Field Reports Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	9,254.17	.00	9,254.17
52	Renewal: NWPSLENARCM Additional New World Software for LE Records Standard Maintenance - Narcotics Mgmt/Intelligence Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,318.83	.00	4,318.83
53	Renewal: NWPSFRMNWAVLM New World Fire Mobile Unit Standard Maintenance - New World AVL Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,855.90	.00	3,855.90
54	Renewal: NWPS3ENT2NWCADM New World Enterprise Third Party Interface Standard Maintenance - New World CAD to New World CAD Interface Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,290.23	.00	3,290.23
55	Renewal: NWPS3CADOLSNICM New World MSP Third Party CAD Interface Standard Maintenance - On-Line CAD Interface to State/NCIC Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,524.33	.00	4,524.33
56	Renewal: NWPS3LEOLGLBLM	No	1	1	EA	4,524.33	.00	4,524.33

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
	New World Third Party LE Records Interface Standard Maintenance - On-Line Global Subjects Interface to State/NCIC Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months							
57	Renewal: NWPS3LEOLIMPM New World Third Party LE Records Interface Standard Maintenance - On-Line Impounds Interface to State/NCIC Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,524.33	.00	4,524.33
58	Renewal: NWPS3LEOLPAWNM New World Third Party LE Records Interface Standard Maintenance - On-Line Pawn Shop Check Interface to State/NCIC Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,524.33	.00	4,524.33
59	Renewal: NWPS3LEOLPROPM New World Third Party LE Records Interface Standard Maintenance - On-Line Property Checks Interface to State/NCIC Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,524.33	.00	4,524.33
60	Renewal: NWPSLEPROTECTM Additional New World Software for LE Records Standard Maintenance - Orders of Protection Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,318.83	.00	4,318.83
61	Renewal: NWPSLEPAWNM Additional New World Software for LE Records Standard Maintenance - Pawn Shops Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,084.72	.00	3,084.72
62	Renewal: NWPS3ENTQUESTM New World Enterprise Third Party Interface Standard Maintenance Pre-Arrival Questionnaire Interface Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,701.24	.00	3,701.24
63	Renewal: NWPSLEPROPM Additional New World Software for LE Records Standard Maintenance - Property Room Bar Coding Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,084.72	.00	3,084.72
64	Renewal: NWPSIMCORRPUBM New World Imaging Standard Maintenance - Corrections Public Safety Lineups/Mug Shots Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	10,282.77	.00	10,282.77
65	Renewal: NWPSMBNCIC15M New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(1-15 Units) Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	0.00	.00	0.00
66	Renewal: NWPSMSPCADSVCM Additional New World MSP for CAD Standard Maintenance - Service Vehicle Rotation Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	3,495.73	.00	3,495.73
67	Renewal: NWPS3CADNWSNCICM New World MSP Third Party CAD Interface Standard Maintenance -New World State/NCIC Interface Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	6,787.04	.00	6,787.04

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
68	Renewal: NWPSIMLEWNTM New World Imaging Standard Maintenance - LE Wanted Posters Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	2,673.72	.00	2,673.72
69	Renewal: NWPSMSPCADWEBM Additional New World MSP for CAD Standard Maintenance - Web CAD Monitor Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months	No	1	1	EA	4,113.32	.00	4,113.32

Does not include any applicable taxes

Order Total: 395,427.05

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



Empowering people who serve the public®

EXHIBIT 2

<i>Customer Grp/No.</i>	<i>Customer PO#</i>	<i>Payment Terms</i>	<i>Currency Code</i>	<i>Ship Via</i>	<i>Salesperson Cd</i>
1	50145	Net 45	USD	MISC	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: OXN1594C1101H01								
1	Renewal: BZECITATION-M REF License - PDA Maintenance Maintenance Plan: ; Start: 07/01/2021, End: 06/30/2022; Term: 12 months :	No	1	10	EA	260.06	.00	2,600.60

Does not include any applicable taxes

Order Total: 2,600.60

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



Empowering people who serve the public®

EXHIBIT 3

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	50145	Net 45	USD	MISC	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: OXN1594C1101H01								
1	Renewal: BZECITATION-M Brazos eCitation Rapid Extension Framework Software License (PDA) (25) Maintenance Plan: ; Start: 05/01/2021, End: 04/30/2022; Term: 12 months	No	1	25	EA	178.23	.00	4,455.75
2	Renewal: BZSVHOST Server Hosting Maintenance Plan: ; Start: 05/01/2021, End: 04/30/2022; Term: 12 months	No	1	1	EA	1,529.82	.00	1,529.82

Does not include any applicable taxes

Order Total: 5,985.57

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

Renewal of Tyler/New World 911 Public Safety CAD Agreement

City Council

April 20, 2021

Gary Krumian, IT Business Analyst

That City Council

1. Approve continuation of the City's agreement with Tyler/New World Systems for use of its Computer Aided Dispatch Public Safety 911 system for another five years, renewable each year for five annual 12 month terms, and
1. Increase the agreement amount from \$7.5 million to \$9.7 million (\$2.2 million increase over 5 years)

- Since 2011, the City has been using the Tyler/New World 911 system for its computer aided dispatch of public safety calls to facilitate the emergency needs of residents and business
- Council first approved use of this system in 2009 and renewed the most recent three year agreement in April of 2018, raising the not to exceed amount to \$7.5 million and authorizing \$1.2 million in expenditures
- City spent \$479k in 2018 and \$360k each in 2019 and 2020 on the system for a total of \$1.19 million
- This system helps the City align itself with the 2021-2025 Council priority to maintain and enhance 911 emergency response times

- The annual cost of the CAD system is approximately \$405,000 for FY 21-22
- The annual cost will increase 4% each year
- The projected five year cost of the system is expected to be \$2.2 million
- Funding for this system comes from the annual Measure O CAD appropriation

That City Council

1. Approve continuation of the City's agreement with Tyler/New World Systems for use of its Computer Aided Dispatch Public Safety 911 system for another five years, renewable each year for five annual 12 month terms, and
1. Increase the agreement amount from \$7.5 million to \$9.7 million (\$2.2 million increase over 5 years)



QUESTIONS



CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: April 20, 2021
TO: City Council
FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868, vyto.adomaitis@oxnard.org
SUBJECT: Recovery of Nuisance Abatement Costs. (0/10/5)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs;
2. Approve the cost report; and
3. Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/4gj5sfDzJCc>

BACKGROUND

Oxnard City Code (OCC) Sections 7-17, 7-18 and 7-158, inclusive, set forth the procedures for recovering nuisance abatement costs incurred by the City in abating public nuisances. OCC Sections 7-13 and 7-157 provide that nuisance abatement costs, including any notice and appeal costs, shall be paid by the person creating, causing, committing or maintaining the nuisance.

Furthermore, OCC Section 7-14 and 7-158 provide that nuisance abatement costs shall be a lien against the property on which the nuisance is maintained, as well as a personal obligation of the property owner.

In accordance with OCC Sections 7-4 through 7-8 and 7-154 through 7-155, a Notice to Abate was mailed to each property owner. The notice also informed the property owner of their right to appeal and that a written request for an appeal before a hearing officer must be received by the City Clerk within 10 days of receiving this notice. No requests for appeal were received.

Pursuant to OCC sections 7-16 and 7-158, the 2021 Nuisance Abatement Report (Attachment A) was posted at City Hall, 300 West Third Street, on April 9, 2021. Pursuant to OCC Sections 7-17 and 7-158, the City Council is to consider objections by any property owner whose property is to be assessed with nuisance abatement costs as set forth in the cost report. Appropriate adjustments to the cost report may be made at the City Council's direction.

Upon approval of the 2021 Nuisance Abatement Report, the City Manager shall file a certified copy of the report with the Ventura County Auditor-Controller in order to enter the nuisance abatement costs as special assessments on the fiscal year 2021-2022 property tax roll for the property address located at 6200 Perkins Road (APN 231-0-032-165).

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

Approval of the 2021 Nuisance Abatement Report and the placements of the special assessments on the Ventura County 2021-2022 property tax roll will enable the City to recover \$7,025.11 in nuisance abatement costs incurred in 2019.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Roger Brooks, Code Compliance Manager

ATTACHMENTS

1. Attachment A – Nuisance Abatement Report
2. Presentation - Recovery of Nuisance Abatement Costs

NUISANCE ABATEMENT REPORT

The City has abated nuisances on the following properties in accordance with Oxnard City Code Chapter 7.

<u>PROPERTY OWNER</u>	<u>LIEN PARCEL NO.</u>	<u>CLEAN UP DATE</u>	<u>TOTAL DUE</u>
CLARENCE W. HAACK LIVING TRUST 245 FOUNDRY LANE CAMDEN, TN 38320	231-0-032-165 6200 PERKINS RD NOTICE DATE: 12/20/2018	03/13/2019	ABATEMENT COSTS: \$6,946.36 NOTICE COSTS: \$78.75 APPEAL COSTS: TOTAL COSTS: \$7,025.11
REPORT TOTALS			ABATEMENT COSTS: \$6,946.36 NOTICE COSTS: \$78.75 APPEAL COSTS: TOTAL COSTS: \$7,025.11

Recovery of Nuisance Abatement Costs

Public Hearing

Roger Brooks, Code Compliance Manager
Vyto Adomaitis, Community Development Director
Community Development Department

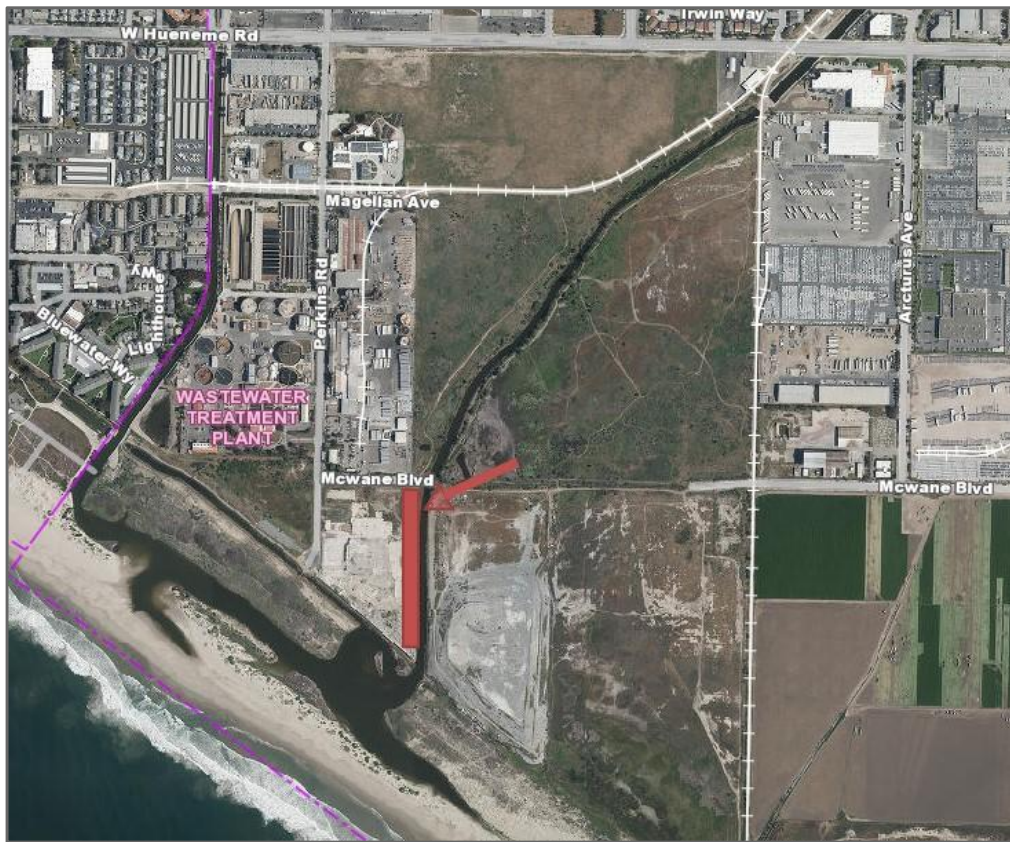
April 20, 2021
City Council Meeting



Background

2

- January and February 2018 - abatement was conducted on the Halaco property at 6200 Perkins Rd to remove a large homeless encampment on the 12 acre site.
- June 2019 - a special assessment was placed on the property tax rolls for the unpaid abatement costs of \$324,484.54.
- Several encampments returned to the canal area requiring an additional abatement. The Special Assessment request tonight is to recover those costs incurred on the additional abatement.
- Notice to Abate mailed to the property owner and posted upon the nuisance property at 6200 Perkins Road on December 20, 2019.
- No requests for appeal were received.
- Abatement was conducted in March of 2019 at a cost of \$7,025.11.



Before - from above



Before



After



Before



After



That the City Council:

1. Conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs;
2. Approve the cost report; and
3. Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.



DISCUSSION



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.2

DATE: April 20, 2021

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868, vyto.adomaitis@oxnard.org

SUBJECT: Tru Hilton Hotel Project - Appeal of the Planning Commission's Decision to Approve Planning and Zoning Permit No. 19-500-03 (Special Use Permit) located at 180 West Esplanade Drive (APN: 142-0-310-045), Subject to Certain Findings and Conditions. (0/15/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing, and
2. Approve Addendum No. 1 to Final Mitigated Negative Declaration No. 12-01, and
3. Adopt a Resolution 2021-XX Denying the Appeal and upholding the Planning Commission's Approval of Planning and Zoning Permit No. 19-500-03 (Special Use Permit), subject to certain findings and conditions, because the record shows that there is evidence necessary to make all of the Findings required by Oxnard City Code Section 16-531 in order to grant a Special Use Permit.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/aYL_n_tQNJc

BACKGROUND

On February 18, 2021, the Planning Commission (the "Commission") held a public hearing to consider Planning & Zoning Permit No. 19-500-03 requesting approval of a Special Use Permit (SUP). The project scope involved construction of a new hotel on an existing 9,120 square-foot pad in the Food 4 Less shopping center. The proposed hotel would be 41,422 square feet with 88 hotel rooms. The proposed project is located at 180 West Esplanade Drive (APN: 142-0-310-045) within the 14.5-acre Food 4 Less shopping center site within the 2030 General Plan land use designation of Commercial General and is zoned General Commercial-Planned Development (C-2-PD) in the City of Oxnard. Staff originally presented the project with a recommendation for approval (Attachment 1).

At the public hearing, the Commission heard public testimony, deliberated, and made a motion to approve the project pursuant to all of the Findings required to grant the SUP, provided in the Planning Commission Resolution No. 2021-05. Therefore, the Commission voted 5-0, with one Commissioner absent, to adopt a resolution to approve the project (Attachment 2).

Pursuant to Sections 16-544 and 16-545 of the Oxnard City Code ("OCC"), the action of the Planning Commission is final unless an appeal application to the City Council is filed within 18 days after the action date. On March 8, 2021, the Appellant ("Oxnard Corporate Fitness, Inc.") filed a timely Appeal application with the City (Attachment 3).

DISCUSSION

The Appellant (“Oxnard Corporate Fitness, Inc.”), the owners of the adjacent Gold’s Gym, has appealed the decision of the Planning Commission primarily because the Appellant does not agree with the California Environmental Quality Act (CEQA) process used and the conditions of approvals on the project. The Appellant's two grounds of appeal are noted below, verbatim, with staff’s response following each ground of appeal:

Ground of Appeal 1:

“We are appealing the Planning Commission’s February 18, 2021 approval of the project because it is not consistent with the 2012 redevelopment project approvals for the shopping center that approved the shopping center for retail and service uses only (Food 4 Less Shopping Center Redevelopment Project, Planning and Zoning Permit 12-540-01)(the “2012 Project”). The 2012 Project also had a related Mitigated Negative Declaration (“MND”) that was done for it (MND 12-01). That MND analyzed uses limited to retail and service uses only and did not analyze the possibility of a five-story hotel use. Although an MND Addendum was prepared, we believe that because the use of the hotel was never anticipated or analyzed in the original analysis, a new MND was necessary and should have been prepared for the TRU Hilton project.”

Staff Response:

The Food 4 Less Shopping Center Redevelopment Project, Planning and Zoning Permit 12-540-01 (PZ 12-540-01) or “2012 project” did not limit the uses allowed within the shopping center. At the time of the approval of the 2012 project and currently, uses allowed on the property are dictated by the General Plan and OCC. The City’s 2030 General Plan land use designation for the subject site is General Commercial (CG) which allows retail centers and free-standing commercial uses along major corridors. The application that was filed specifically proposed to replace the previously proposed commercial building for a retail use with a different commercial building for a hotel use.

The proposed hotel use is a commercial use, and the Planning Commission found the proposed Project to be consistent with the 2030 General Plan land use designation. The Project is located with the C-2 zone. Under the Oxnard City Code, a hotel is allowed in the C-2 zone, pursuant to OCC Section 16-136(A)(1), which allows for all related uses permitted in the Commercial Office zone (OCC Section 16-107(C)) to be permitted in the C-2 zone subject to approval of a SUP. A SUP is a discretionary permit, and all discretionary projects are required to be reviewed subject to the California Environmental Quality Act (CEQA). As such, a CEQA document (Addendum No. 1 to MND 12-01) was prepared for the Tru Hilton Hotel project. As documented in Planning Commission staff report and Resolution No. 2021-05, the Planning Commission reviewed and approved both:

1. The CEQA document, finding it was prepared in accordance with the CEQA, and
2. The SUP, finding the project was consistent with the 2030 General Plan and the requirements included in the OCC.

The Appellant has failed to identify, pursuant to the State CEQA guidelines, why the Addendum was not sufficient and a new MND should have been prepared. The Addendum was prepared in accordance with the relevant provisions of the CEQA of 1970 (as amended) and the State CEQA Guidelines and City’s Environmental Review Guidelines as implemented by the City of Oxnard. According to Section 15164(b) of the State CEQA Guidelines, an addendum to a negative declaration is the appropriate environmental document in instances when “only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.” Section 15162(a) of the State CEQA Guidelines states that no subsequent EIR (or negative declaration) shall be prepared for a project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

- The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
- Significant effects previously examined will be substantially more severe than shown in the previous EIR;
- Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

As identified in both the Addendum prepared for the Project and the Planning Commission staff report, the changes to the partially constructed Food 4 Less Shopping Center Redevelopment Project by the Tru Hilton Project were minor and would not create potentially significant environmental impacts beyond those already identified in the Food 4 Less Shopping Center Redevelopment Project MND No 12-01. Also, the Project would not substantially increase the magnitude or severity of impacts that were previously identified. While, the hotel Project square footage (41,422 square feet) is greater than that of the originally proposed commercial building (9,120 square foot), as shown in the Addendum, the change in CEQA related impacts were minor, including areas, such as traffic, where the impacts related to the hotel were less than that of the commercial center as document in Addendum No. 1 to MND 12-01. The Planning Commission determined that, on the basis of substantial evidence in the light of the whole record, none of the triggers included in Section 15162(a) of the State CEQA Guidelines required the preparation of a subsequent EIR (or negative declaration), and conversely, sufficient evidence was provided to justify utilization of an pursuant to the relevant provisions of the State CEQA Guidelines as implemented by the City of Oxnard.

Ground of Appeal 2: “We also object to the TRU Hilton Hotel Project because it includes the following conditions insomuch as these should have been completed before the Planning Commission approval.

Conditions of Approval 98 and 99:

98. Prior to the issuance of a Building Permit, the Applicant/Operator is to submit a draft Transportation Demand Management Plan (TDMP) that identifies how the internal circulation of the shopping center shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new hotel use. The TDMP should describe solutions that are available through personnel, technology and/or temporary and permanent barriers. Prior to the issuance of a Certificate of Occupancy, the Community Development and Public Works Departments shall approve the TDMP.

99. After implementation of the TDMP, and upon the determination of the Community Development or Public Works Departments that the TDMP created for the hotel use is not functioning effectively, or upon any future modification or expansion of the shopping center, the TDMP shall be comprehensively re-evaluated by the Community Development and Public Works Departments. This TDMP re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff.

The applicant/operator is the hotel owner/operator. To require that the TDMP be prepared by the hotel operator could disrupt the entire shopping center site. We believe that a TDMP should have been prepared and approved by all of the shopping center owners prior to Planning Commission approval. Further, Conditions 98/99 also lack any wording that require approval or agreement of the TDMP by all the owner of the shopping center. Instead, the City is allowing (and requiring) that the hotel owner create a TDMP, and then be compelled solely to obtain its own approval prior to the

TDMP's submission. This shopping center is approved as a "whole" and has multiple owners. Therefore, any conditions of approval for movement and circulation of the shopping center should require approval and agreement by all property owners of the shopping center, and that approval and agreement should have been made part of the TRU Hilton Project before Planning Commission approval. Please overturn the Planning Commission's decision of approval and do not approve the project before the TDMP is in place between all of the shopping center owners.

153. Prior to issuance of a site improvement permit, Developer shall provide evidence of the recordation of a reciprocal access and parking agreement with the adjacent property owner. (DS-102)

First, the appellant has been granted the following rights under its lease: (i) to approve any reciprocal access and parking agreement to be signed by the adjacent owner, and (ii) to enforce the recorded CC&R's for the shopping center. Second, there are multiple property owners for this site (not just one owner) - so the condition should read, "...adjacent property owner and other owners of the shopping center". Third, currently there is no agreement between the applicant/operator and the adjacent property owner for a hotel use. Thus, the appellant objects to the Planning Commission approval of the TRU Hilton Hotel Project before such reciprocal access and parking agreement was signed and recorded. Using City resources toward this project with such a huge component remaining outstanding seems a poor allocation of time and energy. Please overturn the Planning Commission's decision of approval and do not approve the project before reciprocal agreements are in place between all of the shopping center owners."

Staff Response:

The Appellant's assertion that the hotel owner is solely responsible for approving the TDMP is incorrect. As identified in Conditions of Approval Nos. 98 and 99, the City of Oxnard is responsible for the final approval of the TDMP. The existing site circulation and parking was critically analyzed as part of the Project by the City's Planning staff and Traffic engineer, and the Planning Commission determined site circulation and parking, as analyzed and conditioned, to be adequate for the existing approved uses and the hotel Project.

The purpose of the TDMP is to proactively implement operational conditions to maintain and / or improve the circulation and compatibility between the uses onsite, and to provide a mechanism for the City to review and effectuate additional circulation improvements (physical and / or operational) to ensure compatibility between the uses onsite during the Project's operational phase.

In the case of this Project, the proposed TDMP is specific to the hotel use and is intended to look at the hotel from an operational standpoint to identify ways to expedite services primarily during peak check-in times. These operational items could include things such as, but not limited to:

1. The availability of expedited check-in services,
2. Additional information that could be provided to guests prior to arrival,
3. Having hotel staff upfront/outside to provide information and direct guests as they arrive onsite, and / or
4. Implementation of a valet program.

The potential components of the TDMP would not require changes to the operations of the other businesses within the shopping center, nor place any additional restrictions on them, and, therefore, the approval of other businesses or associated property owners within the shopping center is not required. Additionally, while the Project is located within an existing shopping center, it is located on its own separate parcel so approval of the adjacent property owners is not required. Any physical changes to the site would be required to go through the development review process, at which time the authorization of appropriate property owners would be required on the application. While approval of the TDMP by adjacent property owners and business is not and cannot be required, the City would encourage the property owners and businesses within the center to work together to ensure efficient circulation that works for all of the business on site.

The Appellant's reference to their lease agreement is irrelevant as the City is not responsible for enforcing private lease agreements. The City is responsible for processing applications in compliance with the Oxnard City Code and project

conditions of approval. The existing shopping center has an existing blanket shared parking and access requirements for the whole of the shopping center, which must remain in effect for the life of the underlying Food 4 Less Shopping Center Redevelopment Project, and all businesses and property owners within the center must comply with the requirement. Therefore, Condition of Approval #153 is not a new requirement, rather, it was included only to reconfirm in the record that the Tru Hilton Project was still subject to the requirement for reciprocal access and parking. If the Shopping Center fails to maintain the required reciprocal access and parking for all properties and uses within the shopping center per the conditions of approval for PZ 12-540-01, the permit for the entire shopping center would be subject to Revocation proceedings pursuant to OCC Section 16-552.

Response to Attached Comment Letter

The Appellant attached their comment letter submitted to the Planning Commission at the February 18, 2021 hearing to the Appeal Application. This letter expressed concerns with the project's inconsistency with the private Covenants, Conditions & Restrictions (CC&Rs) for the property. As noted at the Planning Commission hearing, the City is not a party to the CC&Rs for this property, and thus the CC&Rs are a private agreement between the property owners and are not enforced by the City. The City is responsible for enforcing the conditions of approval on the project. However, the CC&Rs for the property currently contains a requirement to allow for reciprocal parking and access. The requirement to allow for reciprocal parking and access is required pursuant to the conditions of approval for the Food 4 Less Shopping Center Redevelopment Project (PZ 12-540-01) and subsequent permits, including the Gold's Gym Minor Modification (PZ 18-140-15), both of which remain in effect. Therefore, as noted above, the requirement for reciprocal access and parking is an existing requirement that must remain in effect for all parcels covered by the entitlement regardless of existing or future uses.

The letter also raised concerns that the proposed project and future uses would exacerbate parking problems on the site. As noted in the Planning Commission staff report, a parking study was prepared for the shopping center as part of the review of the Tru Hilton project. The City's Traffic team independently reviewed the study, and they agreed with the determination that the off-street parking provided is sufficient to serve the anticipated demand of the Project and surrounding shopping center.

Table 1: Parking Compliance

DEVELOPMENT	REQUIREMENT PER OXNARD CITY CODE SECTION 16-622(F)	PARKING STUDY PEAK DEMAND	PROPOSED	COMPLIES?
Tru Hotel	88 rooms without kitchenette = <u>88 spaces</u>	88 spaces	632 Shared Parking Spaces	
Food 4 Less	1space/250 square feet. 84,178 square feet = <u>337 spaces</u>	124 spaces		
Retail Commercial	1space/250 square feet. 34,247 square feet = <u>137 spaces</u>	137 spaces		
Health and Fitness Club	Ten spaces are required for each spa health club, plus an additional one space for every 200 square feet of gross floor area in excess of 1,000 gross square feet = <u>230 spaces</u>	297 spaces		
Total Project	792 spaces	572 spaces	632 spaces	Yes*

As shown in the table above, the parking study determined that the Food 4 Less grocery store never exceeded usage of more than 124 parking spaces, lowering the required parking ratio demand from 4 spaces / 1,000 SF to 1.53 spaces / 1,000 SF. The parking study found the proposed hotel use required 88 parking spaces based on both the OCC and

industry standards, and the proposed project provided 88 parking spaces. On the other hand, the parking study found that the Gold's Gym utilized 297 parking spaces, exceeding the OCC required 230 parking spaces by 67 parking spaces. However, when accounting for all of the uses on site, including the proposed hotel, there would be an excess of 48 parking spaces onsite. It was believed that a public nuisance was being created due to the operational characteristics of (a) use(s) permitted under the original Development Plan or SUP for the current project, the City could initiate a Revocation hearing to determine the cause and could potentially modify conditions of approval or revoke a permit to cure the public nuisance.

Conclusion:

The Appellant requests the Planning Commission's approval of the Project be overturned based on the grounds the Addendum was not the appropriate CEQA Process and concerns with the Project conditions.

Based on the discussion above, staff recommends that the City Council find there is no merit to the Appellant's Grounds of Appeal, deny the Appeal and uphold the decision of the Planning Commission to Approve the project with the specific findings outlined in the City Council Resolution (Attachment 3). Pursuant to OCC Section 16-551, the decision of the City Council is final.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

Denial of the requested Appeal would uphold the Planning Commission's approval and allow for the development of the project site, and, if developed, the Project will generate additional tax revenue that would be directly added to the City's General Fund. Additional indirect economic activity would be likely as hotel guests would be expected to visit other businesses in the shopping center and City resulting in additional sales tax revenue that would be added to the City's General Fund.

COMMITTEE OUTCOME

This item is a public hearing and was heard by the Planning Commission; therefore, this item did not originate in Committee.

Prepared by: Joe Pearson II, Senior Planner

ATTACHMENTS

1. Planning Commission Staff Report dated February 18, 2021 (with Attachments) and Planning Commission Resolution No. 2021-05.
2. Appeal Application date March 8, 2021
3. Attachment 3 - Draft CC Resolution 2021-XX
4. Presentation - Tru Hilton CC Appeal

Attachment 1

Planning Commission Staff Report dated February 18, 2021 (with Attachments) and Planning Commission Resolution No. 2021-05.

Please visit here to view:

https://drive.google.com/file/d/1kgH0Y9FbHX5qPU60ualfxuEb_gUsOGMI/view?usp=sharing



REQUEST FOR APPEAL
Community Development Department

Use this form to request an appeal of a decision rendered on one of the following type of permits: Administrative Wireless Permit; Discretionary Development Permit decision rendered by the Community Development Director; or a Discretionary Development Permit decision rendered by the Planning Commission.

After paying the required appeal fee to the Planning Division, submit the original request for appeal and two (2) copies along with verification that the appropriate appeal fee has been paid to the City Clerk's Office. To determine your appeal fee go to: oxnard.org/planning and click on planning handouts and applications or contact the Planning Division at (805) 385-7858.

I, Oxnard Corporate Fitness, Inc., am requesting an appeal of a decision made by

Planning Commission Print name that was made on February 18, 2021 regarding

State decision making body PZ 19-500-03: Tru Hilton Special Use Permit
Specify PZ No.

Check one of the following:

- ☐ **Appeal of a Decision Rendered on a Wireless Permit.** Pursuant to Section No. 16-488 (C) of the Oxnard City Code, I am submitting an appeal to the Secretary of the Planning Commission and I am paying the necessary fees to the Planning Division. I am filing this appeal within 10 days of the Planning Manager's decision on a wireless communications facility permit. I am requesting that this appeal be considered by the Planning Commission.
- ☐ **Appeal of a Decision Rendered on a Discretionary Permit - Community Development Director.** Pursuant to Section No. 16-525 (B) of the Oxnard City Code, I am submitting an appeal to the City Clerk and I am paying the necessary fees to the Planning Division. I am filing this appeal within 10 days of the Community Development Director's decision on a discretionary permit. I am requesting that this appeal be considered by the Planning Commission.
- ☒ **Appeal of a Decision Rendered on a Discretionary Permit - Planning Commission.** Pursuant to Section 16-545/17-58(J) of the Oxnard City Code, I am submitting an appeal to the City Clerk and I am paying the necessary fees to the Planning Division. I am filing this appeal within 18 days / 10 working days of the Planning Commission's decision on a discretionary permit. I am requesting that this appeal be considered by the City Council.

State the grounds, facts, and if known the code sections supporting your request: (Provide additional sheets if necessary)

See Attached Letter

Oxnard Corporate Fitness, Inc.

xBy:

Appellant Signature William A. Banos, Vice President

March 4, 2021

Date

cc: City Attorney
Community Development Director
Project Planner
Applicant

OXNARD CORPORATE FITNESS, INC.
19835 Nordhoff Street, Building 1-A, Unit B
Northridge, CA 91324
Tel: (818) 349-0123

March 4, 2021

City Council, City of Oxnard
214 South C Street
Oxnard, CA 93030

Re: Proposed Hilton Hotel Project (the "Hilton Hotel Project")
Oxnard Special Use Permit No. PZ 19-500-03
180 West Esplanade Drive, Oxnard, California

City Council Members:

This letter is being written in support of the Request for Appeal of the Special Use Permit – PZ-19-500-03 – the Oxnard Planning Commission issued on February 18, 2021, in connection with the proposed Hilton Hotel Project. We are the Tenant of the property located at 150 W. Esplanade Drive, Oxnard, California, under the terms of a lease with the property's fee owner, Esplanade Dr Oxnard, LLC. We have also attached a copy of the February 15, 2021 letter from our counsel, Glenn T. Sherman of Freeman, Freeman, Smiley, LLP, to the Planning Commission. Although it was made part of the record for the Planning Commission hearing on February 18, 2021, we would like it to also be made part of this Appeal to City Council (Exhibit 1).

1) We are appealing the Planning Commission's February 18, 2021 approval of the project because it is not consistent with the 2012 redevelopment project approvals for the shopping center that approved the shopping center for retail and service uses only (Food 4 Less Shopping Center Redevelopment Project, Planning & Zoning Permit 12-540-01) (the "2012 Project"). The 2012 Project also had a related Mitigated Negative Declaration ("MND") that was done for it (MND 12-01). That MND analyzed uses limited to retail and service uses only and did not analyze the possibility of a five-story hotel use. Although an MND Addendum was prepared, we believe that because the use of the hotel was never anticipated or analyzed in the original analysis, a new MND was necessary and should have been prepared for the TRU Hilton project.

2) We also object to the TRU Hilton Hotel Project because it includes the following conditions inasmuch as these should have been completed before the Planning Commission approval.

Conditions of Approval 98 and 99:

98. Prior to the issuance of a Building Permit, the Applicant/Operator is to submit a draft Transportation Demand Management Plan (TDMP) that identifies how the internal circulation of the shopping center shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new hotel use. The TDMP should describe solutions that are available through personnel, technology and/or temporary and permanent barriers. Prior to the issuance of a Certificate of Occupancy, the Community Development and Public Works Departments shall approve the TDMP.

99. After implementation of the TDMP, and upon the determination of the Community Development or Public Works Departments that the TDMP created for the hotel use is not functioning effectively, or upon any future modification or expansion of the shopping center, the TDMP shall be comprehensively re-evaluated by the Community Development and Public Works Departments. This TDMP re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff.

The applicant/operator is the hotel owner/operator. To require that the TDMP be prepared only by the hotel operator could disrupt the entire shopping center site. We believe that a TDMP should have been prepared and approved by all of the shopping center owners prior to Planning Commission approval. Further, Conditions 98/99 also lack any wording that require approval or agreement of the TDMP by all the owners of the shopping center. Instead, the City is allowing (and requiring) that the hotel owner create a TDMP, and then be compelled solely to obtain its own approval prior to the TDMP's submission. This shopping center is approved as a "whole" and has multiple owners. Therefore, any conditions of approval for movement and circulation of the shopping center should require approval and agreement by all property owners of the shopping center, and that approval and agreement should have been made part of the TRU Hilton Hotel Project before Planning Commission approval. Please overturn the Planning Commission's decision of approval and do not approve the project before the TDMP is in place between all of the shopping center owners.

153. Prior to issuance of a site improvement permit, Developer shall provide evidence of the recordation of a reciprocal access and parking agreement with the adjacent property owner. (DS-102)

First, the appellant has been granted the following rights under its lease: (i) to approve any reciprocal access and parking agreement to be signed by the adjacent owner, and (ii) to enforce the recorded CC&R's for the shopping center. Second, there are multiple property owners for this site (not just one owner) – so the condition should read, "...adjacent property owner and other owners of the shopping center". Third, currently there is no agreement between the applicant/operator and the adjacent property owner for a hotel use. Thus, the appellant objects to the Planning Commission approval of the TRU Hilton Hotel Project before such reciprocal access and parking agreement was signed and recorded. Using City resources toward this project with such a huge component remaining outstanding seems a poor allocation of time and energy. Please overturn the Planning Commission's decision of approval and do not approve the project before reciprocal agreements are in place between all of the shopping center owners.

Very truly yours,

OXNARD CORPORATE FITNESS, INC.

By:


William A. Barros, Vice President

Attachment: Exhibit 1; Letter to Planning Commission, 2-15-21

EXHIBIT 1

February 15, 2021

VIA EMAIL: Joe.Pearson@oxnard.org

City of Oxnard Planning Division
214 South C Street
Oxnard, CA 93030
Attn: Joe Pearson II, Project Planner

Re: Proposed Hilton Hotel Project (the "Hilton Hotel Project")
Oxnard Special Use Permit No. 19-500-03
Food 4 Less Shopping Center
180 West Esplanade Drive, Oxnard, California

Dear Mr. Pearson:

This letter is being written in connection with the proposed Hilton Hotel Project that is the subject of the application for the Special Use Permit referenced above. We have just received a copy of the Notice of Special Hearing regarding the Hilton Hotel Project, which is scheduled for Thursday, February 18, 2021, at 6:00 p.m. Our firm represents Oxnard Corporate Fitness, Inc., dba Gold's Gym ("Gold's Gym" or "Tenant") in connection with its lease (the "Gold's Gym Lease") with Esplanade Dr Oxnard, LLC (the "Landlord"), who is the fee owner of the property located at 150 W. Esplanade Drive, Oxnard, California.

The property where the applicant for the Special Use Permit intends to construct and operate the proposed Hilton Hotel Project is within a larger retail shopping complex (the "Shopping Center") in which there is a Food 4 Less, a Gold's Gym, and various other retail merchants. The Shopping Center (and all of its parcels) is subject to the Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements dated May 17, 2018, and recorded with the Ventura County Recorder's office on May 24, 2018, as Instrument No. 20180524-00059766-0 (the "CC&R's"). The CC&R's specifically provide that all buildings in the Shopping Center shall be occupied and used for businesses for the retail sale of goods, wares, merchandise and services, in addition to the health club/fitness use.

Pursuant to the terms of the Gold's Gym Lease, the Landlord agreed to enforce the CC&R's for the Tenant's benefit to prohibit any changes, additions and/or alterations that would have a material adverse effect on the Gold's Gym use, access, visibility, and parking, among other things. It also provides that the Landlord assigns to Gold's Gym, on a non-exclusive basis, all rights of the Landlord to enforce the CC&R's against any other owner, tenant or occupant of the Shopping Center. Gold's relied upon those protections in proceeding with the Gold's Gym Lease, and the CC&R's cannot be changed to allow the Hotel without Gold's approval.

Please be advised that the proposed Hilton Hotel Project would violate the CC&R's for, among other reasons:

1. The proposed hotel building's height would exceed the 35-foot height restriction contained in the CC&R's (even if the City waived its height restrictions);

2. A hotel or motor inn at the Shopping Center is expressly prohibited by the CC&R's (even if the City were to approve such a use at the Shopping Center).

3. The Common Area cannot be changed without the prior approval of the Landlord (which, pursuant to the Gold's Gym Lease, cannot occur without the approval of Gold's Gym).

To be clear, and for avoidance of doubt, you are hereby advised that the Hilton Hotel Project will not be allowed under the CC&R's, and Gold's does not approve of the Hotel.

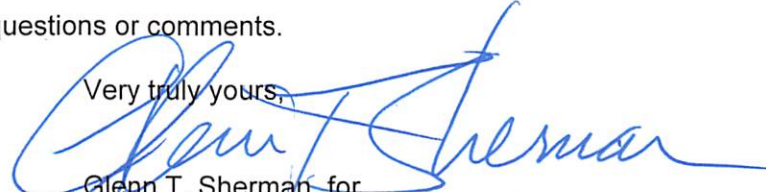
In addition, after researching PZ 12-540-01 and PZ 12-500-01 for the Planned Development Permit ("PD") and the Special Use Permit ("SUP") for the Shopping Center, it is clear that the approvals and findings that were made for the PD and SUP were for the redevelopment of a shopping center for retail and service uses only (uses consistent with the CC&R's). There was no discussion or analysis that included a future hotel use. In fact, the use and development of the 9,120 square foot building pad (identified as Future Building C in the CC&R's) was only analyzed for retail and service uses.

It is also unclear what use may be made of the building pad on the other side of the Gold's Gym (the building identified as Future Building A in the CC&R's). That building and the businesses that may operate in it could further exacerbate any parking and operational problems caused by the unauthorized and unexpected operation of a hotel in what was agreed to be a retail shopping center.

Nothing herein shall waive, limit or prejudice any and all rights and remedies of the Tenant under the CC&R's and the Lease, all of which are expressly reserved.

Please contact me if you have any questions or comments.

Very truly yours,


Glenn T. Sherman, for
FREEMAN, FREEMAN & SMILEY, LLP

4820761.3

ec: Client

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DENYING THE APPEAL AND UPHOLDING PLANNING COMMISSION OF THE CITY OF OXNARD APPROVAL OF PLANNING AND ZONING PERMIT NO. 19-500-03 (SPECIAL USE PERMIT) TO ALLOW THE CONSTRUCTION OF 41,422 SQUARE FOOT (SF) FIVE-STORY HOTEL BUILDING WITH ASSOCIATED PARKING AND SITE IMPROVEMENTS ON AN APPROXIMATELY 1-ACRE PROJECT SITE LOCATED AT 180 WEST ESPLANADE DRIVE (APN: 142-0-310-045), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY MARCUS FRISCO, DEVELOPER, 11913 TARRON AVENUE, HAWTHORNE, CA 90205 ON BEHALF OF RALPHS GROCERY CO., PROPERTY OWNER, 1100 W ARTESIA BLVD., COMPTON, CA 90220.

WHEREAS, in 2012, the Food 4 Less Shopping Center Redevelopment Project (Planning & Zoning Permit 12-540-01) was reviewed and approved, which included a Mitigated Negative Declaration (MND No. 12-01) that identified Potentially Significant Impacts could be reduced to Less Than Significant Impacts with Mitigation Incorporated in the areas of Air Quality, Cultural Resources, Geology and Soils, and Noise; and

WHEREAS, on October 17, 2019, Marcus Frisco (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow for the construction of a 41,422-square foot five story hotel building with 88 hotel rooms on a approximately 1 acre parcel located at 180 West Esplanade Drive (APN 142-0-310-045) within the Food 4 Less shopping center and within the 2030 General Plan land use designation of Commercial General and General Commercial (C-2-PD) zone; and

WHEREAS, on February 18, 2021, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project, to consider Applicant’s request to approve Planning and Zoning Permit No. 19-500-03 (Special Use Permit) to allow the construction of a five-story 88-unit hotel, and associated site improvements on a approximately 1-acre property located within the Food 4 Less shopping center (the “**Project**”) in accordance with Section 16-536 of the Oxnard City Code; and

WHEREAS, Section 16-540 of the Oxnard City Code authorizes the Planning Commission to approve a Special Use Permit; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and

WHEREAS, the Planning Commission found that the Project conforms to the City of Oxnard 2030 General Plan elements thereof and the Oxnard City Code for the reasons set forth in the Planning Commission Staff Report and Resolution 2021-05; and

WHEREAS, Addendum No. 1 to the approved MND No. 12-01 had been prepared to evaluate potential environmental impacts of the proposed Project. The Addendum to the Final MND was prepared pursuant to the requirements of the California Environmental Quality Act

(CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Planning Commission found the Addendum was appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances existed calling for the preparation of a subsequent negative declaration pursuant to CEQA Guidelines § 15162 and 15163.

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning Commission considered the proposed Addendum to the previously adopted MND No. 12-01, and found on the basis of the whole record before it (including the Initial Study and adopted Mitigated Negative Declaration) that with Mitigation Monitoring Reporting Program and imposition of mitigation measures as conditions of approval, there was no substantial evidence that the Project will have a significant effect on the environment, further found that the Addendum to the previously adopted MND No. 12-01 reflects the independent judgment of the City, and adopts the Addendum to the previously adopted MND No. 12-01; and

WHEREAS, the Planning Commission has held a public hearing at which it received and considered oral and written testimony on Addendum to the previously adopted Mitigated Negative Declaration No. 12-01 (MND) for the proposed Project, the Addendum and MND documents are incorporated by reference in Resolution 2021-05; and

WHEREAS, the Planning Commission has held a duly noticed public hearing and received and reviewed written and oral comments related to the Project; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the approval of Special Use Permit PZ No. 19-500-03 for development of a 41,422 square-foot five-story 88-unit hotel located at 180 West Esplanade Drive; and

WHEREAS, on February 18, 2021, the Planning Commission voted 5 - 0, with one Planning Commissioner absent, to adopt resolution No. 2021-05 to approve the Project; and

WHEREAS, on March 8, 2021, the Appellant filed a timely Appeal application with the City of the decision of the Planning Commission's approval of Planning and Zoning Permit No. 19-500-03 within 18 days after the Planning Commission action pursuant to Sections 16-544 and 16-545 of the Oxnard City Code ("OCC"); and

WHEREAS, on April 20, 2021, the City Council conducted a duly noticed public hearing to consider the Appellant's Appeal of the Planning Commission's decision to Approve Planning and Zoning Permit No. 19-500-03 (Special Use Permit) in accordance with OCC Sections 16-530 through 16-553; and

WHEREAS, on April 20, 2021, the City Council also reviewed all of the information provided in the staff report, attachments, environmental document, and considered the testimony

given at the public hearing, including all written communications to the Planning Commission, as well as other pertinent information; and

WHEREAS, on April 20, 2021, the City Council deliberated the merits of the Project and Appeal and made a motion to Deny the Appeal and uphold Planning Commission's Approval of Planning and Zoning Permit No. 19-500-03.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council and Planning Commission Staff Reports and all attachments thereto, the City Council finds:

(1) The proposed use is in conformance with the City of Oxnard General Plan and other adopted standards.

As described in the Staff Reports, the Project's commercial uses are consistent with the General Plan land use designation and zoning. The Project also includes a request for additional building height and a reduction of the parking requirements.

As discussed in detail in the Planning Commission Staff Report, including Attachments E and F, the Project, as designed and conditioned, meets all applicable development standards with the approval of the Special Use Permit to allow for a increased building height, number of stories, and administrative relief under OCC 16-651(B)(4), "Decrease in required parking spaces" to reduce the number of required parking spaces for the shopping center.

Therefore, the Project is in conformance with the 2030 General Plan and the elements thereof and other adopted standards.

(2) The nature, condition, and development of adjacent uses, buildings, and structures shall be considered, and no proposed special use permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

As described in the Staff Reports, the use is consistent with uses considered and permitted by the General Commercial Planned Development (C-2-PD) zone that is the consistent zone designation for the General Plan Commercial General land use designation. The surrounding uses are characterized by commercial uses. The Project as designed and conditioned will be architecturally compatible with the surrounding area and will enhance and improve the existing conditions of the site and neighborhood. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, Traffic Codes and Planning Division requirements. Therefore, as conditioned, the use and improvements are not expected to have adverse effects or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

(3) The site that is subject to the special use permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and all items required by the conditions of approval.

As described in the Staff Reports, the Project as designed and conditioned meets the development standards of the General Commercial Planned Development (C2-PD) zone as described above in Finding Section 1(1). As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City's design standards.

(4) The site that is subject to the special use permit shall be served by streets and highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

As described in the Staff Reports, the Project is located within an existing shopping center and will be accessed from Esplanade Drive via the existing driveways. Therefore, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the Project site will operate at acceptable levels of service.

(5) The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

As described in the Staff Reports, the Project is considered infill and will be constructed on an existing pad within an existing shopping center. Furthermore, the Project will be served by existing City of Oxnard water and sewer mains and adequate Fire Protection will be provided as determined by the Development Advisory Committee. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit. Therefore, the site for the proposed use will be provided with adequate sewage, water, fire protection and storm drainage facilities.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), has reviewed Addendum No. 1 to MND No. 12-01, which previously found four potential areas of significant impacts (Air Quality, Cultural Resources, Geology and Soils, and Noise) for which mitigations are identified that reduce the impacts to a less than significant level. No additional potentially significant impacts were identified in the Addendum prepared for this Project, and the original mitigation will remain applicable. These mitigations have been included in the Project conditions of approval. The Addendum found that the proposed Project would not result in a development footprint beyond what was analyzed in the MND No. 12-01 and would be subject to applicable federal, state, and local regulatory measures. Therefore, the City Council has determined that minor changes are proposed to the Project for which MND No. 12-01 was previously approved; that an Addendum is the appropriate environmental document to evaluate the minor changes; that there is no substantial evidence that the Project would result in new or substantially more significant impacts than those identified in the MND No. 12-01. Accordingly,

none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report or Negative Declaration pursuant to CEQA Guidelines § 15162 through 15164 would occur.

SECTION 3. Based on the findings set forth herein, the City Council hereby denies the Appeal of the Planning Commission's approval and upholds the Planning Commission's approval of Planning and Zoning Permit No. 19-500-03 (Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the City Council shall be final.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

PASSED AND ADOPTED THIS _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
A	City Attorney	L	Planning Division
S	Dev Services/Eng Dev/Inspectors	R	Traffic Division
D	Police Department		Building Plan Checker
C	Source Control	D	Fire Department
K	Landscape Design	E	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated April 20, 2021, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a Minor Modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a Major Modification to the plans is approved by the Planning Commission. A Minor Modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A Major Modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)

5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)

6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)

7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)

8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)

10. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)

11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)

12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)

13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)

14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

16. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, PK-1)

17. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)

18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)

19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensue compliance (PK, PK-4)

20. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)

21. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)

22. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)

23. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)

24. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

25. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

26. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

POLICE DEPARTMENT CONDITIONS

Exterior Lighting

27. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline

28. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.

29. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:

30. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.

31. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.

32. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.

33. Exterior lighting of the site including parking areas shall be between 1 and 7-foot candles and shall be in harmony with existing adjacent lighting scheme.

34. All exterior lighting shall operate from dusk to dawn.

35. LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).

36. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.

37. Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This plan shall include all outdoor areas as well as the parking facility. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. Luminaires used in the photometric calculations shall only include those instruments mounted 8-feet or more above the walking/driving surface. This plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits.

Security Camera Systems

38. A security camera system shall be installed and operated 24-hours a day to monitor the activity at the site. The system shall be designed to capture images of all persons and all vehicles that enter the site. Cameras shall also be distributed throughout the site to capture general activities. The camera system shall comply with these minimum standards:

a. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.

b. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.

c. Cameras shall have low light capability to facilitate the later identification of persons involved in criminal or problem activities.

d. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.

e. The video system shall allow recording, live viewing and playback of recorded video for a period of a period of at least 30 days.

f. Recorded images shall bear a date and time stamp that cannot be altered.

g. All entry doorways to the premises shall be monitored by a camera or cameras that are strategically mounted to capture quality images of the heads and shoulders of persons who enter. Such cameras shall be mounted no higher than 7-feet above the floor/ground.

h. Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.

i. A camera shall be dedicated to capture an image of any person accessing the call system at the exterior of the primary entrance.

39. Site management shall provide in a timely manner any digital records of security camera or access control systems requested pursuant to a police investigation or for the periodic inspection of equipment required under these conditions.

40. Prior to the issuance of the Certificate of Occupancy the developer shall submit via specialprojects@oxnardpd.org one daytime and one nighttime still image generated from each camera monitoring a pedestrian entrance to the site illustrating the image of a person or vehicle entering the site. The intent of this provision is to illustrate that each camera is properly mounted and focused to capture images required under subsections “g” of Condition No. 38.

Security Plan

41. A Security Plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits. The plan shall include:

42. The Security Plan Sheet that identifies the location of each security camera, camera recording/support equipment, all elements of an access control system, and any safe or secure room or rooms designed to maintain valuable assets or records.

43. The Security Plan shall include a chart shall identifying each camera by an alpha-numeric, the scope of their capture area, placement of the camera above the floor/ground, make and model of the instrument, type of camera (dome, PTZ, etc.).

44. The Security Plan shall identify any area which is served by an intrusion/burglary alarm system.

45. The Security Plan shall identify all the components of the access control system their location and a chart that identifies each instrument with an alpha-numeric with the device name, make and model.

46. Any digital records from the security camera system or access control system shall be made available to any representative of the Oxnard Police Department in a timely manner upon request related to any official police investigation. If requested, the site manager shall upload or email any digital records at the request of a representative of the Oxnard Police Department.

Landscape

47. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment.

48. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based a tree’s canopy size at twenty-year maturity.

49. Creeping fig or similar climbing vine shall be used to dissuade the application of graffiti on CMU walls.

50. Trees shall be maintained so that the canopies do not interfere with pedestrian or vehicular traffic and safe sightlines are maintained.

51. Graffiti shall be removed or painted over within 24-hours of application. Site management shall maintain a supply a paint to match the building’s exterior color scheme.

Signage

52. All vehicular entrances to the parking area shall be posted in compliance with California Vehicle Code 22658(a). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)

FIRE DEPARTMENT STANDARD CONDITIONS

53. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)

54. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)

55. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)

56. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)

57. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)

58. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)

59. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)

60. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)

61. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)

62. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, F-11)

63. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)

64. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, F-13)

FIRE DEPARTMENT SPECIAL CONDITIONS

65. Class I standpipe will be required in each stairwell.

66. All elevators are required to be Gurney size elevators.

67. Before the City Issues a Certificate of Occupancy, the Developer shall install a Knox Key Vault at a location to be determined by the Oxnard Fire Department.

68. All Trash enclosures shall require Fire Sprinkler coverage.

69. Landscaping shall maintain a minimum 3-foot clearance around Fire Hydrants, Backflows, Post Indicator Valves (PIV) and Fire Department Connections (FDC)

70. Fire sprinkler coverage is required for:

71. Patios, overhangs or any other projections that are 48" or more from the structure.

72. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.

73. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.

PLANNING DIVISION STANDARD CONDITIONS

74. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)

75. Any application for a Minor Modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)

76. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission in all sets of construction documents and specifications for the project. (PL, PL-3)

77. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)

78. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)

79. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)

80. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

81. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)

82. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)

83. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, PL-11)

84. During construction, Developer shall control dust by the following activities:

a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub

sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, PL-12)

85. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, PL-13)

86. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, PL-14)

87. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)

88. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).

89. Developer shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, PL-17)

90. Developer shall pay applicable impact fees, including but not limited to the fees authorized by City Council Resolution 15,329 (Growth Requirement Capital Fee, Park and Recreation Fee, Traffic Circulation Fee, Storm Drainage Fee, Mobility Fee, Public Art Program Fee, and Utility and Undergrounding in-Lieu Fee) and for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, park, public art, and General Plan maintenance connection and/or impact fees before issuance of building permits.

91. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. (PL, PL-50)

92. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit.

Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)

93. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, PL-42)

94. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, PL-43)

95. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, PL-47)

96. Developer shall stripe loading zones for loading and unloading activities only and post to prohibit storage or other non-loading activity within the loading zone. (PL)

PLANNING DIVISION SPECIAL CONDITIONS

97. Prior to the issuance of building permits, the Developer shall include in the plans submitted for plan check a construction staging plan. The staging plan shall identify the construction staging area, and any drive aisles and parking that will be impacted by the construction. The plan shall provide for adequate vehicular and pedestrian access and circulation, within the shopping center.

98. Prior to the issuance of a Building Permit, the Applicant/Operator is to submit a draft Transportation Demand Management Plan (TDMP) that identifies how the internal circulation of the shopping center shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new hotel use. The TDMP should describe solutions that are available through personnel, technology and/or temporary and permanent barriers. Prior to the issuance of a Certificate of Occupancy, the Community Development and Public Works Departments shall approve the TDMP.

99. After implementation of the TDMP, and upon the determination of the Community Development or Public Works Departments that the TDMP created for the hotel use is not functioning effectively, or upon any future modification or expansion of the shopping center, the TDMP shall be comprehensively re-evaluated by the Community Development and Public Works Departments. This TDMP re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff.

100. No alcohol use of any type is approved as a part of this action. A separate alcohol use request must receive a Special Use Permit approved by the City and Alcohol Beverage Control prior to inauguration of the use.

101. If pets are to be allowed at the hotel facility, the hotel shall provide for appropriate pet facilities within the hotel area. These facilities shall include, but are not limited to pet relief areas and waste stations. Waste stations shall be regularly cleaned and stocked with disposal bags, at all times.

102. Applicant shall submit payment of outstanding discretionary permit and environmental processing fees associated with the development project. Funds shall be deposited prior to issuance of a grading permit. (PL).

103. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)

104. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)

105. Project shall comply with conditions of approval and applicable mitigation measures identified in the Food 4 Less Shopping Center Redevelopment Planned Development (PZ 12-500-01) and Mitigated Negative Declaration No. 12-01.

Air Quality

106. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacture's specifications. (MND, C-1)

107. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)

108. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)

109. During construction, Developer shall control dust by the following activities:

110. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

111. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)

112. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)

113. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)

114. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)

115. Prior to issuance of demolition permits for any structure on the site, Developer shall provide evidence of notifying the Air Pollution Control District of such demolition. Demolition and/or renovation activities shall be conducted in compliance with APDC regularities regarding Asbestos (Rule 63.7). (MND, C-8)

116. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)

117. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

Cultural Resources

118. Developer shall contract with a qualified archaeologist to conduct a Phase I cultural resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at CalState Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities.

119. The contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. The archaeologist shall evaluate the discovery

and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the survey. (MND, E-1)

120. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a [monthly, weekly, daily—Pick as appropriate for the size of the project] report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

Geology and Soils

121. The Applicant shall submit a site specific soils investigation prepared by a licensed geotechnical engineer. At a minimum, the study shall include liquefaction and compressible soils characteristics on-site and shall identify any necessary construction techniques of other mitigation measures to prevent significant liquefaction/compressible soils impacts on the proposed project. All recommendations of said report shall be incorporated into the project. Developer shall submit the report to the Building Official for review and approval prior to issuance of building permits.

Noise

122. During all excavation and grading on site, the project contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufactures' standards.

123. Construction activities should be limited to 7 a.m. and 7 p.m. daily in accordance with City Ordinances restricting construction times at the time of construction, whichever is more restrictive.

ENVIRONMENTAL RESOURCES DIVISION

124. A Construction and Demolition Waste Management Plan (“C&D Plan”) must be submitted to the Environmental Resources Division for review and approval prior to issuance of a building permit. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill.

125. After completion of construction and prior to a certificate of occupancy being issued, a Construction and Demolition Waste Management Report (“C&D Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities.

126. An Occupancy Plan (“Occupancy Plan”) must be submitted to the Environmental Resources Division prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, including food waste, will be managed on site to be in compliance with applicable state laws (AB 939, AB 341, AB 1826, SB 1383); how hotel

management staff will participate in the program; and how guests will be educated about the program and encouraged to participate. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities.

127. Any/all landscaping waste that is generated must be diverted from landfill disposal; material of this type is not allowed in a trash dumpster. If landscaping is performed by an outside source, the landscape service providers must be informed, in writing, of this condition.

128. Any new waste enclosures must be sized and constructed according to the Materials Management and Design Guidelines. The guidelines can be found at <https://www.oxnard.org/wp-content/uploads/2020/09/Design-Guidelines-for-Recycling-Waste-Collection-1.pdf>.

129. Recycling containers are required to be provided near the point of use in common areas, and adjacent to any trash collection containers, for patrons to dispose of their recyclable waste. Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content. To be consistent with City collection standards, containers for recycling shall be blue in color.

130. The hotel must provide literature in each guest room explaining the importance of recycling, what can be recycled, and providing suggestions for source reduction, as well as water and energy conservation.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

131. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)

132. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)

133. Developer shall protect building pads from inundation during a 1% chance (100year) storm. (DS-5)

134. Each structure shall be served by separate sewer and water services in accordance with City Code. (DS-8)

135. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) or USB portable drive containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD or USB portable drive containing all changes that occur during construction. (DS-16)

136. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)

137. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)

138. Developer shall pay the cost of all inspections of onsite and offsite improvements. (DS-22)

139. Developer shall be responsible for all project related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)

140. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

141. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)

142. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "asbuilt" plans after project completion. Developer's submittal of certified "asbuilt" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

143. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)

144. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)

145. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)

146. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross connection control. (DS-59)

147. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)

148. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)

149. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

150. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)

151. In non-residential developments where fifty or more persons are employed, Developer shall include a transportation information center stocked with bus schedules, rideshare information, and related information on alternative methods of transportation. Developer or owner shall update such information at least once a month. (TR-77)

STORMWATER QUALITY CONDITIONS

152. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP".) The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

153. Prior to issuance of a site improvement permit, Developer shall provide evidence of the recordation of a reciprocal access and parking agreement with the adjacent property owners. (DS-102)

154. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be

provided to the Development Services Division prior to issuance of a building permit. (DS-105)bus

155. Developer is required to provide evidence of a recorded agreement allowing use of a trash enclosure located on an adjacent property. (DS)

156. Developer claims exemption from installation of post-construction stormwater quality best management practices based upon a recent upgrade of the surrounding shopping center site to comply with the 2011 Technical Guidance Manual for Stormwater Quality Control Measures. Prior to issuance of a site improvement/grading permit, Developer shall provide a description of the existing devices serving the property and evidence of ongoing maintenance of all stormwater quality devices previously installed that treat this site. Developer shall also provide evidence of recordation (existing or a new document) of a stormwater quality maintenance plan that holds the owner of this property perpetually responsible for ongoing stormwater quality device maintenance. (DS)

157. Developer's engineer shall provide a written drainage analysis demonstrating that the proposed project drainage pattern conforms to the previously designed drainage system for the shopping center and that all stormwater quality devices are properly located to treat proposed project runoff patterns.

158. Developer shall provide written evidence that the existing stormwater treatment system serving this site is certified by the State Water Resources Control Board Executive Director as a "Full Capture System Device" in compliance with the Statewide Trash Amendments ("Amendments") or shall upgrade the existing system as required to meet the Amendments. (DS)

159. If Developer proposes (current or future) food preparation, cooking, or similar food services at this site, Developer shall install a grease interceptor on the wastewater system prior to discharge into a public wastewater main. The trash enclosure serving the food services area shall also be provided with an internal drain that is connected to the grease interceptor. (DS)

160. A written authorization from the adjoining property owner granting permission to perform the work to construct the trash enclosure shall be provided prior to the issuance of the site improvement permit. (DS)

161. The proposed trash enclosure structure and foundation shall not encroach into the adjoining property unless a recorded easement granting permission for such encroachment has been provided to the City Engineer prior to the issuance of construction permits. (DS)

TRAFFIC DIVISION SPECIAL CONDITIONS

162. Prior to the issuance of the project's certificate of occupancy, Developer shall install LED solar lighting to the two existing bus shelters located at the westbound bus route along Esplanade Drive fronting the project site. Specifications of the LED solar lighting kit shall be per the City of Oxnard standard. Final specifications and configuration of the LED solar lighting shall be approved by the City Traffic Engineer. (TR)

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 20th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Appeal of the Planning Commission's Decision to Approve Special Use Permit No. 19-500-03 for Tru Hilton Project 180 West Esplanade Drive

Joe Pearson II, AICP, Senior Planner
Scott Kolwitz, Planning & Environmental Services Manager
Vyto Adomaitis, Community Development Director
Community Development Department

City Council
April 20, 2021



Planning Commission Approved Project Description (SUP)

2

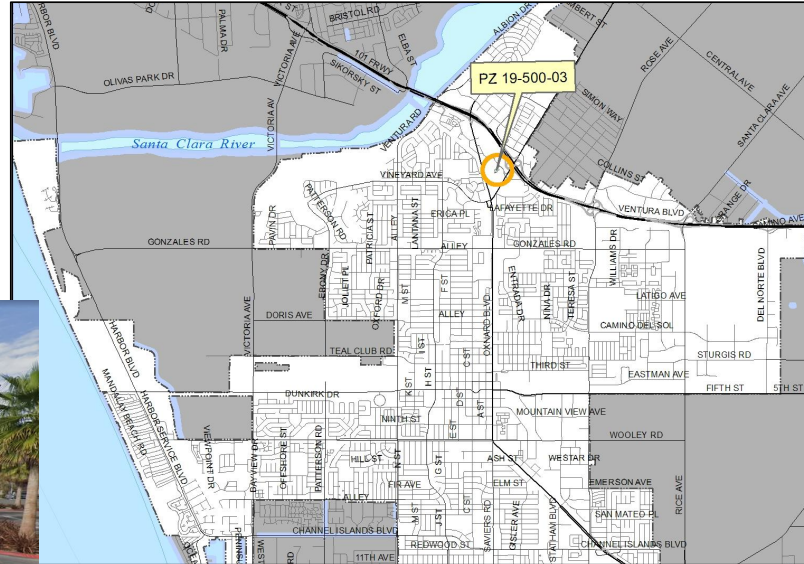
- **A request for a Special Use Permit (SUP) to allow for the construction of a new 88-room hotel on approximately 1-acre within the 14.5-acre Food 4 Less Shopping Center:**
 - 41,422 square feet hotel
 - 5-story
 - Modification to allow the building to exceed 2-stories or 35 feet
 - 88 parking spaces
 - Grant administrative parking relief to allow for a decrease in the number of parking spaces for the overall shopping center provided through shared parking agreement
 - Minor landscaping and infrastructure improvements

Project Location

3

Subject Site: 180 West Esplanade Drive

Located within the existing Food 4 Less Shopping Center



Project Location

4



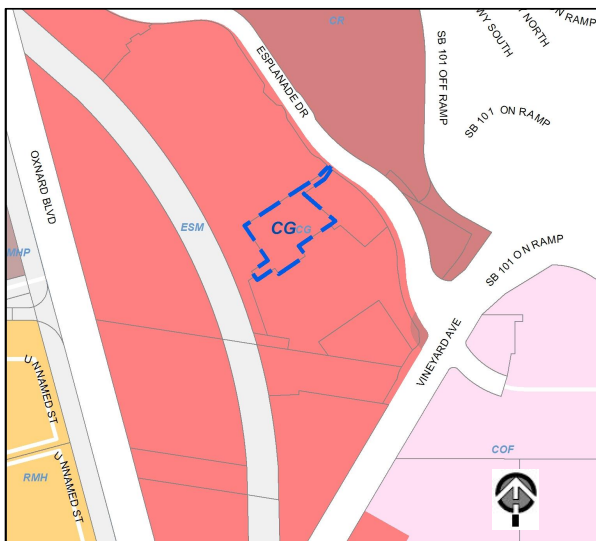
Aerial-View



LOCATION	GENERAL PLAN	ZONING	EXISTING LAND USE
Project Site	Commercial General	C-2-PD	Shopping Center
North	Commercial Regional	C-2-PD	Across Esplanade Drive: The Esplanade Shopping Center.
South	Commercial General	C-2-PD	West side of Vineyard Ave: Vacant Site General Commercial; Commercial/Office Uses.
East	Commercial Office	C-2-PD	Across Vineyard Avenue: Financial Towers/Office Buildings
West	Easement & Commercial General	<u>ESM-RW</u> & <u>C-2-PD-AH</u>	Union Pacific Railroad: vacant Commercial Building (former Levitz)

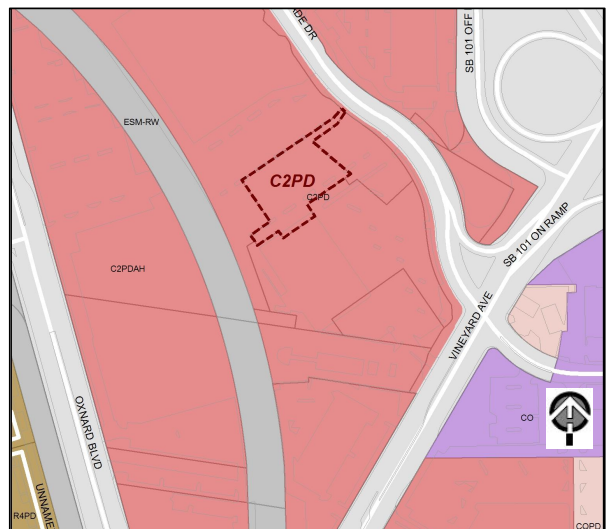
General Plan & Zoning Maps

General Plan Land Use Designation



Commercial General (CG)

Zoning Designation

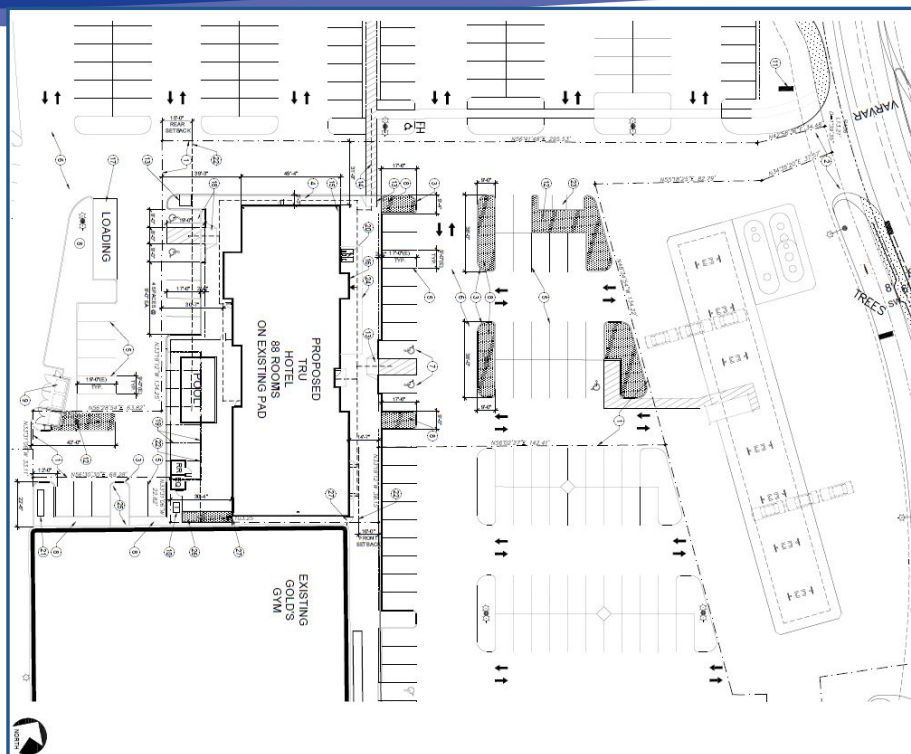


General Commercial-Planned Development (C-2-PD)

- In 2012, City Council approved a Special Use Permit (Planned Development Permit) for the redevelopment of the shopping center.

Pad/Food 4 Less Project Component	Square Footage	Current Use/Status
A: New retail building	6,627	Vacant building pad
B: Rehabilitated retail building	44,900	Gold's Gym
C: New retail building	9,120	Vacant building pad – Tru Hilton Project Site
D: Retail building replacement	84,000	Food 4 Less
E: Gas station	30,454	Gas station
F: Rehabilitated retail building	18,432	Offices

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Background: Planning Commission Hearings

February 18, 2021:

- Public hearing held to consider Planning & Zoning Permit No. 19-500-03 requesting approval of a Special Use Permit.
- Staff recommended approval.
- At the public hearing, the Commission heard public testimony, deliberated, and made a Motion to approve the project as they could make all of the Findings required to grant the Special Use Permit.

March 8, 2021

- The Appellant filed a timely Appeal application with the City.

Grounds of Appeal 1: “the project is not consistent with the 2012 redevelopment project approvals for the shopping center that approved the shopping center for retail and service uses only (Food 4 Less Shopping Center Redevelopment Project, Planning and Zoning Permit 12-540-01)(the “2012 Project”). The 2012 Project also had a related Mitigated Negative Declaration (“MND”) that was done for it (MND 12-01). That MND analyzed uses limited to retail and service uses only and did not analyse the possibility of a five-story hotel use. Although an MND Addendum was prepared, we believe that because the use of the hotel was never anticipated or analyzed in the original analysis, a new MND was necessary and should have been prepared for the TRU Hilton project.”

Staff's Response - Grounds of Appeal 1

1. The Food 4 Less Shopping Center Redevelopment Project, Planning and Zoning Permit 12-540-01 (PZ 12-540-01) or “2012 project” did not limit the uses allowed within the shopping center.
2. The Appellant has failed to identify, pursuant to the State CEQA guidelines, why the Addendum was not sufficient and a new MND should have been prepared.

General Plan Consistency

- The development of the proposed hotel furthers many of the policies identified in the 2030 General Plan.

Some of the key policies are:

- Community Development Policy 1.2 - Infill Development, Priority to Mixed Use
- Community Development Policy 4.2 - Commercial Revitalization and Redevelopment
- Community Development Policy 9.2 - Revitalization and Redevelopment
- Community Development Policy 18.1 - Attract new Business
- Infrastructure and Community Services Policy 9.2 - Development Has Adequate Parking

Zoning Consistency

- The Project would be developed under the "General Commercial-Planned Development" (C-2-PD) zone district.
 - Hotel allowed with a Special Use Permit
- Two variations from the standards are being requested:
 - Allowance for the building to exceed two stories or 35 feet pursuant to OCC Sec. 16-137
 - A reduction in the required parking from 792 to 632 pursuant to the approval of a administrative parking relief under OMC 16-651(B)(4)

Prior Environmental Review

- The previous redevelopment associated with the Food 4 Less Shopping Center Redevelopment Project was analyzed through a Mitigated Negative Declaration (MND No. 12-01).
- Potential environmental impacts associated with the project were identified throughout the MND, along with applicable mitigation measures.
- The MND No. 12-01 identified Potentially Significant Impacts, which could be reduced to Less Than Significant Impacts with Mitigation Incorporated, in the areas of Air Quality, Cultural Resources, Geology and Soils, and Noise.
- No Significant and Unavoidable Impacts were identified in the MND No. 12-01.

What is a CEQA Addendum

- Amendment to a previously certified environmental document.
- Pursuant to the CEQA guidelines an addendum to a negative declaration is the appropriate environmental document in instances when “only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.”

Environmental Review

- An Addendum to the Mitigated Negative Declaration (MND) that was prepared and adopted for the Food 4 Less Shopping Center Redevelopment Project on October 16, 2012 was prepared.
- The Addendum for the Tru Hilton Project analyzed the changes between the original project and the proposed project (9,120SF of Commercial to 41,422SF Hotel).

Environmental Review

- For all issue areas, the Addendum concludes that that Project would not result in new or substantially more severe impacts than those identified in the prior MND, with the incorporation of the previously identified mitigations.
- The previously identified mitigations in the areas of Air Quality, Cultural Resources, Geology and Soils, and Noise, have been incorporated into the conditions of approval.

Environmental Review

- The Planning Commission determined that, on the basis of substantial evidence in the light of the whole record, none of the triggers included in Section 15162(a) of the State CEQA Guidelines required the preparation of a subsequent EIR (or negative declaration), and sufficient evidence was provided to justify utilization of an addendum pursuant to the relevant provisions of the State CEQA Guidelines as implemented by the City of Oxnard.

Appellant's Grounds of Appeal 2

Grounds of Appeal 2: The Appellant also objects to the TRU Hilton Hotel Project because it includes conditions of approval 98, 99, and 153 insomuch as these should have been completed before the Planning Commission approval.

1. The Appellant's assertion that the hotel owner is solely responsible for approving the TDMP is incorrect. The City has final approval authority of the TDMP.

The purpose of the TDMP is to proactively implement operational conditions to maintain and / or improve circulation and compatibility.

Operational items could include things such as:

- Expedited check-in services,
- Guest information provided prior to arrival, and/ or
- Valet program

TDMP does not require approval of other businesses / property owners.

2. The Appellant reference to their lease agreement is irrelevant as the City is not responsible for enforcing private lease agreements. The City processes applications in compliance with the OCC & project conditions. The existing shopping center has an existing blanket shared parking and access requirements for the shopping center, which must remain in effect for the life of the project.
3. Condition of Approval #153 is not a new requirement, and was included only to reconfirm that the Tru Hilton Project was still subject to the requirement for reciprocal access and parking. If the Shopping Center fails to maintain the required reciprocal access and parking for all properties and uses within the shopping center per the conditions of approval for PZ 12-540-01, the permit for the entire shopping center would be subject to revocation pursuant to OCC Section 16-552.

Letter Issue 1: This letter expressed concern with the project's inconsistency with the CC&Rs for the property.

Letter Issue 2: The letter also raised concerns that the proposed project and future uses would exacerbate parking problems on the site.

Staff's Response - Appellant's Comment Letter

1. The City is not a party to the CC&Rs for this property, and thus they are a private agreement between the property owners and are not enforced by the City.
2. The City's Traffic team independently reviewed the study, and they agreed with the determination that the off-street parking provided is sufficient to serve the anticipated demand of the Project and surrounding shopping center.

Development	Requirement for OCC Section 16-622(F)	Parking Study Peak Demand	Proposed	Complies?
Tru Hotel	88 rooms without kitchenette = <u>88 spaces</u>	88 spaces	632 shared spaces	Yes, Pursuant to approval of parking study and recordation of a reciprocal parking agreement
Food 4 Less	1 space / 250 square feet 84,178 square feet = <u>337 spaces</u>	124 spaces		
Retail Commercial	1 space / 250 square feet 34,247 square feet = <u>137 spaces</u>	63 spaces		
Health and Fitness Club	10 spaces for each health club plus 1 space for every 200 square feet of gross floor area in excess of 1,000 gross square feet = <u>230 spaces</u>	297 spaces		
Total Project	792 spaces	572 spaces	632 spaces	

Recommendation

That the City Council:

- Approve Addendum No. 1 to Final Mitigated Negative Declaration No. 12-01; and
- Adopt the Resolution denying the Appeal and upholding the Planning Commission's approval Planning and Zoning Permit No. 19-500-03 (Special Use Permit), subject to certain findings and conditions.



Questions



PUBLIC SAFETY COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: April 20, 2021

TO: Public Safety Committee

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Agreement A-8317 with Falck Mobile Health Corporation ("Falck") for three years, with an option to renew for an additional two years, not to exceed \$7,143,621 (Year 1), \$6,862,321 (Year 2), \$6,514,727 (Year 3), \$6,683,131 (Year 4), and \$6,826,999 (Year 5) for ambulance transport services and Purchase Order with Stryker Medical. (0/10/10)

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute Agreement A-8317 with Falck Mobile Health Corporation ("Falck") for three years, with an option to renew for an additional two years, not to exceed \$7,143,621 (Year 1), \$6,862,321 (Year 2), \$6,514,727 (Year 3), \$6,683,131 (Year 4), and \$6,826,999 (Year 5) for ambulance transport services; and
2. Approve and authorize the Mayor to execute a purchase order and a conditional sales agreement in the amount of \$492,381.11 for the purchase of 10 EKG Monitors and 10 Stair-Pro Chairs using Stryker Flex Pay to be placed on ambulances operated by Falck in the City; and
3. Authorize the City Manager to approve and execute amendments to Agreement A-8317 within the City Manager's annual authorization as may be amended from time to time.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/B1NAq2Midgw>

BACKGROUND

Currently the City of Oxnard contracts with the County of Ventura, for the provision and administration of ambulance services via the Agreement for Joint Exercise of Powers Relative to the Regulation of Ambulance Service and the Licensing Thereof (JPA). Over the last 10 years the City has experienced a decline in ambulance services, disproportionate delays in low-income areas, and a lack of reinvestment into the City's Emergency Medical Services (EMS) System.

The City has been unsuccessful in addressing these growing concerns through the means allowed for under the JPA, which is the agreement currently in effect that governs ambulance and medical services countywide. In 2010, Gold Coast Ambulance (GCA) was sold to American Medical Response ("AMR"). Prior to 2010, GCA

was a small, locally owned and operated ambulance provider. Managed by local residents, GCA engaged directly with and was responsive to the community, fire agencies and other area stakeholders. Before its acquisition by AMR, GCA operated only within the boundaries of County Ambulance Service Area 6 (ASA 6), which encompasses Oxnard, achieving ambulance response time compliance averages between 96% and 97%. After the purchase of GCA, Oxnard Fire Department (“Oxnard Fire”) noted incremental changes to management, ambulance staffing levels, unit redeployment to other service areas, reduced engagement with Oxnard Fire, and limited-to-no community reinvestment. Between 2015 and 2017 regular meetings between Oxnard Fire personnel and GCA staff dwindled to a halt. In an effort to improve services, Oxnard Fire began exploring methods to enhance prehospital care. In 2018, the City enhanced services via the development and implementation of a Fire Department First Responder Advanced Life Support program (FRALS). This program, which began development in 2017, was born out of the Fire Department’s frustration concerning poor ambulance performance to the City’s socioeconomically disadvantaged regions within south Oxnard. Data obtained from Ventura County Emergency Medical Services Agency (VCEMSA) by Oxnard Fire personnel was subsequently analyzed by Oxnard GIS. This analysis revealed a troubling correlation of increased ambulance delays by GCA: the ratio of delayed responses in various areas within Oxnard increased in proportion to the number of low -to moderate-income residents living in the areas. Through a combination of contractual response time “exemptions” and “extensions,” favorable call density and response geography, GCA technically met its contractual “compliance” obligation to VCEMSA. With Oxnard completely dependent on GCA for not only ambulance transport but also paramedic services, delayed ambulance responses also resulted in delayed paramedic advanced life support treatment. Because it lacked a contractual mechanism to force GCA to enhance south Oxnard services, VCEMSA supported the creation of the Oxnard Fire FRALS program. Utilizing a combination of Community Development Block Grants and special appropriation from Measure O, Oxnard Fire successfully launched enhanced EMS to South Oxnard residents in November of 2018. Within the first year of the program launch a measurable improvement in paramedic response times were noted. In the first 3 months a 20 percent improvement in ALS response time was observed. Under its current contract with the County and VCEMSA, GCA must respond to “Code 3” 911 calls for immediate emergency assistance within 8 minutes, 90% of the time. The contract further provides GCA a two-minute response time extension whenever fire agency FRALS units arrive at an emergency scene prior to an ambulance. Oxnard Fire protested this contract provision, which VCEMSA rejected. Subsequently, GCA leveraged the two-minute extension to redeploy resources outside the City and ASA 6. Rather than bear the expense to deploy additional ambulances to provide adequate coverage in other ASAs, GCA and parent company AMR chose to reduce coverage levels in Oxnard, relying on the two-minute response time extension in its contract with the County and VCEMSA. GCA’s reliance on Oxnard Fire FRALS to obtain the contractual two-minute response time extension became pronounced and obvious in June and July of 2020 when Squad 68 was placed out of service due to COVID-19 related budget constraints. Using compliance data provided directly to Oxnard from VCEMSA, GCA’s Code 3 response time compliance rate—including all contractual exemptions—dropped sharply to 91.74%, the lowest rate on record for GCA. Contributing to its poor performance, GCA reduced its daily ambulance deployment from six or seven units to five units.

Although the winter COVID-19 surge created an increase in call volume, GCA provided only five constantly staffed ambulances to the City. Preliminary estimates reveal a 13% increase in cardiac arrest responses between 2019 and 2020 with as much as 30% of overall cardiac arrest call volume occurring in late November through December. As GCA failed to increase staffing in the face of a pandemic, Oxnard Fire took action. Committed to serving the Oxnard community, the City Manager approved Oxnard Fire staffing all available Firefighter/Paramedics on engines throughout the City.

This action led to increased paramedic staffing during the most critical months of the winter COVID-19 surge. Gold Coast’s contract with the County and VCEMSA has no provisions requiring reinvestment of

ambulance service revenues within Oxnard, nor does it significantly penalize the private provider for delayed responses. Simply put, GCA and AMR are allowed to deploy, redeploy, and take out of service, ambulances with impunity so long as they meet certain “compliance” standards set forth in their contracts with the County and VCEMSA. These contracts are locked during its 5-to-10-year cycle. The contracts provide no incentive to GCA and AMR to do more than meet their contracts’ minimum standards. The County and VCEMSA have contracted with GCA (formerly Oxnard Ambulance) for 40 years without soliciting other providers or exploring new service model options through a competitive bidding process. The current agreement between the County and VCEMSA and GCA incentivizes efficiency over coverage and system resiliency. This “system” has allowed GCA and AMR to implement profit-driven deployment and response models, which move ambulances from some of the City’s most disadvantaged communities to provide service in more affluent communities located in the County. GCA and AMR use Oxnard-based ambulances in this manner to meet AMR’s contractual requirements in other ASAs in the County without incurring the increased expense of deploying additional ambulance transport units and staff. In analyzing the impact of GCA’s and AMR’s deployment decisions, the City evaluated the satellite and dispatch data of GCA ambulances from 2017-2019. The evaluation, conducted by Oxnard GIS, revealed that, over the 3-year period GCA ambulances assigned to and stationed from Oxnard, spent 24% of their total unit hours providing service to areas outside the City with less than a 1% reciprocal service by its parent company AMR. The compliance standards, lack of deployment rules, response delay exemptions, and failure to create meaningful contract protections for cities has directly resulted in this reduced level of service.

City Council received a report on the Emergency Medical Services System Valuation and Deployment Study presented by Oxnard Fire and AP Triton Consultants on December 1, 2020. At that time, City Council approved Resolution 15,399 to assert the City’s statutory right to provide ambulance and emergency medical services pursuant California Health & Safety Code section 1797.201 and authorizing the City Manager to withdraw from the JPA created by the County of Ventura.

The City’s withdrawal from the JPA takes effect on July 1, 2021, and it will begin operating a municipal prehospital EMS and ambulance system on that date. As a result, the City requested proposals from qualified ambulance transport companies to contract with the City to provide emergency medical and ambulance services as a component of the City’s municipal prehospital EMS and ambulance system, and received a responsive proposal from Falck. The City will provide ten (10) LifePak 15 V4 Monitor/Defibrillators and ten (10) Stair-Pros, one for each vehicle deployed by Falck in the City of Oxnard.

On March 16, 2021, City Council awarded and authorized the Mayor to Agreement A-8299 with Wittman Enterprises, LLC for EMS billing and collection services. As described below, EMS billing revenue will pay the costs of ambulance transport services to be provided by Falck.

DISCUSSION

The City’s Municipal Prehospital EMS and Ambulance System. The City is implementing a municipal prehospital EMS and ambulance system to better serve the residents of Oxnard. The City will be the provider of record, using its own National Provider Identification number, and will be responsible for the delivery of and cost recovery for such services. Oxnard Fire will operate the municipal prehospital EMS and ambulance system, overseeing day-to-day operations of, and providing FRALS services in conjunction with, an emergency ambulance services provider. The City will contract with specialized service providers for other system functions, such as emergency ambulance, billing, and collections services.

Historically, ambulance transports have been the only revenue-generating component of prehospital EMS

systems. Revenue generated from emergency ambulance transports will be used to satisfy the City's financial obligations related to its municipal prehospital EMS and ambulance system, including but not limited to, compensating specialized service providers and financing certain equipment purchases from specialized ambulance and EMS equipment suppliers, as well as recovering the City's and Oxnard Fire's costs incurred in oversight of the system and in the provision of FRALS services (which are currently unrecoverable, but under the proposed contract with Falck would become recoverable). The implementation of a municipal prehospital EMS and ambulance system will enable the City to explore new and innovative models for emergency ambulance and medical services delivery across the care continuum to meet the needs of the residents of Oxnard more effectively. For example, Medicare announced a new Emergency Triage, Treat, and Transport (ET3) payment model in 2019, which expands reimbursements beyond traditional ambulance transports to hospital emergency room to include ambulance transportation to alternative low-acuity treatment destinations for calls and non-transport first responder treatment of patients supervised by a qualified health care partner at the scene of the 911 emergency response or via telehealth.

To the extent the City obtains surplus revenues from the municipal prehospital EMS and ambulance system, those funds can be reinvested back into the system to improve service quality by, among other things, purchasing better equipment, vehicles, and information technology systems.

Although it is withdrawing from the JPA, the City's municipal prehospital EMS and ambulance system will be a statutorily authorized component of the County's EMS system under California Health & Safety Code 1797.201, subject to the medical direction and management of the Ventura County EMS Agency's medical director.

Agreement for Ambulance Transport Services

A formal solicitation for Advanced Life Support (ALS) Ambulance Transport Services (Solicitation No. FI-21-51) was published on Public Purchase on January 19, 2021. The request for proposals closed on February 19, 2021. Ten ambulance service providers, including the current provider, Gold Coast, were emailed the bid directly. Nineteen ambulance companies accessed the bid and four participated in the mandatory pre-bid conference held on February 5, 2021. Less than one week after the City issued its formal solicitation for ALS Ambulance Transport Services, the County and VCEMSA placed on the Ventura County Board of Supervisors' (BOS') agenda, a request to approve new contracts with the current ambulance services providers. Oxnard Fire believes that this action had a chilling effect on the City's bid process. Specifically, two of the four companies that attended the mandatory pre-bid conference cited potential legal conflict and the risk of losing startup costs, not RFP structure or requirements, as reasons for declining to bid. A third local provider did not state its rationale for declining to bid.

Falck was the only bidder to submit a proposal. The proposal was reviewed by an evaluation panel consisting of Ventura City Fire Department's Assistant Chief, Contra Costa County EMS Agency's Medical Director, an outside agency Emergency Medical Services Coordinator, an Oxnard community member, and Oxnard Fire Department's Emergency Medical Services Coordinator. The Falck proposal was reviewed by the evaluation panel under its own merits with no consideration or bias given to the number of bidders. The proposal was robust, displaying the desired industry experience, logistical/supply chain, clinical support staff and implementation team capable of successfully launching a project of this size in the proposed time frame. Falck's experiences with similar projects, its detailed understanding of the scope of work and understanding of the City needs are clearly articulated in the RFP response. Service cost for the proposed scope of work is highly competitive by industry standards.

Under terms of the proposal, the City will deploy 9 regularly scheduled EMS resources consisting of:(4) 24

hour/7 day a week ambulances(3) 12 hour/7 day a week ambulances(1) 24 hour/7 day a week paramedic supervisor with support vehicle(1) 8 Hour/5 day per week clinical/operations manager with support vehicle.

Ambulance Surge is a term utilized to describe periods of increased ambulance 911 demand. To account for this inevitability the department has included a second and third tier surge plan where as many as four additional ambulances may be added quickly to meet demand. In preparation for any large-scale disaster, a fourth ambulance surge tier is built into the ambulance system to rapidly request regional resources from as far as Los Angeles and Orange County. The City's ambulance resources are dedicated exclusively to Oxnard's EMS system for emergency response only. Under terms of the RFP, City ambulances may not be utilized for non-emergency transport nor be moved for regular coverage outside the city. Special consideration has been taken to develop ambulance move up and draw down plans that provide equitable coverage throughout the city. In contrast to GCA deployment, the City ambulance deployment plan emphasizes: South and Central Oxnard Coverage (Saviers/Channel Islands) (5th and C) Ambulance move up and posting for southwest Oxnard(Victoria/Channel Islands).These paramedic units will deploy from strategically located ambulance stations and posting locations. Using data provided by the Ventura County Fire Department Communications, all medical calls for service between 2017 and 2019 were analyzed. Utilizing predictive analysis tools, the City GIS services team provided optimized ambulance station and posting locations throughout the city. Analysis of ambulance coverage was conducted for both peak and non-peak hours. Further analysis was conducted to provide coverage recommendations and posting locations for various ambulance draw down scenarios. Examples of this deployment and analysis are included in the attachments to this agenda report.

In consideration of surrounding regions, the Oxnard ambulance system deployment plan has built-in capacity ready and able to meet the needs of surrounding communities. Should mutual aid or coverage agreements be reached, the deployment of ambulances is scalable. Absent from the RFP is a response time standard. This is deliberate. As a subcontractor to the City the ambulance provider's coverage levels are now directed by the City and can be adjusted to meet the desired need. This removes any incentive to target efficiency or cost savings over appropriate ambulance coverage. Response metrics for the City's ambulance provider will emphasize system improvements that result in measurable performance or clinical improvements. Response time goals will continue to be evaluated and recorded but with emphasis on process improvements that result in faster response times, reduced on scene times for special cases (trauma, stroke, heart attack) or treatments where speed of successful procedure improves clinical outcomes. Current response performance target metrics are: Ambulance arrival equal or less than 7 min and 30 Sec, 90% of the time or greater. Advanced life support arrival equal or less than 5 minutes, 90% of the time. Ambulance Chute time (wheels moving) 60 seconds or less, 90% of the time (Day) 120 seconds (Night). Exemptions are not being considered, nor will they be used in response reporting metrics.

Development of clinical metrics is ongoing. Revised continuous quality assurance (CQI) programs are being developed mutually by Oxnard Fire and Falck quality improvement and assurance (QA/QI) teams. Guided by the Oxnard Fire Department Medical Director, updated Oxnard CQI programs will emphasize evaluation of core measures that impact local needs with specific emphasis on emerging trends in Oxnard communities. Contracting ambulance transport services will allow the City to require Falck adhere to the Living Wage policy that was adopted by City Council on July 9, 2002, ensuring a minimum pay of \$16.30 per hour (with annual adjustments determined by the Consumer Price Index) and paid leave of no less than 96 hours. Employees hired by Falck will be eligible for higher wages than currently offered by private ambulance companies in the area. This will create sustainable jobs in the Oxnard community. In consideration of the reviewed RFP, staff recommends that City Council award the contract for ALS Ambulance Transport Services to Falck. Staff has confirmed that Falck meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

Procurement of Equipment The City will purchase ten Lifepak 15 Monitor/Defibrillators (“Lifepak”) to equip each of the nine regularly scheduled and one surge capacity response vehicles operated by Falck in the City. The Lifepak monitors are a required piece of paramedic equipment and provide specific Advanced Life Support capabilities. In addition to defibrillation, the EKG monitors allow for detection of heart attacks through a 12 lead EKG, heart rhythm correction through synchronized cardioversion and lethal heart rhythm take over by external pace making. The Lifepak provides additional accountability and enhanced safety through continuous case tracking viewable in the department’s quality assurance software; this allows the department medical director to continuously improve the delivery of cardiac care through case review and paramedic feedback. The Oxnard Fire Department ALS uses Lifepak monitors for compatibility and patient safety. It is essential that Falck be provided the same monitors.

City purchase of this equipment provides multiple benefits. For quality control and case review, city owned equipment provides direct data and case access to the Oxnard Fire Medical Director. This ensures the ability to perform in depth EMS case review that is currently not available to the department. Purchase of the equipment ensures compatibility with both ambulance and Fire Department advanced lift support equipment. This streamlined approach reduces delays when providers transition care as well as provides an important safety net should critical lifesaving equipment fail on scene. City owned equipment also provides a benefit through a reduction in startup and billed cost from the proposed ambulance provider.

A Lifepak, monitor and accessories, cost approximately \$44,914.70 including a five year warranty. The estimated cost of ten monitors is \$449,147 and will be on a 5 year replacement schedule. At the end of 5 years, the monitors may be returned to Stryker for a credit of the depreciated value.

The Stryker Stair-Pro is a required piece of ambulance equipment. The Stair-Pro, or “stair chair” as they are more commonly known, is a victim transport device that enables first responders to quickly and safely transport a patient down stairs or in other difficult terrain where a stretcher would not be indicated for use. The cost per Stair-Pro is approximately \$4,323. The total investment for ten Stair-Pros is \$43,234 and will be on a 5 year replacement schedule.

Stryker is the sole-source provider of Lifepak monitors and Stair-Pro for Emergency Response Service markets in the U.S. and Canada. Stryker offers an eight year financing option the City will utilize for the purchase of the ten monitors.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

Expenditures

Falck Mobile Health Corporation: Contract expenditures for the first full year of operation, which coincides precisely with FY 2021-22, are estimated at \$7.143 million. Along with other operational costs for pre-hospital emergency services, an appropriation for this amount will be requested in the Proposed Budget for FY 2021-22.

Stryker Medical: Annual lease-purchase costs for 3-year financing at 0% interest of the ten Lifepak 15 Monitor/Defibrillators and ten Stair-Pro Chairs will be \$152,921.73, totaling \$458,765.19 over the life of the financing. An appropriation for the annual debt service will be requested each year beginning with the Proposed Budget for FY 2021-22. During the current fiscal year the City will pay 9.25% sales tax on all but \$95,350 of the purchase price (the service plan accompanying the acquisition is not taxable), or \$33,615.91. The source of payment for the sales tax this fiscal year will be the non-departmental contingency account, because the Fire Department's own budget cannot accommodate the expenditure.

Revenues

Oxnard Fire and its consultant, AP Triton, project full-year revenue collections of \$9.697 million for pre-hospital emergency services, just enough to cover the \$7.143 million of estimated total costs for the operating contract with Falck Mobile Health Corporation; for the lease-purchase of Lifepak monitors from Stryker Medical; for AP Triton's own consulting fees; for Wittman Enterprises' 3.25% share of net billings collected; and for all other costs attributable to the new pre-hospital emergency services program.

For the first year (FY 2021-22), however, revenue of \$9.697 million is unlikely to be realized, because while services begin July 1, billing and collection take place only after the fact -- sometimes well after.

Reimbursement from Medicare and MediCal and even private insurance often takes months, sometimes even years, to be paid.

Therefore, it is likely that the General Fund will need to subsidize the new program during the first year of operation -- and possibly afterwards, too, if actual revenue collections end up falling short of the projections by Oxnard Fire and AP Triton. At this early stage it is estimated that an initial General Fund subsidy of 90 days' worth of operating expenses will be needed until revenue from ambulance billing and collection begins to flow consistently enough to cover ongoing operating expenses. Ninety days' worth of operating expenses is \$2.4 million, so a one-time General Fund subsidy of that amount will be recommended in the FY 2021-22 Proposed Budget.

Based on the projections in Table C below, the General Fund subsidy is expected to be recouped by accumulated net revenue just past the halfway mark of Year 3, or early calendar year 2024. Similar "Alliance" programs such as the Contra Costa County fire protection district were self-sustaining within the first 90 days of program launch.

The City of Chula Vista operates an "alliance" model ambulance transport program similar to the one proposed for Oxnard in this staff report. For comparison the most recent cost projections from that program are included below. Notable differences between Chula Vista and the proposed Oxnard program are that Chula Vista includes anticipated revenue from supplemental government ambulance transport reimbursement, as well as from a first responder fee. Oxnard assumes neither of those revenue sources.

Chula Vista Revenue

	4th Quarter	Service Area with IGT			
Cost/Revenue	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Transport Cost (Dispatch Included)	\$2,291,990	\$10,144,060	\$10,603,611	\$11,051,171	\$11,544,585
First Responder Cost	\$779,720	\$2,709,062	\$2,894,560	\$3,013,798	\$3,127,966
Total Cost	\$3,071,710	\$12,853,122	\$13,498,171	\$14,064,969	\$14,672,551
Projected Revenue	\$3,431,899	\$13,908,921	\$14,187,099	\$14,470,841	\$14,760,258
GEMT/QAF/Intergovernmental Transfer (IGT)	\$307,515	\$2,383,405	\$3,607,485	\$3,679,635	\$3,753,227
Total Revenue	\$3,739,414	\$16,292,326	\$17,794,584	\$18,150,476	\$18,513,486
Total Cost	\$3,071,710	\$12,853,122	\$13,498,171	\$14,064,969	\$14,672,551
Net Revenue	\$667,704	\$3,439,204	\$4,296,413	\$4,085,507	\$3,840,935
Assumes 2% growth in transport volume and no change in base rate					

Projections

Five year cost recovery projections for Oxnard are listed below. The 5 year projection is contingent on future City Council approval of base ambulance transport rates that are slightly lower than those recently approved by Ventura County. The average rate in row one assumes projected base rate, plus mileage, and oxygen administration minus a \$100 discount compared to recently approved Ventura County ambulance rates. As noted above, anticipated collections and net cost recovery do not include any special supplemental government reimbursements.

Year one and two net cost recovery projections are less than in years three through five due to ambulance program startup cost and equipment acquisition. Repayments for Stryker medical equipment goods contained within this staff report are reimbursed through projected revenues. Table A represents estimated Year 1 (FY 2021-22) expenses and revenues. Table B represents estimated costs associated with the Admin/Supplies line of the expenses in table A. Table C represents year 2-5 projections. Table D represents estimated Payer Mix by insurance class.

Table A			
Year 1 Projection			
Expenses			
Falck contracts	\$ 7,143,621.00		
Billing services	\$ 315,161.00		
Admin/Supplies (detailed in Table B)	\$ 2,094,952.00		
Expense Total	\$ 9,553,734.00		
Revenue			
Estimated ambulance transports	12,517		
Average transport rate, billed per call	\$ 2,539.22		
Collections based on payer mix*	\$ 9,697,281.00		
Less expenses	\$ (9,553,734.00)		
Net Revenue	\$ 143,547.00		
* Collection rate conservatively estimated with 28% collection for government and self-insured payers and an additional 0.5% anticipated increase of gross collections from private and commercial insurance.			

Table B	
Admin/Supplies Cost Breakdown	
Wellness Program	\$ 120,000.00
Medical Director	\$ 100,000.00
Medical supplies (McKesson/LifeAssist)	\$ 198,492.00
ALS supplies (MO2209)	\$ 136,000.00
Licensing for Documentation (ImageTrend)	\$ 37,782.00
Dispatch Services	\$ 295,962.00
Replacement Lucas	\$ 20,000.00
Replacement Monitor	\$ 36,000.00
Cap replacement = 10%	\$ 127,880.29
Community Paramedic	\$ 165,535.00
Stryker Lease Cost	\$ 186,537.64
EMS Coordinator	\$ 160,894.00
Contingency for Additional Ambulance Unit Hours (Disaster/Pandemic/Call Surge)	\$ 509,869.07
Total cost for Admin/Supplies	\$ 2,094,952.00

Table C				
Projection Years 2-5				
Expenses				
	Year 2	Year 3	Year 4	Year 5
Falck contract	\$ 6,789,068.00	\$ 6,405,947.00	\$ 6,595,983.00	\$ 6,688,999.00
Billing services	\$ 324,070.00	\$ 335,796.00	\$ 348,144.00	\$ 361,146.00
Admin/Supplies	\$ 2,211,823.00	\$ 2,329,050.00	\$ 2,452,490.00	\$ 2,582,472.00
Expense Total	\$ 9,324,961.00	\$ 9,070,793.00	\$ 9,396,617.00	\$ 9,632,617.00
Revenue				
	Year 2	Year 3	Year 4	Year 5
Average billed rate	\$ 2,673.80	\$ 2,815.51	\$ 2,964.73	\$ 3,121.86
Collections based on payer mix*	\$ 9,971,394.00	\$ 10,332,188.00	\$ 10,712,128.00	\$ 11,112,181.00
Less expenses	\$ (9,324,961.00)	\$ (9,070,793.00)	\$ (9,396,617.00)	\$ (9,632,617.00)
Net Revenue	\$ 646,433.00	\$ 1,261,395.00	\$ 1,315,511.00	\$ 1,479,564.00
* Collection rate conservatively estimated with 28% collection for government and self-insured payers and an additional 0.5% anticipated increase of gross collections from private and commercial insurance.				

Table D		
City of Oxnard Payer Mix		
Insurance Type	% of Transports	Total Transports
Medicare	44.20%	5,533
Medi-Cal	25.80%	3,229
Commercial Insurance	19.20%	2,403
Private Pay	10.80%	1,352
Total	100%	12,517

In the General Fund, the Fire Suppression unit is already paying more than \$400,000 of the pre-hospital emergency medical service costs shown in Tables A and B in the row labeled "Admin/Supplies." That \$400,000-plus of existing General Fund expenditures is attributable to, and thus shown as part of, the program

being recommended here. The technical implication for the City's budget, however, is that during Year 1, General Fund appropriations will need to be increased by just \$9.1 million -- rather than by the full \$9.5 million of costs shown above for the whole program -- because \$0.4 million is already being paid by the General Fund in the Fire Suppression unit.

So, approving this contract and the pre-hospital emergency services program represents a commitment to increase General Fund spending by just over \$9 million in the Fiscal Year 2021-22 Budget, to be fully offset eventually by anticipated General Fund revenue from ambulance billing.

Prepared by: Jaime Villa, EMS Coordinator, Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Falk Agreement
2. Map of Calls
3. Map Point of Coverage
4. Map Ambulance Site Allocation
5. Stryker Financing Agreement
6. Purchase Order No. 8073 Stryker Flex Financial

PROFESSIONAL SERVICE AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT is made and entered into this ___ day of ____, 20__ (“Effective Date”), by and between the City of Oxnard (“City”), a municipal corporation , and Falck Mobile Health Corp. (“Falck”).

RECITALS:

A. WHEREAS, Falck represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds or will obtain all necessary licenses to practice and perform the services herein contemplated; and

B. WHEREAS, City and Falck desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

C. WHEREAS, no official or employee of the City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY FALCK

1.1. Scope of Services. Falck shall provide the professional services described in City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Falck’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Falck pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Falck also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise the City of any changes in any laws that may affect Falck’s performance of this Agreement.

1.3. Performance to Satisfaction of the City. Falck agrees to perform all the work to the reasonable satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City of Oxnard Fire Chief or his or her designee. If the quality of work is not satisfactory, the City in its discretion has the right to:

- (a) Meet with Falck to review the quality of the work and resolve the matters of concern.
- (b) Require Falck to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Falck warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement, including, but not limited to, the City's Living Wage Policy, attached hereto as Exhibit "C" and incorporated herein by this reference. Falck shall indemnify and hold harmless the City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against the City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Falck's performance under this Agreement.

- (a) Falck will be responsible for ensuring that all facilities, properties, vehicles, material, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.
- (b) Falck shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state and local).
- (c) Falck shall ensure that ambulance personnel comply with all local, State and City protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.), as well as Falck's internal protocols. Falck, including any individual ambulance operator, shall immediately bring to the attention of City any protocol that appears to conflict with other protocols in order to reconcile the inconsistency, contradiction, and/or ambiguity.
- (d) Falck shall ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11.

1.5. Non-discrimination. In performing this Agreement, Falck shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Falck acknowledges that City may enter into agreements with other providers for services similar to (but not in replacement of) the services that are subject to this Agreement or may have its own employees perform services similar to (but not in replacement of) those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of the City. Falck may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Falck's sole cost and expense.

1.8. Confidentiality.

(a) For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City or Falck, 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, Falck, or to a third party whose information is in the disclosing party's possession or control under obligations of confidentiality, and which is disclosed to the non-disclosing party or is developed by the non-disclosing party in whole or in part at the City's expense.

(b) All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Falck without the written consent of the disclosing party, except as may be necessary for Falck to fulfill its obligations to the City or as required pursuant to Section 6.14 below.

(c) Notwithstanding the above, these limitations shall not apply to information that (i) is already known to non-disclosing party at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of the non-disclosing party, (ii) is communicated to a third party with the express written consent of the disclosing party and is not subject to restrictions on further use or disclosure, (iii) is independently developed by the non-disclosing party 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, such party shall immediately provide the other party with written notice and a reasonable opportunity to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

(d) Each of the City and Falck shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the non-breaching party shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by the breaching party. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the non-breaching party.

(a) Other than an obligation upon the disclosing party to deal in good faith, the disclosing party 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 the non-disclosing party in reliance on any Confidential Information disclosed under this Agreement.

(b) This Section 1.8 shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. City shall compensate Falck for actual costs incurred in accordance with the cost sheets attached hereto as Exhibit "D" and incorporated herein by this reference.

2.2. Additional Services. Falck shall not receive compensation for any services provided outside the scope of services specified in the Falck's Proposal unless the City or the Program Manager for this Project, prior to Falck performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Falck may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Falck's services which have been completed to the City's sole satisfaction. The City shall pay Falck's invoice within forty-five (45) days from the date the City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Falck's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to the City or its Program Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on June 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing no less than 60 days' written notice to Falck. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Falck shall immediately stop rendering services under this Agreement unless directed otherwise by City.

4.3. Compensation. In the event of termination, City shall pay Falck for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Falck. In the event that this Agreement is delayed or terminated and such delay or termination is directly or indirectly related to any dispute, finding, settlement, litigation, judicial order, or other action regarding the City's rights to enter into this Agreement (including, without limitation, the City's rights to contract for the services contemplated by

this Agreement separate from any State or County EMS Agency), the City shall reimburse Falck for any startup, fixed, or overhead expenses incurred by Falck (collectively, "Start Up Costs"). City's reimbursement to Falck for Start Up Costs shall not exceed \$150,000 (One Hundred and Fifty Thousand Dollars) for Start Up Costs incurred by Falck prior to Falck's commencement of operations. Prior to City reimbursing Falck for Start Up Costs, Falck shall provide City proof of Start Up Costs satisfactory to the City.

4.3.1 Acceptance of Payment. Falck's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Falck 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 Falck 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 Falck and its employees, agents and subcontractors. Falck 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 Falck or materials or products provided to City by Falck.

4.3.2 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.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Falck in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Falck, at no cost to the City. Any use of uncompleted documents without specific written authorization from Falck shall be at City's sole risk and without liability or legal expense to Falck.

5.0. INSURANCE

5.1. Falck shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-R, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives in writing the requirement that Consultant obtain and maintain such insurance coverages.

5.2 Falck shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-R. Evidence of insurance shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-R.

5.3 Maintenance of proper insurance coverage by Falck is a material element of this Agreement. Falck's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

6.0. GENERAL PROVISIONS

- 6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- 6.2. Representatives. The City of Oxnard Fire Chief or his or her designee shall be the representative of the City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Falck shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Falck called for by this Agreement, except as otherwise expressly provided in this Agreement.

- 6.3. Project Managers. The City shall designate a Program Manager to work directly with Falck in the performance of this Agreement.

Falck shall designate a Program Manager who shall represent it and be its agent in all consultations with the City during the term of this Agreement. Falck or its Program Manager shall attend and assist in all coordination meetings called by City.

- 6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile, overnight courier, or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; c) upon receipt if sent by overnight courier, and d) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

CITY OF OXNARD
City of Oxnard Fire Department
360 West Second Street
Oxnard, CA 93030

City of Oxnard
City Attorney's Office
305 West Third Street, Suite 100E
Oxnard, CA 93030

FALCK
Falck Mobile Health Corp.
1517 W. Braden Court
Orange, CA 92868
Attn: Chief Executive Officer.

- 6.5. Drug-free Workplace Policy. Falck shall ensure compliance with the Drug Free

Workplace Policy in Exhibit “E” attached hereto and incorporated by this reference.

- 6.6. Attorneys’ Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Ventura County, California.
- 6.8. Assignment. Falck shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Falck’s interest in this Agreement without the City’s prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of the City’s consent, no subletting or assignment shall release Falck of Falck’s obligation to perform all other obligations to be performed by Falck hereunder for the term of this Agreement.
- 6.9. Indemnification and Hold Harmless.
To the fullest extent permitted by law, Falck shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (the “Indemnitees”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Falck’s performance of the services contemplated by this Agreement or Falck’s failure to materially comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution.

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

The review, acceptance or approval of Falck’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Falck’s indemnification or defense

obligations. This Section 6.9 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 6.9 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

- 6.10. Independent Contractor. Falck is and shall be always acting as an independent contractor and not as an employee of the City. Falck shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither the City nor any of its agents shall have control over the conduct of Falck or any of Falck's employees, except as set forth in this Agreement. Falck shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of the City. Falck shall secure, at its sole expense, and be responsible for all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Falck and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Falck shall indemnify and hold the City harmless from all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Falck further agrees to indemnify and hold the City harmless from any failure of Falck to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Falck under this Agreement any amount due to the City from Falck as a result of Falck's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- 6.11. PERS Eligibility.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Falck and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

- 6.12. Cooperation. In the event any claim or action is brought against the City relating to Falck's performance or services rendered under this Agreement, Falck shall render any reasonable assistance and cooperation which the City might require.
- 6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Falck or any of its subcontractors during performance of this Agreement, shall be and remain the sole property of the City. Falck agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of the City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of the City and without liability or legal exposure to Falck. The City shall indemnify and hold harmless Falck from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Falck. Falck shall deliver to the City any findings, reports, documents, information, data, in any form, including but not

limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by the City or its authorized representative, at no additional cost to the City.

- 6.14. Public Records Act Disclosure. Falck has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Falck, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Falck informs City of such trade secret. City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.15. Conflict of Interest. Falck and its officers, employees, associates and subcontractors, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Falck's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Falck and its officers, employees, associates and subcontractors shall not, without the prior written approval of City Representative, perform work for another person or entity for whom Falck is not currently performing work that would require Falck or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- 6.16. Responsibility for Errors. Falck shall be responsible for its work and results under this Agreement. Falck, when requested, shall furnish clarification and/or explanation as may be required by City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Falck occurs, then Falck shall, at no cost to City, provide all necessary design drawings, estimates and other Falck professional services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.
- 6.17. Prohibited Employment. Falck will not employ any regular employee of the City of Oxnard while this Agreement is in effect.
- 6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced. Further, the costs listed in Exhibit "D" shall prevail over those listed in any other Exhibit made part of this Agreement.
- 6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except

as expressly provided herein.

- 6.20. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of the City and Falck and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.23. Amendments. Only writing executed by the parties hereto or their respective successors and assigns may amend this Agreement. Notwithstanding anything else in this Agreement, the parties may make operational changes to the Services, stations, and other operational aspects of this Agreement via mutual consent. Such amendments must be agreed to in writing. .
- 6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this

Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF OXNARD

FALCK MOBILE HEALTH CORP.

John C. Zaragoza, Date
Mayor

Michael Gorman, CEO Date

Brian Richmond, Secretary Date

ATTEST:

Rose Chaparro Date
City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A



City of Oxnard Request for Proposals (RFP)

ALS Ambulance Transport Services FI-21-51

Bid Close Date: February 19, 2021
by 2:00 p.m. PT

City of Oxnard
Purchasing Division, Finance Department
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: <https://www.oxnard.org/rfps-and-RFPs/>
City Website: <https://www.oxnard.org/>

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Attention Proposers: please complete Section Tabs A-F and upload as part of your bid response. Proposals must be submitted electronically at <https://www.publicpurchase.com>

All questions must go through the Public Purchase portal.

TIMLINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
January 19, 2021	Release of Solicitation
February 5, 2021	Mandatory Pre-Proposal Meeting at 10:00 a.m. via Google Meet. Contact Patricia.garcia@oxnard.org for meeting details.
February 10, 2021	Last day for Questions Proposer inquiries must be submitted online: www.publicpurchase.com
February 19, 2021	Submission of the Proposal is to be uploaded to the Public Purchase website by <u>2:00 p.m.</u>
February 22-26, 2021	Review of Proposals
March 8-12, 2021	Proposer Presentations
March 15-19, 2021	Agreement Development/Negotiations
April 20, 2021	City Council approval
July 1, 2021	Contracted work begins

The above dates are tentative and are subject to change as necessary.

INTRODUCTION

The City of Oxnard (hereinafter referred to as “City”) is soliciting proposals from qualified Ambulance Service Providers (hereinafter referred to as “Proposer”) to provide Emergency and non-Emergency ambulance services to the Oxnard Fire Department as a contractor. The awarded proposer will provide the requested services in accordance with the Sample Professional Service Agreement (Appendix A), Terms and Conditions, and Scope of Work. Prior to submitting a proposal, proposers are advised to carefully read the instructions contained in this proposal, including the Sample Professional Service Agreement and any solicitation attachments/exhibits.

BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 210,000 residents, is located on the beautiful Southern California coast and is the most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

GENERAL INFORMATION

The Oxnard Fire Department is a Department of the City of Oxnard, which operates under an elected City Council. The Department serves a population of approximately 210,000 covering a jurisdictional area of 27 square miles.

The Oxnard Fire Department is a “full service, all risk municipal fire department” providing a wide range of services. These services include fire protection, building safety and regulation, inspection, hazardous materials response, rescue and arson investigation.

The Oxnard Fire Department is a recognized Health and Safety Code Sec. 1797.201 provider for Dispatch, EMS First Response and Transport Services at both the ALS and BLS levels. On December 1, 2020, the City Council approved a resolution to withdraw from the Ventura County ambulance contract and start the process of providing emergency and non-emergency ambulance transport as part of the City’s essential services under the supervision of the Fire Department.

The successful proposer shall be expected to begin services July 1, 2021. The selected ambulance provider shall respond to all dispatch requests including emergency and non-emergency responses throughout the entire City. The provider may be required to respond without regard to jurisdictional boundaries as part of the countywide mutual aid system. These responses may include but are not limited to sick and ill persons, vehicle accidents, rescues,

IFT's, structure fires and any other incidents that may arise. The successful proposer may be dispatched to traditionally "non-EMS" related incidents such as structure fires, HazMat, Law Enforcement activities, and stand-by. The successful proposer shall not engage in any firefighting, rescue or law enforcement activities.

The successful proposer shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, cost, responsiveness and understanding of services to meet the needs and concerns of the City.

Important Notice: The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact any City personnel including elected Council Members with any questions or clarifications concerning this Request for Proposal (RFP). The City's Purchasing Division shall be the official contact for this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Division is unauthorized and will be considered invalid; the City may also reject that proposer's submission for failure to follow fair bidding procedures.

If clarification or interpretation of this solicitation is considered necessary by the City, a written addendum shall be issued and the information will be posted on City's website at www.oxnard.org. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Division. It is the responsibility of each Proposer to periodically check the City's website. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for two (2) years, with three (3) one-year option(s) to renew beginning on July 1, 2021 to June 30, 2026. The total number of years for this contract is five (5) years including renewal options.

Recommendation to the City Council for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be subject to disclosure to the public upon award of the contract. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on February 5, 2021 at 10:00 a.m. Proposers will be required to submit an email request to Patricia.garcia@oxnard.org to secure a reservation to the meeting. The meeting is held to allow for questions and clarification concerning the City's RFP, the process, scope of services and subsequent contract award.

EVALUATION CRITERIA

The Evaluation Committee will review and score only those proposals that are deemed responsive to this RFP and presented in the format as set forth above. Failure to include any sections in the proposal may result in that proposal being deemed nonresponsive. During the scoring process, the Evaluation Committee may contact the Proposer's references or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer's qualifications to perform the requested services or work. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all proposers regarding their proposals.

Selection will be based on the following criteria:

1. **Method of Approach**
2. **Qualifications of Experience**
3. **Equipment & Facilities**
4. **Staffing**
5. **Cost Proposal**

Evaluation of Proposals and Selection Process: The City will adhere to the following procedures in evaluating proposals. An Evaluation Committee, which may include members of the City's staff, community leaders, subject matter experts and outside experts, will screen and review all proposals set forth above. While price is a major factor for an award, it is not the sole consideration.

Responsiveness Screening: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

Initial Proposal Review: The Evaluation Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

Presentations, Reference Checks, Request for Clarifications: Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral presentation. Presentations, if held, are tentatively scheduled for the week of March 8 – 12, 2021. These dates may be subject to change.

Individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral presentation.

In addition to conducting an oral presentation, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. **The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.**

Recommendation to the City Council for award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines:

Interested entities are to provide the City with a thorough proposal using the following guidelines: Proposal should be typed and should contain no more than 30 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter:** Complete Vendor Application Form, located in **Appendix B** section and attach to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to, Oxnard California, and the office from which the business will be managed.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Attachment A** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP.
- **Qualifications & Experience:** Describe the qualifications and experience of the organization or entity performing services/projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. If the provider has been in business less than five years, the proposer shall detail key individual's past experience that can be used to assess the proposer's ability to perform the services in the scope of work. Information shall include:
 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 3. List all businesses owned or controlled by yourself (proposer) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
 4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
 5. How many years have you been in business under your present business name?
 6. List all business names that you operate in the City of Oxnard and the County of Ventura that are involved in ambulance operations/ambulance transportation related services.
 7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a contract involving ambulance operations / ambulance transportation related services.
 8. Provide a list of current and previous contracts similar to the requirements for this RFP, including all public agencies served (if any). For each, provide a brief

description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
10. Provide copies of the organization's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:
 - a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.
 - b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards such as the American Ambulance Association, California Ambulance Association, CAAS, etc.
 - c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.
 - d. Letters of recommendation from customers and contracting agencies.
 - e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.
 - f. A list of references that will attest to the organization's ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the organization and the reference.
11. City is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Chamber of Commerce, charitable contributions made by your organization, etc.
12. Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. The City of Oxnard has a large population of Spanish speakers, proposer should include how hiring Spanish language speakers will be addressed. If you have

performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Equipment & Facilities:** The information requested in this section should describe the organization's equipment and facilities to be used in fulfillment of the requirements specified in the Scope of Work. Information shall include:
 1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the organization does not currently own or lease a sufficient number of vehicles, provide a description of the organization's plan to acquire the necessary equipment.
 2. Provide a detailed description of the organization's facilities including storage lots and business offices. In the event that the organization does not currently own or lease sufficient facilities, provide a description of the organization's plan to acquire the necessary facilities within the City of Oxnard.
 3. Provide a detailed description of the security plan for personnel, vehicles, equipment/supplies and facilities.
- **Financial Capabilities:** Provide the Proposer's most recent three (3) years of audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capabilities of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.
- **Staffing:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions. Provide a list of staff who will be assigned under this contract.

The information requested in this section should describe how Proposer intends to fulfill all staffing-related requirements specified in the Scope of Work.

Proposer agrees that, once assigned to work under the contract, key personnel shall not be removed or replaced without written notice to the City.

If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days or are expected to devote substantial less effort to the work than initially anticipated, the Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

If the City awards the contract to other than the current provider, the proposer shall agree to give first right of refusal to the incumbent workforce that may be displaced. The proposer shall describe their process to on-board the incumbent workforce.

- **Cost Proposal:** All Proposers are required to use **Cost Proposal, Tab F** to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current elected official, appointed official, City employee, or family member of any current elected official, appointed official, or City employee. **Any past or current business relationship won't necessarily disqualify the proposer from consideration.**
- **Sample Professional Service Agreement:** The proposal selected by the City will be required to execute a Professional Services Agreement with the City of Oxnard. A general template of the City's standard Professional Services Agreement is enclosed as **Appendix A**, though this agreement may be modified to suit the specific services and needs of the City in this particular situation. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix B** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Ex Parte Communications Certificate
 3. Disclosure of Government Positions
 4. Disqualifications Questionnaire
 5. Staffing Plan

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City of Oxnard.
- **Submission of Proposals:** Complete Proposals must be submitted online at www.publicpurchase.com and uploaded by **2:00 p.m. (P.S.T) on February 19, 2021.** Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** All questions concerning this RFP must go through the Public Purchase Portal at: <https://www.publicpurchase.com>

Facilitator: Patricia Garcia, email: Patricia.garcia@oxnard.org, Office: 805-385-7538.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the City website <https://www.oxnard.org/rfps-and-RFPs/>. Proposers should check this web page daily for new information. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a proposal or entity is selected and the selection is announced, Proposers including public entities are not allowed to communicate outside the process set forth in this RFP with any

City employee including the City Council other than the contracting officer listed above regarding this RFP.

The City reserves the right to reject any Proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City. If any proprietary information is contained in the proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, awarded proposer will be required to submit the following documents within ten (10) days of the City's notification, unless otherwise specified in the solicitation:

- **Insurance** – The City of Oxnard requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) with the City for the issuance of a permit or contract. Prior to award of contract, successful Bidder must furnish to the City the Certificates of Insurance proving coverage as specified in the sample contract.
- **W-9** – Current signed form W-9 (Taxpayer Identification number & Certification) which includes Contractor's legal business name(s).

3. Protests:

All protests shall be in writing and state that the bidder is submitting a formal protest, and the protesting vendor is responsible to assure the protest is received within the protest deadlines. If the Purchasing Division does not receive the protest within one week of the opening of responses, the protest may be rejected. The mailing address for all protests, or the vendor may email the buyer, is:

City of Oxnard City Hall
Purchasing Division
300 West 3rd St. 2nd. Floor
Oxnard, CA 93030

Failure to provide the following information could result in rejection of vendor's protest:

- Company name, mailing address, phone number, and name of company individual responsible for submission of the protest.
- Email address for communication, clarification, and disposition of the pending protest.
- The City's bid number, bid title, closing date and proposed award date of the solicitation.
- The specific action or decision protested.
- The basis for the protest.
- Indicate what relief or corrective action the City should make.
- Vendor must demonstrate that every reasonable effort was made within the schedule provided for this protest to be resolved, and the basis of the protest during the process, including asking questions, seeking clarification, requesting addenda, and otherwise alerting the City to any perceived problems.

- Protest letters must be signed by an authorized agent of the company or if send via email; the email must be sent by an authorized agent of the company.

A formal protest must contain the following to be considered:

- A specific identification of the statutory or regulatory provision(s), if applicable, that the alleged action is in violation.
- A specific description of each act alleged to have violated the statutory or regulatory provision(s), in applicable.
- A precise statement of the relevant facts and identification of the issue or issues needing addressed.
- Complaints about events or decisions made before the Solicitation deadline.
- Complaints that the Solicitation unduly constrains competition through improper minimum qualifications or specifications.
- Complaints that the pre-bid conference was not fair or accessible. Please note that bidders must attend in person all mandatory pre-bid conferences.
- Complaints that solicitation questions were not fully or properly addressed by the City.
- Complaints that the solicitation did not provide adequate information or contained improper criteria.

4. Accuracy of Proposals:

Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in its Proposal which renders the Proposer unwilling to perform under any resulting contract, the Proposer must immediately notify the City's Purchasing Division and request to withdraw the Proposal. It shall be solely within City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

5. Responsibility of Proposers:

The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in Preparing a Proposal in response to this RFP;

- Submitting that Proposal to the City.
- Negotiating with the City any matter related to the Proposal; and,

- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

6. Confidentiality:

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council and an award has been made.

If a Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City of Oxnard from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City, its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

7. Ex Parte Communications:

Proposers and Proposers' representatives should not communicate with the City/Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City of Oxnard, including any member of the evaluation panel, apart from the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City or Council during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, Proposers and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix B** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

8. Conflict of Interest:

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

9. Disclosure of Governmental Position:

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City of Oxnard, all Proposers shall disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the Disclosure of Government Positions Form, **Appendix B**.

Appendix A

10. Conditions to Agreement:

The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the template of the City's Professional Services Agreement provided as **Appendix A** to this RFP, which will be modified by the City for the particulars of this service.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. **Insurance requirements are provided as Attachment B.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

Appendix B

11. Disqualification Questionnaire:

Proposers shall complete and submit, under penalty of perjury, a standard form or questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

12. Standard Terms and Conditions:

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All addendum(s) and additional information will be posted to the City website at www.oxnard.org. Proposers should check this web page daily for new information.

APPENDIX A
SAMPLE
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ____, 20__ (“Effective Date”), by and between the City of Oxnard , and _____, a [state] [type of corporation] (“Proposer”).

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Proposer as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Proposer represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Proposer desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of the City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY PROPOSER

1.1. Scope of Services. Proposer shall provide the professional services described in City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Proposer’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Proposer pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Proposer also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise the City of any changes in any laws that may affect Proposer’s performance of this Agreement.

1.3. Performance to Satisfaction of the City. Proposer agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City of Oxnard Fire Chief or his or her designee. If the quality of work is not satisfactory, the City in its discretion has the right to:

- (a) Meet with Proposer to review the quality of the work and resolve the matters of concern.
- (b) Require Proposer to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Proposer warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Proposer shall indemnify and hold harmless the City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against the City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Proposer's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Proposer shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Proposer acknowledges that City may enter into agreements with other Proposers for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of the City. Proposer may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Proposer's sole cost and expense.

1.8. Confidentiality. Proposer in the course of their duties may have access to certain data of the City. Proposer covenants that all data, documents, discussion, or other information developed or received by Proposer or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Proposer without written authorization by the City.

The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon the termination of this Agreement. Proposer's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Proposer shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Proposer's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Proposer shall not receive compensation for any services provided outside the scope of services specified in the Proposer's Proposal unless the City or the Program Manager for this Project, prior to Proposer performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Proposer may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Proposers' services which have been completed to the City's sole satisfaction. The City shall pay Proposer's invoice within forty-five (45) days from the date the City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Proposer's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to the City or its Program Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Program Schedule approved by the City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Program Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a

party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Proposer. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Proposer shall immediately stop rendering services under this Agreement unless directed otherwise by City.

4.3. Compensation. In the event of termination, City shall pay Proposer for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Proposer.

4.3.1 Acceptance of Payment. Proposer's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Proposer 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 Proposer 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 Proposer and its employees, agents and subcontractors. Proposer 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 Proposer or materials or products provided to City by Proposer.

4.3.2 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.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Proposer in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Proposer, at no cost to the City. Any use of uncompleted documents without specific written authorization from Proposer shall be at City's sole risk and without liability or legal expense to Proposer.

5.0. INSURANCE

5.1. Proposer shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-R, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives in writing the requirement that Consultant obtain and maintain such insurance coverages.

5.2. Proposer shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-R. Evidence of insurance shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-R.

5.3. Maintenance of proper insurance coverage by Proposer is a material element of this Agreement. Proposer's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City of Oxnard Fire Chief or his or her designee shall be the representative of the City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Proposer shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Proposer called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The City shall designate a Program Manager to work directly

with Proposer in the performance of this Agreement.

Proposer shall designate a Program Manager who shall represent it and be its agent in all consultations with the City during the term of this Agreement. Proposer or its Program Manager shall attend and assist in all coordination meetings called by City.

- 6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

City of Oxnard Fire Department
360 West Second Street
Oxnard, CA 93030

- 6.5. Drug-free Workplace Policy. Proposer shall provide a drug-free workplace by complying with all provisions set forth in City's Policy 15.6, attached hereto as Exhibit "F" and incorporated herein by reference. Proposer's failure to conform to the requirements set forth in Policy 15.6 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by the City.
- 6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Ventura County, California.
- 6.8. Assignment. Proposer shall not voluntarily or by operation of law assign,

transfer, sublet or encumber all or any part of Proposer's interest in this Agreement without the City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of the City's consent, no subletting or assignment shall release Proposer of Proposer's obligation to perform all other obligations to be performed by Proposer hereunder for the term of this Agreement.

- 6.9. Indemnification and Hold Harmless. Proposer agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Proposer's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against City, its elected officials, officers, agents and employees arising out of the performance of the Proposer, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Proposer, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Proposer, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Proposer, its employees, and/or authorized subcontractors under this Agreement, whether or not the Proposer, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Proposer shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Proposer's Proposal, which shall be of no force and effect.
- 6.10. Independent Contractor. Proposer is and shall be always acting as an independent contractor and not as an employee of the City. Proposer shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither the City nor any of its agents shall have control over the conduct of Proposer or any of Proposer's employees, except as set forth in this Agreement. Proposer shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of the City. Proposer shall secure, at its sole expense, and be responsible for all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Proposer and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Proposer shall indemnify and hold the City harmless from all taxes, assessments, penalties,

and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Proposer further agrees to indemnify and hold the City harmless from any failure of Proposer to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Proposer under this Agreement any amount due to the City from Proposer as a result of Proposer's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- 6.11. PERS Eligibility Indemnification. In the event that Proposer or any employee, agent, or subcontractor of Proposer providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Proposer shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Proposer or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Proposer and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

- 6.12. Cooperation. In the event any claim or action is brought against the City relating to Proposer's performance or services rendered under this Agreement, Proposer shall render any reasonable assistance and cooperation which the City might require.
- 6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Proposer or any of its subcontractors during performance of this Agreement, shall be and remain the sole property of the City. Proposer agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of the City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of the City and without liability or legal exposure to Proposer. The City shall indemnify and hold harmless Proposer from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Proposer. Proposer shall deliver to the City any findings, reports, documents,

information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by the City or its authorized representative, at no additional cost to the City.

- 6.14. Public Records Act Disclosure. Proposer has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Proposer, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Proposer informs City of such trade secret. City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.15. Conflict of Interest. Proposer and its officers, employees, associates and sub Proposers, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Proposer's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Proposer and its officers, employees, associates and sub-Proposers shall not, without the prior written approval of City Representative, perform work for another person or entity for whom Proposer is not currently performing work that would require Proposer or one of its officers, employees, associates or sub-Proposers to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- 6.16. Responsibility for Errors. Proposer shall be responsible for its work and results under this Agreement. Proposer, when requested, shall furnish clarification and/or explanation as may be required by City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Proposer occurs, then Proposer shall, at no cost to City, provide all necessary design drawings, estimates and other Proposer professional services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.
- 6.17. Prohibited Employment. Proposer will not employ any regular employee of the City of Oxnard while this Agreement is in effect.
- 6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any

of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

- 6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.20. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of the City and Proposer and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.23. Amendments. Only writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

- 6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF OXNARD

[VENDOR]

☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Patricia Garcia, Buyer

_____,² Date

_____, Date

ATTEST:

Rose Chapparo, City Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

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

***INSURANCE REQUIREMENTS FOR AGREEMENT ARE LOCATED IN
ATTACHMENT B**

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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.

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; 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.

APPENDIX B

FORMS

Vendor Application Form

Ex Parte Communications Certification

Disclosure of Government Positions

Disqualification Questionnaire

Staffing Plan

**VENDOR APPLICATION FORM
FOR
RFP NO. 21-51
ALS AMBULANCE TRANSPORT SERVICES**

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

State and Zip Code: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Contact Person for Proposals: _____

Title: _____

E-Mail Address: _____

Business Telephone: _____

Business Fax: _____

Is your business: (check one)

☐ NON-PROFIT CORPORATION

☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION

☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP

☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

Business License Number: _____

(If none, you must obtain a Business License upon award of contract.)

Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Council Member concerning **RFP No. 21-51 ALS AMBULANCE TRANSPORT SERVICES** at any time after **January 19, 2021**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **January 19, 2021** with a City Council Member concerning **RFP No. 21-51 ALS AMBULANCE TRANSPORT SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Proposer shall complete the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ **No** _____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Proposer currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Yes _____ **None** _____

If the answer is yes, explain the circumstances in the following space.

STAFFING PLAN

1. **Primary Staff to perform work under this contract.**

Name	Classification/Title	Years of Experience

2. **Alternate staff** (for use only if primary staff are not available)

Name	Classification/Title	Years of Experience

Substitution or addition of Proposer's key personnel in any given category or classification shall be allowed only with prior written approval of the City.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City approval. The City reserves the right to have any of Proposers personnel removed from providing services to the City under this Contract. The City is not required to provide any reason for the request for removal of any Proposer personnel.

ATTACHMENT A
SCOPE OF WORK
FOR
ALS AMBULANCE TRANSPORT SERVICES

A. Introduction to Scope of Work

1. Authority - The core function of local government is to provide for the essential needs of the community it serves. These services include among other things Fire-Suppression/Rescue and Ambulance Transport/Emergency Medical Services (EMS) that are critical to the protection and preservation of life, health, and property (California Government Code, Title 5, Division 2, Part 1, Section 54980). This Request for Proposals (RFP) was authorized by the Oxnard Fire Department, City Council and the Fire Chief of Department pursuant to Section 54980 powers, and also according to Department's sovereign and absolute authority over the provision, administration, and operational control of all prehospital EMS within its jurisdiction including, but not limited to, emergency ambulance response and patient transport services at both the Basic Life Support and Advanced Life Support levels, pursuant to Section 1797.201 of the California Health & Safety Code (Division 2.5, Chapter 4, Article 1).
2. History - The City of Oxnard provided ambulance services via contract with several private ambulance providers until 1970. In 1971 Oxnard, along with the other cities of Ventura County entered into a Joint Powers Agreement (JPA) establishing the Ventura County Ambulance System. This Pre-EMS act contract between Ventura County and the city allowed the county to exercise the powers common to each city of the JPA for ambulance service contracting. On December 1 of 2020, in an effort to enhance ambulance services the City chose to declare its intent to withdraw from the JPA effective June 30, 2021.

The Oxnard Fire Department is an all risk, all hazard agency providing fire suppression, prevention, rescue, and emergency medical services (EMS). The department executes its EMS mission through a combination of basic and advanced life support services. Currently these services are provided via Engine Companies, Truck Companies and Squads from strategically located Fire Stations throughout the City. The Department responds to approximately 15,869 EMS incidents annually.

3. Mission - One of the many critical functions of the Department is the provision of prehospital EMS. The primary mission of the Department's EMS is to optimize patient outcome by providing superior quality prehospital care in a proficient and compassionate manner. In furtherance of this goal, it is imperative that all aspects of the EMS system and the patient "continuum of care" function as effectively and as efficiently as possible. The transportation of patients with medical emergencies from the incident scene to the appropriate emergency receiving center is one of the most important aspects of the EMS system and continuum of care. Therefore, all requirements and conditions

listed in this document are written with the specific intent to ensure the most optimal emergency ambulance transportation system possible based on the following parameters:

- a. Patient Care - Superior patient care provided proficiently and compassionately by Paramedics and EMTs who conduct themselves with dignity and humility.
 - b. Resource Utilization - Deployment of resources in a manner that is operationally efficient and maximally effective in achieving the best patient outcomes practical.
 - c. System Adaptability - Maximum flexibility for ongoing adaptation to the rapid changes in EMS/prehospital care specifically, and community health and safety generally.
 - d. Fiscal Prudence - Fair and reasonable cost recovery plan with a compassionate billing and collection policy that achieves an enhanced level of service and more efficient deployment model without increasing costs to the local taxpayer.
4. Philosophy - This RFP is an official and legal document written by the City in our solemn role as advocates for, and protectors of, the citizens and visitors to our communities. It is important to know that, notwithstanding the strict standards and requirements enumerated, it is our sincere desire and intent to work with the prevailing organization in the spirit of cooperation, and mutual respect, and with sensitivity to its needs, interests, and concerns, as we strive together to provide the highest quality prehospital care possible.
5. Scope of Work Overview - The City is soliciting proposals from qualified organizations to contract for the provision of ALS Ambulance Transport services for the City in furtherance of its EMS mission. All ambulance services described in this RFP document and Scope of Work refer only to *ground* ambulance services.

The City desires to staff Four (4) 24-hour units and two (2) 12-hour units seven days per week (43,800-unit hours per year) with one (1) EMT/P and one (1) EMT provided by a single Contractor. The City intends to bill and collect for all services provided by Contractor. The City shall provide dispatching services at no cost to the contractor. The Scope of Work to be provided by Contractor may be categorized into four (4) service tiers:

- a. First Tier Service: ALS Ambulance Transport all inclusive
- b. Second Tier Service: Reserve Ambulances
- c. Third Tier Service: Surge Plan
- d. Fourth Tier Service: Mutual Aid

- B. **Terminology** – The terminology and definitions listed below are for use in this Scope of Work section exclusively and, therefore, may have different meanings than used or defined elsewhere.

ALS – Advanced Life Support. Level of care as approved in CA and Ventura County.

BLS – Basic Life Support. Both EMTs and Paramedics can provide this level of care.

CITY – Program management.

DEPARTMENT - City of Oxnard Fire Department

DISPATCH – Ventura County Communications Center.

CONTRACTOR – The organization that is selected and awarded a contract to provide the services (Scope of Work) described in this RFP document. Used interchangeably and synonymously with “Proposer” depending on the context.

EMS – Emergency Medical Services. Refers to the prehospital environment.

EMT – Emergency Medical Technician. Locally certified to provide BLS level care.

MICP – Mobile Intensive Care Paramedic. State licensed and locally accredited to provide BLS *and* ALS level care.

LEMSA – Local Emergency Medical Services Agency.

PROPOSER – An organization that submits a proposal and competes in the RFP process. Used interchangeably and synonymously with “Contractor” depending on the context.

CONTRACT AMBULANCE – An apparatus controlled by the City that is capable of transporting patients with medical emergencies. Units must be inspected and approved per the CVC/CHP

RFP – The “City Request for Proposals for ALS Ambulance Transport Services (i.e., this document).

PROPOSAL – The official response to this RFP by an organization that is competing in the RFP process that usually refers to a Proposer’s formal written responses, but may also refer more broadly to all statements, materials, and actions by a Proposer as part of the official RFP process (e.g., Oral Presentation statements, compliance with RFP process procedural requirements, etc.)

C. General Requirements

1. Performance Expectations - Contractor shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters delineated in the contract, to the complete satisfaction of City. All statements made and actions taken by Contractor in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances the City's EMS mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, Contractor decision making, and conduct shall always be guided by and reflect only the highest ethical standards, comport with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.
2. Contract Performance Costs - Unless otherwise indicated, all expenses necessary to meet RFP/contract requirements and/or perform contractual services and obligations will be paid solely by Contractor.
3. Contract Performance Standards - During the contract period, Contractor will be responsible for ensuring that all facilities, properties, vehicles, materiel, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.
4. Inter-Agency Communications - Contractor shall designate one person as its official liaison to the City who will serve as the primary contact and interface, and whose office shall be in Ventura County or as close to as practical and agreed upon by the City. In order to foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communications between agencies and agency liaisons.
5. Field Supervisor - Contractor shall ensure that during each 24-hour shift, there is one (1) designated Field Supervisor(s), stationed within the city of Oxnard, who is immediately available by mobile phone and/or VHF radio to the on-duty City EMS Chief/Supervisor or designee at all times during the shift. After contract is executed and future Field Supervisors are promoted, all Field Supervisors shall be fully VCEMSA accredited paramedics and must have a minimum of 2 years of paramedic field experience, and 6 months field experience in the Oxnard 911 system. Field supervisor shall within 6 months of hire or promotion complete training in ICS 100, 200, and 300 as well as NIMS 700 and 800. Field supervisors must complete the VCEMSA Advanced MCI training course on a semi-annual basis or as available. Field supervisors will be equipped with a code 3 capable, light duty truck or SUV paramedic support vehicle (PSV) and advanced life support equipment in accordance with VCEMSA Policy 504. Field Paramedic supervisors may provide backup ambulance surge protection when paired with a BLS ambulance in response to an emergency. This method shall not be used as the primary method of surge protection unless the BLS ambulance is solely dedicated to the 911 system. The Field Supervisor shall be able to respond to any incident within 7 minutes of

being requested by Dispatch/Department in the Paramedic Support role or 7 minutes and 30 seconds when paired with a BLS ambulance in response to an emergency. Associate or part time supervisors may be used to cover supervisor absences, vacations, and temporary or short term (<6 month) vacancies due to injury, or illness. Associate supervisors shall be VCEMSA accredited paramedics and have a minimum of 1 year paramedic field experience as well as 6 months experience in the Oxnard 911 system.

6. Clinical/Administrative Manager - Contractor shall designate one person as its clinical and administrative manager. This individual shall maintain his or her office in the City of Oxnard. The Clinical/Administrative manager shall be responsible for the training, certification, QA/QI and regulatory compliance of his or her personnel. The Clinical/Admin manager will liaise directly with the Fire Department EMS Coordinator and provide quarterly or as requested ambulance response and clinical performance reports. The Clinical/Administrative manager may fulfill dual roles as the contractor's operational manager but may not be fulfilled by 24 hour field supervisors.
7. Medical Director - Contractor shall provide for its own medical director for its operations.
8. Legal Compliance - Contractor shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to: 1) California Health & Safety Code, Division 2.5; 2) California Code of Regulations, Title 22, Division 9, Chapter 2; and 3) California Vehicle Code.
9. Protocols Compliance - Contractor shall ensure that ambulance personnel comply with all local, State and Department protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.), as well as Contractor's internal protocols. Contractor, including any individual ambulance operator, shall immediately bring to the attention of the City any protocol that appears to conflict with other protocols in order to reconcile the inconsistency, contradiction, and/or ambiguity.
10. Time Standards - The Agreement issued as a result of this RFP will include a one hundred percent (100%) compliance to the response time standards specified to all areas of City and its operational areas.
11. Equality of Care - Contractor shall provide all services in the Scope of Work without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a major breach and grounds for immediate contract termination.
12. CQI Plan - Contractor shall develop and maintain a comprehensive and relevant Continuous Quality Improvement plan and system that compliments and interfaces with City's CQI plan/quality management system.

13. Continuing Education Contractor - shall ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the Quality Assurance / Continuous Quality Improvement. Contractor may as part of its response to this RFP include options for incorporating first responder agencies into their training program and schedule.
14. Pilot Programs / Research Projects - Contractor shall participate in all approved pilot programs or research projects as requested by the City. Contractor agrees that their participation shall entail no additional cost to City unless determined otherwise. Any additional costs incurred by the contractor shall warrant a meet and confer negotiation for participating in these programs. Contractor further agrees that services provided under pilot programs or research projects shall be in addition to the other services described herein.
15. Comprehensive & Responsive Proposal - Proposals should fully demonstrate and explain how the Proposer would meet all the requirements and expectations specified in the RFP document, including the Scope of Work and all other attachments and addendums. Although many items in this RFP will have express language such as “proposals shall include...,” Proposers should not infer that just because such similar language is absent regarding other items that they can omit explanations of how they would satisfy the letter or intent of those items.
16. Incorporation by Reference - The Proposal submitted in response to this RFP will be retained and will be incorporated and referenced, and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the final Agreement shall prevail.
17. Proposer Fees - Reimbursement to the City for costs for the development and implementation for this RFP process shall not exceed \$100,000. The successful proposer shall have the option of a single one-time payment. Four (4) quarterly payments in the first year of the contract or including the payment as part of their unit hour cost for one year to commence upon the start of the contracting period.

D. First Tier Services: ALS AMBULANCE TRANSPORT SERVICES

1. General Contractor shall provide; Four (4) Ambulance units deployed 24 hours per day and two (2) Ambulance units deployed 12 hours per day, 365 days per year, for a total of 43,800 yearly unit hours. Contractor shall ensure that all six (6) units are minimally staffed at all times by One (1) Paramedic (EMT/P) and one (1) Emergency Medical Technicians (EMT) certified in Ventura County. In addition to the ambulance unit staffing, proposer shall provide one (1) field Supervisor on Duty 24 hours per day and 1 Clinical/Administrative manager.

2. **Staffing & Selection Criteria** - The Proposal shall describe the specific *criteria* that will be used to determine and select which EMTs and paramedics are qualified, and also the specific *process* by which qualified EMTs would be selected for assignment to a City contract Ambulance.
 - a. The Proposal shall describe the staffing model(s) that will be used to meet the minimum number of unit hours required (shift schedules, etc). Proposer shall provide a breakdown of salaries and benefits for each model to ensure compliance city ordinance, and state and federal labor laws.
 - b. **Staffing Principles** – Contractor shall take all necessary steps, and make all reasonable efforts, to ensure that field personnel on its contract eligibility list are well qualified, sufficiently experienced, proven reliable and responsible, and who possess the interpersonal characteristics and skills necessary for them to function effectively as part of the City’s Fire Department team.
3. **Credentials Tracking & Renewal** - The Proposal shall describe the system that will be used to monitor expiration dates of required credentials for all employees to prevent lapses in certification, and to facilitate the renewal process. Contractor shall be responsible for ensuring that all employees credentials—including, but not limited to, state and county certification/accreditation—are renewed in a timely manner. Contractor employees working City contract ambulances with expired/lapsed credentials will be deemed a major breach and grounds for immediate contract termination.
4. **Cognitive & Psychomotor Proficiency** - The Proposal shall describe the education and training system that will be used to ensure that all field personnel employed by Contractor maintain proficiency in all relevant ALS/BLS level clinical skills and knowledge, including all applicable State and local protocols.
5. **General Employment Policies**
 - a. **Employee Wellness & Personnel Assistance Resources** – The Proposal shall describe in detail the Proposer’s Employee Wellness & Personnel Assistance programs and/or resources.
 - b. **Criminal Background Check** – Contractor shall comply with all state EMS Authority and LEMSA criminal history check requirements for all employees who work in Ventura County. Contractor shall contact all references given on applications, including but not limited to, any former EMS employers.
 - c. **Physical Fitness Testing & Training** – The Proposal shall describe any physical fitness testing or training used as part of the initial hiring process and/or ongoing health maintenance.

- d. Medical Examination / Health Screening – The Proposal shall describe the specific process used for pre-employment and/or ongoing screening.
- e. Local Protocols – The Proposal shall describe the process used to ensure that all ambulance personnel are sufficiently knowledgeable and proficient in all relevant Local protocols.
- f. Bilingual – The Proposal shall describe the process used for hiring Spanish speaking personnel.
- g. Driver History – Contractor shall require all ambulance driver candidates in its employ to submit a current California Department of Motor Vehicles Driving Record Report as requested by City. Contractor shall utilize the California Department of Motor Vehicles “Pull Notice Program” for all ambulance personnel in its employ.
- h. Driver Training Program – Contractor shall require all ambulance personnel in its employ to successfully complete an approved emergency ambulance driver-training program to ensure that ambulances are operated in a legal and safe manner. The driver-training program should be designed to verify driving proficiency upon hire and at reasonably spaced periodic intervals. The driver program shall meet or exceed industry standards. Contractor shall ensure that its vehicles are at all times operated in a safe manner.
- i. Vehicle & Equipment Familiarity – Contractor shall ensure that all employees who staff any ambulance as part of the City contract are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies.
- j. Recruitment & Retention – It is especially important that Contractor attracts the highest quality employees in the industry as possible. The Proposal must describe Proposer’s compensation and benefits plans and provide at least a general indication as to how the plans compare to the other similar organizations in the county in terms of attracting and retaining employees. The Proposal must also describe Proposer’s recruitment strategy.

6. Uniforms & Personal Protective Equipment

- a. Uniforms – Contractor’s employees shall wear uniforms that are approved by the City. Uniforms shall be neat and clean when functioning as an on-duty EMT or paramedic on a City contract Ambulance. Uniform requirements may be changed at any time during the duration of the contract at the sole discretion of the Fire Chief. Any change in uniform Specs shall be made 30-45 days prior to implementation of the new spec.

- b. Personal Protective Equipment (PPE) – Contractor shall ensure that employees have the appropriate PPE that meets national safety and California OSHA standards for EMS personnel, to include blue helmet, NFPA 1999 compliant high visibility protective coat, eye protection, ear/hearing protection, respiratory protection and non latex disposable gloves. Contractor is expected to maintain a stock of no less than 3 months of disposable PPE. The Department reserves the right to increase or decrease these requirements based on current threats or states of emergency.

Costs – Contractor or their employees shall bear all uniform and PPE related costs except where specified otherwise, including cleaning, maintenance, repair, and replacement. Before commencement of the contract period, City and Contractor will mutually agree on the specific brand/model/type of PPE to be used.

- c. Radios – Mobile and portable radios to be supplied by contractor and must be FCC Part 90 certified; VHF with 1000 channel capability; programmed to the current Ventura County Operational Area VHF Communication Plan (including OXD specific zone) to be provided by Oxnard Fire Department. Each unit must have a minimum one (1) mobile radio and two (2) portable/handheld radios meeting above requirements. Contractor to program its own radios and reprogram as needed when Ventura County Op Area Communications Plan is updated.
- d. Incident Alerting - For incident alerting, Motorola Minitor, or pagers capable of receiving Motorola Quick Call two tone signals transmitted on Ventura County Operational Area VHF Communications Plan Channel-1 for incident dispatch. Radios with equivalent capability are acceptable to fulfill this requirement. Provider must stay current with technology used by Ventura County Fire Protection District for incident alerting.

7. Employee Appearance & Behavior

- a. City Policies/Procedures – Contractor shall ensure that employees adhere to all relevant City of Oxnard Fire Department policies/procedures regarding appearance and behavior as agreed upon by the Proposer and City.
- b. General Appearance – Contractor shall ensure that employees at all times look and act in a professional manner to instill confidence in the residents we serve, and to preserve the reputation of the City and the Fire Service/EMS profession generally.
- c. Grooming & Hygiene – Employees shall be clean and well-groomed at all times while on-duty or otherwise representing the City, and exercise good personal hygiene habits as agreed upon by the Proposer and City.
- d. Mental Alertness – Employees shall report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.

- Maximum continuous hours on duty is 72 hours. Once 72 has been reached, a minimum of an 8 hour rest period is required prior to returning to duty. 72 hour rules can be waived, with approval from OFD based on extreme unforeseen circumstances.
- e. Physical Fitness – Employees shall keep themselves at a level of physical fitness sufficient to ensure they are capable of performing all the physical functions expected of an EMT and Paramedic.
 - f. Conduct – Employees shall always act in a safe, professional, and courteous manner.
 - g. Advocacy – Employees are deemed part of the EMS system and are therefore expected to always act in the best interests of the EMS system and the patients who depend on us.
8. **Vehicle Specifications** – Contractor may use any Type I, Type II or Type III ambulance in its fleet for contract purposes so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Ventura County EMS Agency. All vehicles are subject to the reasonable approval of the City. It is the Department's preference that the contractor provide Type I or Type III ambulances in their Tier 1 fleet but not required. All Tier 1 ambulances are limited to a maximum of 150,000 miles. Contractor shall provide to the department on an annual basis copies of CHP annual safety inspections.
9. **Minimum Required Equipment / Supplies / Inventory**
- a. Radios – See 6.c above
 - b. Automatic Vehicle Locator (AVL) System – Each ambulance shall be equipped with AVL hardware and software / GPS system that interface with the Dispatch center.
 - c. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all ambulances comply with Ventura County EMSA protocols (VCEMSA Protocol policy 504). Contractor shall be responsible for purchase of medical equipment such as gurneys, stair chairs, and ECG monitors. Medical Equipment shall be serviced at regular intervals. Record of service along with regular safety inspections of equipment shall be provided annually. All Contractor equipment shall be capable of interfacing with Ventura County EMSA EPCR, and QA/QI systems. Any Department change of equipment will be discussed with the contractor prior to implementation.

On each unit the successful Proposer will provide: One (1) wheeled powered stretcher, with a minimum unassisted lift capacity of 500 pounds; one (1) wheeled stair chair with track system rated with a minimum 500 pound load limit; one (1) Set

- of any combination of EMS carry bag, O2 bags, or EMS pelican case as first in response pack; one (1) EKG Monitor/Defibrillator. For equipment compatibility purposes EKG monitors/defibrillators shall be Lifepak15 with twelve (12) lead capability, non-invasive pacing, SpO2, NIBP, SpCO, EtCO2, and cellular modem. Winning bidder is also responsible for all associated carrying cases, cables, pouches, blood pressure cuffs and sensors to include SpCO.
- d. Standardized Inventory – The Proposal shall describe the plan/system to ensure standardization of EMS equipment of ambulances with the EMS equipment and used by the City.
 - e. Supplies Restock System – To ensure consistency of EMS operations, City shall provide to contractor standardized non durable medical supply that meets the VCESMA 504 Policy. Medical supplies will be restocked by City with the exception of oxygen and controlled substances.
 - f. Maintenance & Repair– Contractor shall be responsible and bear all costs for all routine preventive maintenance and repairs of ambulances. Contractor shall adhere to its maintenance and maintenance records plan during the contract period. Disruption in service due to Contractor’s non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.

The Proposal shall describe the maintenance plan, vehicle service records system, and mechanism for allowing the City to inspect vehicle service records.

10. Facilities

- a. Ambulance Station / Crew Quarters – The Proposal shall describe in detail the facilities that will be used to comply with the terms of the contract and the delivery of the services. The City prefers two locations, one for the primary office and ambulance station and the other for a secondary substation. The preferred locations are within a one mile radius of Saviers Road and Channel Islands Boulevard and within a one mile radius of West Gonzalez Avenue and Lantana Street. Facilities at minimum shall provide sleeping quarters, dayroom, shower, and kitchen facilities.
- b. Security – The Proposal shall describe the security plan/measures that will be used to adequately protect the personnel, equipment, supplies, and Ambulances while in quarters and in the field setting.
- c. Inspections – The on-duty Department EMS Coordinator or designee will have the authority, but not the obligation, to inspect all facilities, properties, vehicles, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations. Contractor refusal to permit such an

inspection will be deemed a major breach and grounds for immediate contract termination.

11. Operations

- a. Dispatch – Contractor shall be solely responsible for obtaining, installing, and maintaining a system that directly links all contract ambulances and crews, and will be solely responsible for all installation, maintenance, repair, and other related costs necessary to ensure that the system remains operational at all times. Contractor shall describe how the above system will be provided and maintained
- b. Incident Command & Patient Authority – Responsibility for patient care and authority to make assessment, treatment, and/or transport decisions vests with Paramedic(s) on the scene. Scene management is defined by Californian statute and resides with the Captain/Incident Commander and/or the Paramedics in charge of the patient and/or incident. Contract employee's actions should be in support of, and consistent with those efforts. Contract employees shall respond to the directions of City and first responder personnel in a positive and affirmative manner. At times when the contract ambulance arrives prior to First responders the paramedic on scene shall function as the Incident commander until a first responder agency arrives on scene.

12. **Time Standards** – The following ground ambulance time standards must be met at a compliance rate of at least 90% (fractile) by contract crews. Monetary penalties will be applied for non-compliance with time standards with limited exemptions.

ALARM to ENROUTE INTERVAL, 07:00 - 23:00 →	≤ 1 minute
ALARM to ENROUTE INTERVAL, 23:00 - 07:00 →	≤ 2 minutes

E. Second Tier Services: RESERVE AMBULANCES

1. Reserve Ambulances – There will be times when contract “first tier” ambulances must be taken out of service for mechanical problems, routine maintenance, operational needs, or other various reasons. During these situations, Contractor must be able to immediately provide a fully operational emergency ambulance until the “first tier” Ambulance is put back into service. Reserve ambulances shall not be used for routine service and on a temporary nature.
 - a. The Proposal shall describe the capacity and plan for providing reserve ambulances in these situations.
2. Vehicle Specifications – The Proposal shall describe the specific vehicles that will be used as reserve ambulances for the City contract. Tier 2 ambulances must meet the same state and local safety regulation and standards and may not exceed 200,000 miles.

3. Minimum Required Equipment / Supplies / Inventory

- a. Radio - Each reserve ambulance shall be equipped with the same capabilities as Tier 1 units.
- b. Automatic Vehicle Locator (AVL) System – Each reserve ambulance shall be equipped with AVL hardware and software / GPS system that interface with Dispatch.
- c. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all reserve ambulances complies with Ventura County protocols.
- d. Standardized Inventory – The Proposal shall describe the plan/system to ensure standardization of EMS equipment and supplies of ambulances with the EMS equipment and supplies used by the City.
- e. Ambulance Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all reserve ambulances are at all times equipped and supplied with the minimum required inventory. The Proposal shall describe the supply/restock system generally and explain how reserve ambulances will be restocked specifically.

4. Maintenance & Repair – Contractor shall be responsible and bear all costs for all routine preventive maintenance and repairs of reserve ambulances. Contractor shall adhere to its maintenance and maintenance records plan during the contract period. Disruption in service due to Contractor's non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.

- a. The Proposal shall describe the maintenance plan, vehicle service records system, and mechanism for allowing the City to inspect vehicle service records.

5. Vehicle Replacement

- a. General Replacement Policy - Whenever a Tier 1 ambulance must be taken out of service for any reason (including mechanical failure or scheduled preventive maintenance) Contractor shall ensure that a replacement ambulance is immediately provided that meets the above requirements. When a Tier 1 unit is out of service for more than 30 days a reserve unit meeting the spec's for Tier 1 ambulance must be provided.
- b. The Proposal shall describe the replacement ambulance plan, including the designations (unit number) and specifications and mileage of the planned replacement ambulances.

F. Third Tier Services: SURGE PLAN

1. Surge Capacity Defined – For purposes of this RFP and subsequent Agreement with the prevailing Proposer, Surge Capacity is defined as the maximum delivery of emergency ambulance response and transportation services that City’s EMS System can provide when all of its available and potential resources are mobilized. Both City and Contractor must have plans in place to handle routine foreseeable surge situations (e.g., during periods of heavy call volume, including isolated Multiple Casualty Incidents), as well as larger scale sudden disaster situations or major Multiple Casualty Incidents affecting multiple EMS jurisdictions at the county or state levels.
2. Surge Plan – The Proposal shall describe the Surge Plan in all details. The proposer shall describe their “in-house” capabilities to provide surge. If the proposer plans to utilize the services of another or outside vendor proposer must include a description of the vendor’s capabilities to meet the needs for surge capacity.
3. Vehicle Specifications – Contractor may use any ambulance in its fleet for surge purposes so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Ventura County EMS Agency.
4. Minimum Required Equipment / Supplies / Inventory
 - a. Radios – Surge ambulances normally stationed within Ventura County shall be equipped with one mobile and two portable/handheld VHF radios meeting the requirements of Tier 1 and Tier 2 ambulances. Surge ambulances brought into Oxnard from outside Ventura County shall be equipped with two portable/handheld VHF radios meeting requirements of Tier 1 and Tier 2 ambulances. Contractor must have sufficient reserve of such radios to allow for immediate deployment on surge ambulances
 - b. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all surge ambulances complies with Ventura County 504 protocols. Durable Medical Equipment such as gurneys, stairchairs, and ECG monitors shall be serviced at regular intervals. Record of service along with regular safety inspections of equipment shall be provided annually. All Contractor equipment shall be compatible with current Oxnard fire equipment and be capable of interfacing with Ventura County EMSA EPCR, and QA/QI systems. Any change to high value equipment will be discussed with the contractor prior to implementation.
 - c. Ambulance Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all surge ambulances are at all times equipped and supplied with the minimum required inventory.

5. Special Events – City will sometimes utilize its Ambulances for non-emergency purposes that will normally be scheduled in advance. During these special events, Contractor shall provide a backup ambulance and crew for the duration of the event, to cover for the unit involved and allow them to participate without interruption, provided the City gives Contractor sufficient advance notice.
6. Exclusivity Exception – Contractor will be the exclusive provider of all Contract, surge and backup emergency ambulance services for the City except in exigent and extenuating circumstances.
7. Data Collection & Reporting – Contractor shall track all relevant data from all ambulance responses initiated by the City. Contractor shall prepare and submit a report (electronic/e-mail preferred) to City on a quarterly basis. Before commencement of the contract period, the City and Contractor will meet to discuss and agree on the reporting format and the specific information to be included. Each quarterly report shall include, but not necessarily be limited to, the following:
 - a. Individual Incident Data (for each incident in a given 3-month period) – City Incident Number, Ambulance Unit Number (indicate if another ambulance company was used), 911 Call Time, Alarm Time, Enroute Time, On Scene Time, At Patient Time, Scene Departure Time, At Hospital Time, Transfer of Care Time, Available Time, Alarm to Enroute Interval Time, Enroute to On Scene Interval Time.
 - b. Quarterly Incident Totals Data (includes all incidents during a given 3-month period) – Dispatches, Responses Upgraded to Code 3, Responses Cancelled Enroute, Ambulance Crew First At Patient (prior to City arrival), Dry Runs (arrived on scene but no transport), BLS Transports, ALS Transports, Responses Meeting Alarm to Enroute Interval Time Standard, Responses Exceeding Alarm to Enroute Interval Time Standard, Responses Meeting Enroute to On Scene Interval Time Standard, Responses Exceeding Enroute to On Scene Interval Time Standard.

G. Fourth Tier Services: MUTUAL AID

1. Mutual Aid Plan – Contractor shall enter into an Agreement with a separate organization that is licensed, qualified, and capable of providing emergency ambulance response and transportation services for situations when there are no City or Contractor ambulances available. The Agreement between Contractor and the separate organization must be approved by the City before it may commence. This may be completed after the award of the RFP.

The Proposal shall describe the Mutual Aid plan/system in detail.

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through F as shown.
- d) Label each item presented and include additional items on your table of contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Proposers that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**” may be found to be “non-responsive” and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail:

Phone:

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- ☐ Tab A: Proposal Checklist (*this page*)
- ☐ Tab B: Acknowledgements
- ☐ Tab C: Company Profile/ Experience
- ☐ Tab D: Scope of Services
- ☐ Tab E: References
- ☐ Tab F: Cost/Budget Narrative
- ☐ Tab G: Proposer Attachment

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, _____ of _____
Printed Name of Agent/Officer **Name of Organization**

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____ Date: _____

Title of Agent/Officer: _____

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Insurance
- d. Conflict of Interest
- e. Governing Law
- f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. Prior to award of contract Proposer must produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new

company/firm/contractor, upon termination or expiration of this agreement for any reason; and

- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Company legal name and legal business status (i.e. partnership, corporation, etc.) If your firm is a sole proprietorship doing business under a different name, please indicate sole proprietor's name and the name you are doing business under. If your firm is incorporated, please list the State Incorporated.

PROPOSER'S RESPONSE:

2. Business Address, number, email address and website address.

PROPOSER'S RESPONSE:

3. Length of time the firm has been in business and length of time at current location.

PROPOSER'S RESPONSE:

4. Contact person/project manager in reference to this solicitation, please provide phone number, email address.

PROPOSER'S RESPONSE:

5. Company overview and disclosure of services or activities performed, including:
 - a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
 - b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
 - c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
 - d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **PROPOSER'S RESPONSE:**

b. **PROPOSER'S RESPONSE:**

c. **PROPOSER'S RESPONSE:**

d. **PROPOSER'S RESPONSE:**

6. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE:

7. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

8. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Current Responsibilities
- b. Qualifications/Experiences
- c. Education
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. **PROPOSER'S RESPONSE:**

b. **PROPOSER'S RESPONSE:**

c. **PROPOSER'S RESPONSE:**

d. **PROPOSER'S RESPONSE:**

e. **PROPOSER'S RESPONSE:**

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Tab D - References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	

Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of all contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:

Tab E - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses. Proposers may also include any other documents as information to further explain the proposed costs.

COST SHEET EMT (FULL TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
# of Hours*					
Hour Wage avg.					
Annual OT**					
Paid Vacation					
Paid Holidays					
Sick Leave					
Continuing Ed.					
Uniforms					
Tuition					
Health Care***					
Deductible					
Dental***					
Deductible					
Vision***					
Deductible					
Other					
Other					
Other					

*number of hours to be considered full time

**amount of overtime paid based on FLSA/staffing requirements

***amount paid by employer that counts against total employee costs

COST SHEET EMT (PART TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Hour Wage avg.					
Paid Vacation					
Paid Holidays					
Sick Leave					
Continuing Ed.					
Uniforms					
Tuition					

Health Care**					
Deductible					
Dental**					
Deductible					
Vision**					
Deductible					
Other					
Other					
Other					

**amount paid by employer that counts against total employee costs

COST SHEET PARAMEDIC (FULL TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
# of Hours*					
Hour Wage avg.					
Annual OT**					
Paid Vacation					
Paid Holidays					
Sick Leave					
Continuing Ed.					
Uniforms					
Tuition					
Health Care***					
Deductible					
Dental***					
Deductible					
Vision***					
Deductible					
Other					
Other					
Other					

*number of hours to be considered full time

**amount of overtime paid based on FLSA staffing requirements

*** amount paid by employer that counts against total employee costs

COST SHEET PARAMEDIC (PART TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Hour Wage avg.					
Paid Vacation					
Paid Holidays					
Sick Leave					
Continuing Ed.					
Uniforms					
Tuition					
Health Care**					
Deductible					
Dental**					
Deductible					
Vision**					
Deductible					
Other					
Other					
Other					

**amount paid by employer that counts against total employee costs

COST SHEET SUPERVISOR (FULL TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Hour Rate avg.					
Annual OT*					
Paid Vacation					
Paid Holidays					
Sick Leave					
Continuing Ed.					
Uniforms					
Tuition					
Health Care**					
Deductible					
Dental**					
Deductible					
Vision**					
Deductible					
Other					
Other					
Other					

*amount of overtime paid based on FLSA staffing requirements

**amount paid by employer that counts against total employee costs

COST SHEET VEHICLES

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Fuel					
Repair/maintenance					
Registration					
Insurance					
Lease/Depreciation					
Total Vehicle Cost					

COST SHEET A&G

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Rents & Leases					
Utilities					
Office supplies					
Overhead					
Indirect cost					
Other					
Total A&G Cost					

COST SHEET INSURANCE

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Workers Compensation					
General liability					
Errors & Omissions					
Other					
Total Insurance Cost					

COST SHEET PROFESSIONAL SERVICES

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Legal					
Training					
Associations					
Other					
Total Professional Sev.					

Tab F - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab F. When pasting attachments to Tab F, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Proposer’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

PROPOSER’S RESPONSE: Located in “Attachment 2”

Tab F - Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab F. When pasting attachments to Tab F, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Proposer’s response box with the words “See Tab F.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
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Attachment 2		
Attachment 3		
Attachment 4		
Attachment 5		

Attachment 6		
Attachment 7		

EXHIBIT B



Proposal to Provide ALS Ambulance Transport Services for the

City of Oxnard

Solicitation # FI-21-51

February 19, 2021



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COVER LETTER & VENDOR APPLICATION FORM



FALCK

COVER LETTER & VENDOR APPLICATION FORM

Falck Mobile Health Corp.
1517 W. Braden Ct.
Orange, CA 92868

February 19, 2021

City of Oxnard
Purchasing Division, Finance Department
300 West Third St.
Oxnard, CA 93030



Ms. Garcia:

On behalf of Falck Mobile Health Corp. ("Falck"), thank you for the opportunity to respond to the City of Oxnard's RFP for ALS Ambulance Transport Services (Solicitation No. FI-21-51). Falck Mobile Health Corp. is formerly known as Care Ambulance Service, Inc. With over 100 years in emergency services, Falck is one of the largest and oldest international ambulance service providers in the world and in the United States. Falck is highly qualified to execute the RFP's requirements and offers unparalleled service, stability and industry expertise. Falck has a proven track record of successfully partnering with EMS agencies and first responder agencies to achieve EMS system priorities, continuous quality improvement and desired results. Importantly, we tailor our services to meet local needs and bid responsibly to ensure our ability to deliver on our contractual commitments.



Based upon a careful analysis of the RFP, local market conditions and Falck's similar contract experience, we are confident in Falck's ability to deliver a fiscally prudent and sustainable EMS program, in collaboration with Oxnard Fire Department, that meets all objectives. Our proposal describes Falck's methods for achieving the Scope of Work in support of the Fire Department's mission to optimize patient outcomes by providing superior and compassionate prehospital care. Key elements of our proposal include:

- No RFP/Contract Exceptions
- 3 Field Supervisors, 1 on duty 24/7
- 16 EMTs+ & 16 Paramedics+
- Two Oxnard Ambulance Stations
- Experienced Clinical/Operations Manager
- Substantial Experience Under Similar EMS Models
- Tier 1 Ambulances – 6 Ford E350 Type III
- Tier 2 Ambulances – 2 Mercedes Sprinter Type II
- Tier 3 Ambulances – 2 Mercedes Sprinter Type II (Oxnard-based)
- Additional 5+ Surge Units – BLS, LA-Based
- Extensive MCI/Disaster & ICS Experience

Sincerely,



Troy Hagen
Chief Commercial Officer, Falck Mobile Health Corp.
(714) 980-3136; troy.hagen@falck.com

City of Oxnard
Purchasing Division

Solicitation #21-51
Bid Close Date: 02/19/21 by 2:00 PM PT.

**VENDOR APPLICATION FORM
FOR
RFP NO. 21-51
ALS AMBULANCE TRANSPORT SERVICES**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Falck Mobile Health Corp.

Contact Person for Agreement: Troy Hagen, Chief Commercial Officer

Corporate Mailing Address: 1517 West Braden Court

State and Zip Code: Orange, CA 92868

E-Mail Address: troy.hagen@falck.com

Phone: (714) 980-3136 Fax: N/A

Contact Person for Proposals:
Troy Hagen

Title: Chief Commercial Officer E-Mail Address: troy.hagen@falck.com

Business Telephone: (714) 980-3136 Business Fax: N/A

Is your business: (check one)

☐ NON-PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Matt Gallagher</u>	<u>Director & Chief Executive Officer</u>	<u>(714) 288-3800</u>
<u>Michael Gorman</u>	<u>Director</u>	<u>(714) 288-3800</u>
<u>Ali Mian</u>	<u>Director & Chief Financial Officer</u>	<u>(714) 288-3800</u>
<u>Dan Richardson</u>	<u>Director</u>	<u>(714) 288-3800</u>
<u>Rick Richardson</u>	<u>Director</u>	<u>(714) 288-3800</u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: Tax ID 33-0285453Business License Number: Business license will be obtained upon contract award.

(If none, you must obtain a Business License upon award of contract.)

Business License Expiration Date: Business license will be obtained upon contract award.

BACKGROUND & PROJECT SUMMARY



FALCK

BACKGROUND & PROJECT SUMMARY

Falck understands and appreciates Oxnard Fire Department's (OFD's) mission to provide exceptional emergency medical response, prehospital care and ALS-level ambulance transportation services. We also understand and agree that OFD holds sovereign and absolute administrative and operational authority over the provision of prehospital EMS within the jurisdiction. Falck stands ready to support the City's public-private partnership vision by delivering the Four Tiers of Service delineated in the RFP.

We sincerely appreciate OFD's advocacy for the community they serve and the Department's expressed desire to provide an EMS system where all aspects of the program and the patient "continuum of care" function as efficiently and effectively as possible. Our management team is committed to working alongside the Department to customize an EMS model that suits the City's needs and provides exceptional results for the public.

The EMS services, leadership and resources Falck offers will achieve the City's goals with this RFP, including:

- 1) Superior prehospital patient care, delivered with compassion and humility;
- 2) Efficient resource utilization to achieve the best patient outcomes;
- 3) System adaptability and responsiveness; and
- 4) Fair and reasonable costs.

Falck has a strong history of collaborating with fire agencies in California to deliver a Scope of Work similar to that required in the RFP. As one of the largest ambulance service providers in California, we offer substantial fleet and staffing resources that are immediately available to initiate service in the City of Oxnard. In collaboration with Oxnard Fire Department, we stand ready to deliver the RFP's Four (4) Tiers of Service and all other contract requirements. Our methods for achieving the RFP's Scope of Work are described in the Method of Approach section, beginning on the next page. *Note:* Falck Mobile Health Corp. ("Falck") is the legal entity under which will perform all work required for this project. The company is referenced as "Falck" throughout our response.

Falck Organization & Project Highlights

- Largest Emergency & Non-Emergency Ambulance Service Provider in Southern California
- CAAS-Accredited in CA Since 1993
- Similar Contract Experience in the Cities of Anaheim, Costa Mesa, Fullerton, La Habra, Santa Ana, San Clemente & Westminster
- Fleet of 319 Vehicles in CA
- Type III First Tier Units
- Type II Second & Third Tier Units
- Additional Surge Capacity from Falck's LA Fleet
- State-of-the Art Equipment
- Experienced Clinical/Operations Manager, Extensive Local Support in Southern CA & a Dedicated Contract Implementation Team
- Financially Strong & Stable
- Committed to Customizing Patient Transport Solutions with OFD
- Active in Community Outreach
- No Exceptions to RFP or Scope of Work Requirements

METHOD OF APPROACH



FALCK

METHOD OF APPROACH

Sections A and B of the Scope of Work are addressed above in the “Background and Project Summary” Section. The remainder of the Scope of Work is addressed in this section.

C. General Requirements

1. Performance Expectations

Falck shall perform all contractual services per both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters delineated in the contract and to the City's complete satisfaction. All statements made and actions taken by Falck in the execution of contractual obligations shall be done in a prudent, professional and courteous manner that supports and/or advances the City's EMS mission to optimize patient outcomes by providing prehospital care and transportation that is effective, efficient and compassionate. Falck's decision-making and conduct reflect the highest ethical standards, comports with the principles of fairness and equal justice and demonstrates respect and dignity for all human beings.

2. Contract Performance Costs

Unless otherwise indicated, Falck will pay all expenses necessary to meet the RFP/contract requirements and perform contractual services and obligations. Unless otherwise indicated, Falck will pay all expenses necessary to meet the RFP/contract requirements and perform contractual services and obligations. We bid responsibly and with transparency regarding operating costs to ensure the long-term sustainability of the proposed EMS program. Falck provides the best value for the City for the high-quality services and equipment we provide.

3. Contract Performance Standards

During the contract period, Falck will ensure that all facilities, properties, vehicles, materials and associated with contracted services are in good condition, fully functional and maintained in a clean, orderly and organized manner.

4. Inter-Agency Communications

To foster a communicative and cohesive working relationship with OFD staff and the City, Falck shall designate an official liaison to the City of Oxnard, whose permanent office shall be located in Ventura County. Upon award and in consultation with the OFD, Falck shall establish its local operations base and identify dedicated, local key personnel, including the liaison for this collaboration. For the RFP response, Falck's Chief Commercial Officer, Troy Hagen, shall act as the company's designated liaison and point of contact. Troy's office is located in the City of Orange, California. He will travel to Oxnard, as needed, to be onsite and available for meetings with OFD and City staff and to ensure a smooth contract implementation. Once the contract begins, the Oxnard-based Clinical/Administrative Manager will be the primary liaison to the City.

5. Field Supervisor

Falck shall ensure that during each 24-hour shift, there is one (1) designated Field Supervisor(s), stationed within the City of Oxnard, who is immediately available by mobile phone and/or VHF radio to the on-duty City EMS Chief/Supervisor or designee at all times during the shift. To provide 24/7 coverage, Falck will provide three (3) full-time Field Supervisors.

Falck understands and agrees that after the contract is executed and future Field Supervisors are promoted, all Field Supervisors must be fully VCEMSA-accredited paramedics and have a minimum of 2 years of paramedic field experience and 6 months field experience in the Oxnard 911 system. Within 6 months of hire or promotion, Field Supervisors shall complete training in ICS 100, 200 and 300 as well as NIMS 700 and 800. (As a standard business practice, Falck Supervisors meet or exceed the RFP's ICS/NIMS requirements.) Field Supervisors will also complete the VCEMSA Advanced MCI training course on a semi-annual basis or as available.

Field supervisors will be equipped with a Code 3 capable, light-duty truck or SUV paramedic support vehicle (PSV) and advanced life support equipment per VCEMSA Policy 504. To meet this requirement, Falck will provide two (2) new Ford Explorer Interceptor SUVs with full communications capabilities. Attachment 1 includes standard specifications for the 2021 Interceptor model.

Falck understands and agrees Field Paramedic supervisors may provide backup ambulance surge protection when paired with a BLS ambulance in response to an emergency. This method shall not be used as the primary method of surge protection unless the BLS ambulance is solely dedicated to the 911 system. Both supervisor vehicles will be equipped with a LifePak 15 monitor and have full communications and ALS capabilities.

The on-duty Field Supervisor shall respond to any incident within 7 minutes of being requested by Dispatch/Department in the Paramedic Support role or 7 minutes and 30 seconds when paired with a BLS ambulance in response to an emergency call. Falck understands part-time supervisors may be used to cover supervisor absences, vacations and temporary or short-term (<6 month) vacancies due to injury or illness. Field Supervisors shall be VCEMSA-accredited paramedics and have a minimum of one year of paramedic field experience and 6 months of experience in the Oxnard 911 system.

A position description for the Field Supervisor role is included in Attachment 5. Specifications for the proposed Field Supervisor SUVs are included in Attachment 1.

6. Clinical/Administrative Manager

Falck shall designate a Clinical and Administrative Manager who will maintain their office in the City of Oxnard. The Clinical/Administrative Manager shall be responsible for the training, certification, QA/QI and regulatory compliance of his or her personnel. This manager will liaise directly with the Fire Department EMS Coordinator and provide quarterly, or as requested, ambulance response and clinical performance reports. Falck's Clinical/Administrative manager will fulfill a dual role as the local Operational Manager. We understand 24-hour Field Supervisors may not fulfill this role.

Falck proposes Jorge Reyes, EMT-P, to fulfill the role of Clinical and Administrative Manager in the City of Oxnard. Mr. Reyes has 15 years of experience as an Operations Manager in Falck's Care Ambulance Service division in Southern California and is fluent in Spanish. His resume is included with the Key Personnel resumes in Attachment 9.

7. Medical Director

Falck will provide a Medical Director for the company's Oxnard operation. A resume for Dr. Freddy Sotelo, MD, MPH, is included with the Key Personnel resumes in Attachment 9. Dr. Sotelo is fluent in Spanish.

8. Legal Compliance

Falck shall ensure that ambulance personnel have sufficient understanding of and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to:

- 1) California Health & Safety Code, Division 2.5.
- 2) California Code of Regulations, Title 22, Division 9, Chapter 2.
- 3) California Vehicle Code.

Our training program covers all aspects of legal and regulatory compliance specific to employees' roles.

9. Protocols Compliance

Falck shall ensure that ambulance personnel comply with all local, State and Department protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.), as well as Falck's internal protocols. Falck staff, including any individual ambulance operator, shall immediately bring to the City's attention any protocol that appears to conflict with other protocols to reconcile the inconsistency, contradiction or ambiguity. Falck's designated Clinical Manager and Medical Director will monitor ambulance staff performance and oversee adherence to Falck's Quality Management (QM) Plan. A sample QM Plan for ALS services is provided in Attachment 2. Falck will collaborate with OFD to modify the plan to comport with local protocols and standards.

10. Time Standards

Falck understands and agrees the Agreement issued as a result of this RFP will require compliance with the response time standards specified for all areas of City and its operational areas.

11. Equality of Care

Falck will deliver all services in the Scope of Work without regard to a patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status or ability/inability to pay. Equality of care is a corporate-wide service expectation and Falck's standard business practice. We agree any violation of this policy will be deemed a major breach and grounds for immediate contract termination.

12. CQI Plan

Falck shall develop and maintain a comprehensive and relevant Continuous Quality Improvement plan and system that complements and interfaces with City's CQI plan/quality management system. For reference, we have provided a sample ALS-level Quality Management Plan in Attachment 2. This plan will be modified in collaboration with the OFD to align with local EMS standards and protocols.

13. Continuing Education

Falck shall ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure, as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11. Falck will apply to Ventura County to be an approved CE provider, and any continuing education opportunities will be offered to City fire personnel. Our training and education program integrates observations and findings derived through our Quality Management process. Please see Attachment 3 for a complete description of Falck's education programs, including continuing education. The Quality Management Plan is included in Attachment 2.

14. Pilot Programs / Research Projects

Falck shall participate in all approved pilot programs or research projects as requested by the City. Falck understands participation shall entail no additional cost to the City unless determined otherwise. Any additional costs incurred by Falck shall warrant a meet-and-confer negotiation before a new program commences. We understand that services provided under pilot programs or research projects shall be in addition to the other services described herein.

Falck has a long history of participating in innovative research and EMS pilot programs in the United States and internationally. For additional information, please refer to Attachment 4.

15. Comprehensive & Responsive Proposal

Falck's proposal demonstrates how the company will meet all the requirements and expectations specified in the RFP document, including the Scope of Work and all other attachments and addenda. Should any additional information be required, we welcome the opportunity to discuss how Falck may best serve the City of Oxnard and the Oxnard Fire Department.

16. Incorporation by Reference

Falck agrees this proposal will be retained and will be incorporated and referenced and made a part of the final Agreement, except that in the case of any conflicting provisions, in which case the provisions contained in the final Agreement shall prevail.

17. Proposer Fees

Upon execution of a final agreement, Falck agrees to reimburse the City for costs for this RFP process's development and implementation, not to exceed \$100,000. We understand that as the successful proposer, Falck will have options in reimbursing the City for this cost, including submission of a single, one-time payment, four (4) quarterly payments in the first year of the contract, or payment as part of the unit hour cost for one year, to commence upon the start of the contracting period.

D. FIRST TIER: ALS AMBULANCE TRANSPORT SERVICES

1. General

Falck shall provide, staff and deploy four (4) ALS ambulances 24 hours per day and two (2) ALS ambulances 12 hours per day, 365 days per year, for a total of 43,800 yearly unit hours. Falck shall ensure that all six (6) units are staffed at all times by one (1) Paramedic (EMT-P) and one (1) Emergency Medical Technician (EMT). All credentialed staff will be appropriately certified in the Ventura County EMS system. For First Tier services, Falck will provide six (6) Type III Ford E350 ambulances. (First Tier vehicle specifications are addressed in No. 8, below.)

Falck will provide a minimum of 16 EMT-Ps and 16 EMTs to staff the required ambulances. In addition, Falck will provide and one (1) Clinical/Administrative Manager and three (3) FTE Field Supervisors to ensure one (1) Field Supervisor is on-duty 24/7.

An organizational chart for the proposed Oxnard operation is provided in Attachment 6.

2. Staffing & Selection Criteria

All EMTs, Paramedics and other personnel assigned to the Oxnard contract shall be qualified to work in the City of Oxnard EMS system, per all RFP requirements and Falck's minimum standards for these roles. Our proposed shift schedule, including weekly unit hours and Falck's staffing principles, are described below Sections a and b, respectively. Position descriptions for field roles are included in Attachment 5.

a. Staffing Models

Falck will provide 16 EMT-Ps, 16 EMTs, 3 Field Supervisors and one (1) Clinical/Administrative Manager. An organizational chart for the proposed Oxnard operation is included in Attachment 6. Our proposed ambulance staffing model for the City of Oxnard is described here:

Falck Staffing Plan - Oxnard								Weekly Unit Hours		840
								Peak Ambulances		6
								FTE's Required		32
Shift Duration in Hours	Days per Week	Location / Shift	Weekly Unit Hours	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	7	Station 1 / Shift #1	168	6:00	6:00	6:00	6:00	6:00	6:00	6:00
24	7	Station 2 / Shift #2	168	7:00	7:00	7:00	7:00	7:00	7:00	7:00
24	7	Station 1 / Shift #3	168	8:00	8:00	8:00	8:00	8:00	8:00	8:00
24	7	Station 2 / Shift #4	168	9:00	9:00	9:00	9:00	9:00	9:00	9:00
12	7	Station 1 / Shift #5	84	8:00	8:00	8:00	8:00	8:00	8:00	8:00
12	7	Station 1 / Shift #6	84	10:00	10:00	10:00	10:00	10:00	10:00	10:00

Note: Resumes for Key Personnel are provided in Attachment 9 and an organizational chart is in Attachment 6. Wages are provided in the Tab E Cost Proposal/Budget Narrative. Falck's benefits package is included in Attachment 8.

b. Staffing Principles

Falck is committed to collaborating with the Oxnard Fire Department to assemble a team of qualified EMTs and Paramedics who meet or exceed all contract standards, are sufficiently experienced, reliable, cooperative, responsible and compatible with the Department's culture. We understand the value of retaining local staff for program continuity and EMS system familiarity. Falck shall prioritize the retention of local EMTs, Paramedics and Field Supervisors, to the extent desired. We will collaborate with the OFD on a hiring process that recognizes the impact Falck's staff have on Department operations. Should the OFD wish to participate in ambulance staff interviews, we would be happy to accommodate an inclusive process.

Falck's standard position descriptions for field personnel are provided in Attachment 5. These descriptions include the criteria, credentials, physical capabilities and other minimum standards applicants must meet to be considered for each position. Please note that position descriptions will be modified, as needed, for the Oxnard EMS program.

3. Credentials Tracking & Renewal

Falck EMTs and Paramedics are properly credentialed. It is our responsibility and standard business practice to ensure our employees' credentials, including but not limited to State and County certifications/accreditations, are renewed on time. To facilitate this process, Falck uses the ePro Scheduler Plus system. ePro carefully tracks employee credentials and integrates shift scheduling, timekeeping and reporting functionality. Ambulance crews receive automated certification warnings when they log in regarding upcoming expirations or requirements. Scheduling controls prevent employees from staffing ambulances if their certifications lapse or they have exceeded Falck's limitations on consecutive work hours.

We understand and agree that in the unlikely event a Falck employee does work on a City contract ambulance with expired/lapsed credentials, it would be deemed a major breach and grounds for immediate contract termination. For more information on the ePro Scheduler Plus system, please see Attachment 7.

4. Cognitive & Psychomotor Proficiency

Falck ensures ambulance crews demonstrate the cognitive and psychomotor proficiency required to operate competently in an EMS environment. Our proven New Employee Orientation and Training Program, referred to as the Field Training and Evaluation Program (FTEP), is the process through which Falck trains and evaluates new field employees. The program helps ensure staff achieve their maximum potential and are prepared to perform in a high-performance ALS EMS system. FTEP follows the National EMS Management Association's industry-leading guidelines. The program employs an organized structure and rigid training format to ensure all required subjects are covered. New EMTs participate in a minimum of 190 hours of initial training, and paramedic recruits receive a minimum of 240 hours of initial orientation/education. The program includes a combination of ambulance and equipment lectures with practical hands-on experiences. Please see Attachment 3 for a thorough description of the FTEP orientation program and Falck's continuing education program. Attachment 5 includes position descriptions for field staff, including the cognitive/psychosocial standards for each role.

5. General Employment Policies

a. Employee Wellness & Personnel Assistance Resources

Falck offers a comprehensive benefits package to employees, including medical, dental vision, flexible spending accounts, life insurance, disability, 401k retirement and an Employee Assistance Program (EAP). All full-time staff are eligible for benefits, typically on the first of the month following their date of hire. Each year, Falck reassesses the benefits package to ensure the best possible coverage at an economical rate for the company and employees.

For additional information on the 2021 Falck Benefits Program, please see Attachment 8.

b. Criminal Background Check

Falck shall comply with all state EMS Authority and LEMSA criminal history check requirements for all employees who work in Ventura County. Falck shall contact all references given on applications, including but not limited to any former EMS employers. Candidates for Falck employment are thoroughly screened to ensure they meet all applicable company and local EMS system requirements and certifications/qualifications required for their position. The pre-

employment process consists of two phases and is designed to help protect patients, the City, the Fire Department, other public safety partners and the Falck organization.

Phase One of the screening process includes a general knowledge written test, a practical skills assessment appropriate to the position and a panel interview. Applicants who complete this phase will progress. Phase Two is an offer of employment, contingent on successfully completing a routine background and motor vehicle record (MVR) check, pre-employment drug screen and physical ability test. The standardized background screening includes:

- Social Security Number Trace;
- Investigative Nationwide Criminal Search;
- Employment Verification;
- Motor Vehicle Record (MVR) Search; and
- OIG Medicare/Medical Sanction Report (to verify credentials).

Applicants must pass the full screening process, including the drug screen and physical ability test, to proceed to the orientation program.

c. Physical Fitness Testing & Training

Candidates for employment must complete a physical agility/fitness evaluation based upon their position requirements. Applicants also undergo an Avesta EMS and medical transportation behavior-based assessment, which was specifically developed to help EMS organizations select the right people for this specialized healthcare field. Field personnel must be able to perform the physical demands of their position. Physical requirements for each position are included in the job descriptions provided in Attachment 5. New candidates complete a physical ability test during the screening process.

d. Medical Examination / Health Screening

Paramedic and EMT candidates must pass a pre-employment physical/health screening and drug testing, provided at Falck's expense through a local urgent care facility. Screening includes a TB test, which is also conducted annually. Employees are also offered Hepatitis A and B vaccinations at no cost. Additional screenings and vaccinations are conducted any time an employee is potentially exposed to an infectious disease, per State and County requirements and Falck's Infection Control Policy.

e. Local Protocols

Falck employees are trained to comply with local protocols. They receive thorough instruction in system protocols and are tested in their proficiency during orientation. Falck conducts annual refresher training and evaluations to ensure on-going competency. Falck's Quality Management Program, which includes Medical Director oversight, is designed to ensure day-to-day compliance with protocols. The Clinical Administrative Manager, Field Supervisors and designated Field Training Officers will all provide field-level leadership and guidance to ambulance crews. A copy of Falck's Quality Management Plan is included in Attachment 2.

f. Bilingual

Falck shall make it a priority to recruit staff with Spanish language skills. Our proposed Clinical/Operations Manager, Jorge Reyes, and our Medical Director, Dr. Freddy Sotelo, are fluent in Spanish. We are committed to partnering with

diverse community organizations in the Oxnard/Ventura area (Chamber of Commerce, NAACP, Community Relations Commission, etc.) to introduce new populations to EMS careers and to support local recruiting. Falck routinely develops relationships with local EMT training programs to attract a diverse pool of candidates. Bilingual language skills will be included as a preference in Falck job postings. We will communicate with staff and partner agencies regarding the referral of diverse candidates to fill open Falck positions.

To facilitate communication with Spanish-speaking patients, Falck will provide ambulance crews with in-vehicle reference tools for common medical Spanish phrases. Falck staff will also receive training in the use of Google Translate via their mobile device to facilitate communication with patients who do not speak English.

g. Driver History

Falck shall require all ambulance driver candidates to submit a current California Department of Motor Vehicles Driving Record Report, if requested by City. As a standard practice, Falck utilizes the California Department of Motor Vehicles "Pull Notice Program" for ambulance personnel.

h. Driver Training Program

Falck requires all ambulance personnel to complete an industry-leading emergency vehicle operator training program, which helps ensure ambulance operations are operated safely and legally. Our comprehensive in-house training integrates the Emergency Vehicle Operator Course National Standard Curriculum and Coaching the Emergency Vehicle Operator courses CEVO Driver training curriculum. Driver training is required upon hire and staff must complete annual refresher training. For details on our program, please see Attachment 10.

i. Vehicle & Equipment Familiarity

Falck shall ensure that all employees who staff any ambulance as part of the City contract are thoroughly familiar with all aspects of vehicle operation and the location and use of all on-board equipment and supplies. Vehicles are identically configured to promote crew familiarity. Falck trains ambulance crews during their orientation on the proper use and care of equipment. Equipment is inspected prior to every shift.

j. Recruitment & Retention

Falck seeks to recruit and retain the highest quality workforce. To this end, Falck offers competitive compensation and a comprehensive benefits package. The company conducts all human resources and workplace activities fairly and consistently in full compliance with all federal, state and local employment laws and regulations. Employment decisions and actions occur without regard to an employee's or candidate's race, color, religion, gender, national origin, ancestry, age, physical or mental disability, medical condition, marital status, pregnancy, military or veteran status, genetic information, sexual orientation, gender identity, gender expression or any other category protected by federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action and/or termination, layoff, return from layoff, leave of absence/return and training.

Falck understands there are many highly qualified incumbent staff who currently work with the City. We believe that it is in all parties' interests for Falck to retain, to the greatest extent possible, this local system knowledge and expertise to minimize disruption to the EMS system during a service transition. Falck has established processes for retaining

incumbent staff. Upon notification of intent to proceed, our team will reach out to OFD to discuss staffing preferences. We will immediately schedule open house events for local providers to meet the management team and learn more about the organization and hiring process.

A copy of Falck's 2021 Benefits Plan is Attachment 8. We do not currently have a CBA in place for Ventura County or the Oxnard area. Wage projections provided in the Tab E Cost Proposal are estimates only. Falck will adjust wage scales once the CBA wage scale is known.

6. Uniforms & Personal Protective Equipment

a. Uniforms

Falck staff shall wear uniforms that the City approves. Uniforms shall be neat and clean when functioning as an on-duty EMT or paramedic on a City contract Ambulance. We understand uniform requirements may change at any time during the contract's duration, at the sole discretion of the Fire Chief. We also understand any changes to the uniform specifications occur 30-45 days before the new policy will take effect.

Falck field personnel are provided with professional uniforms at no cost to the employees. Falck maintains a Uniform/Professional Appearance Policy that dictates uniforms must be clean, wrinkle-free and appropriately worn. Other standards for professional appearance are established in this policy. Our standard uniform package is described below. Required PPE is addressed in Section b.

THE FALCK UNIFORM PACKAGE		
Item	Full-Time	Part-Time
Class B Shirt	4	2
Pants	4	2
High-Visibility EMS Jacket	1	1
Badge	1	1
Belt	1	1
Nametag (or Embroidery on Shirts)	1	1

b. Personal Protective Equipment (PPE)

Falck will provide its staff with appropriate PPE that meets national safety and California OSHA standards for EMS personnel. Equipment will include a blue helmet, an NFPA 1999-compliant high-visibility protective coat, eye protection, ear/hearing protection, respiratory protection and non-latex disposable gloves. Falck will maintain a stock of no less than three (3) months of disposable PPE. We understand and agree that the Department reserves the right to increase or decrease these requirements based on current threats or states of emergency.

c. Costs

The City shall not bear any Falck uniform or PPE-related costs, except where specified otherwise, including cleaning, maintenance, repair and replacement. Before the contract initiation date, the City and Falck will mutually agree on the PPE specifications.

d. Radios

Falck will provide all required mobile and portable radios. Radio features will meet the following specifications: FCC Part 90 certification, VHF with 1000 channel capability and programming per the current Ventura County Operational Area VHF Communication Plan (including OXD specific zone). Every First Tier ambulance will carry a minimum of one (1) mobile radio and two (2) portable/handheld radios meeting these requirements.

Falck proposes to equip ambulances with one (1) APX 8500 All-Band Mobile Radio and two (2) Kenwood Portable VHF Radios. Falck will provide the programming for the company's radios and reprogram them, as needed, should the Ventura County Op Area Communications Plan be updated. For copies of the proposed radio equipment and all other communications equipment, please see Attachment 11.

e. Incident Alerting

For incident alerting, Falck will provide staff with Motorola Minitor VI pagers capable of receiving Motorola Quick Call two-tone signals transmitted on the Ventura County Operational Area VHF Communications Plan Channel-1 incident dispatch. We will ensure the company stays current with the Ventura County Fire Protection District technology used for incident alerting. A specification sheet for the proposed Minitor VI Two-Two Voice Pager is in Attachment 11.

7. Employee Appearance & Behavior

a. City Policies/Procedures

Falck shall ensure employees adhere to all relevant City of Oxnard Fire Department policies and procedures regarding appearance and behavior, as agreed upon by Falck and City.

b. General Appearance

Falck ensures employees maintain a professional appearance and conduct themselves professional manner. We understand and agree maintain a professional demeanor helps instill confidence in the residents we serve and reflects upon partner agencies and the City in general. Falck maintains comprehensive policies regarding conduct, grooming and appearance. These standards will be reviewed in collaboration with the OFD and refined as needed before the contract start date.

c. Grooming & Hygiene

Falck maintains a grooming and hygiene policy to ensure employees exercise good personal hygiene habits and project a professional image. These standards will be reviewed in collaboration with the OFD and refined as needed before the contract start date.

d. Mental Alertness

Falck requires employees to report for duty well-rested, alert and free from the influence of any substance, legal or illegal, that may impair their judgment or performance.

As a standard business practice, Falck prohibits employees from being on duty for more than 72 hours. Falck requires a minimum 8-hour rest period before returning to duty, in cases where this threshold is reached. Falck understands and agrees that the 72-hour rule may be waived, with approval from OFD, based on extreme unforeseen circumstances.

e. Physical Fitness

Falck field personnel must maintain the level of physical fitness and capacity required to perform their roles. These requirements are screened upon hire and delineated in position descriptions. Falck is one of the few service providers that requires EMT and Paramedic candidates to pass a physical exam and fitness-for-duty screening, including a lift test and isokinetic strength assessment conducted by a physician. For additional information on the physical requirements for field positions, please see Attachment 5.

f. Conduct

Falck maintains corporate and local policies related to safety and professional conduct. Policies are covered during New Employee Orientation. A copy of the company's Code of Conduct is included in Attachment 12..

g. Advocacy

Falck understands and agrees that employees are deemed part of the EMS system. Falck expects employees to always act in the EMS system's best interest and to advocate for the patients in their care. Ambulance crews will be properly oriented to the Oxnard system before staffing ambulances. They will also complete any required OFD EMS operations training.

8. Vehicle Specifications

For First Tier vehicles, Falck proposes six (6) Type III Ford E350 ambulances with a V10 engine from our Southern California fleet. These vehicles are ready for service and meet or exceed California Highway Patrol, California Department of Motor Vehicles, U.S. Department of Transportation and Ventura County EMS Agency requirements. We understand and agree that all vehicles shall be subject to the reasonable approval of the City. Per the RFP, all First Tier ambulances will be limited to a maximum of 150,000 miles. On an annual basis, Falck shall provide the Department with copies of CHP and annual safety inspections.

Falck selected the six (6) First Tier units, specified in the table below, based upon the RFP's vehicle requirements, the two-year term for the agreement, the vehicles' good condition and the economical value they offer the City. We want to reiterate, however, that Falck has a large fleet of ambulances in California. We would be happy to present the City with additional fleet options and cost estimates, should that be desirable. We welcome the opportunity to discuss in person a Falck fleet package that will best meet the City's needs and budget considerations.

TIER 1 – TYPE III AMBULANCES

Unit No.	Model Year	Make	Model	Body Type	VIN Number	License Plate	OEM Mfr. Date	Build Number	Chassis Upfitter	Engine Type	Mileage
330	2013	Ford	E350 SD	Mod	1FDWE3FS2 DDA75167	CARE 330	04/13	R45733	Leader	6.8 Gas	142662
331	2013	Ford	E350 SD	Mod	1FDWE3FS9 DDA56468	CARE 331	02/13	R45693	Leader	6.8 Gas	145752
332	2013	Ford	E350 SD	Mod	1FDWE3FS2 DDA59096	CARE 332	02/13	R45703	Leader	6.8 Gas	144371
338	2013	Ford	E350 SD	Mod	1FDWE3FS6 DDA75169	CARE 338	04/13	R45743	Leader	6.8 Gas	139486
373	2014	Ford	E350 SD	Mod	1FDWE3FS8 EDB20985	CARE 373	06/14	R54244	Leader	6.8 Gas	144858
374	2014	Ford	E350 SD	Mod	1FDWE3FSX EDB20986	CARE 374	06/14	R54254	Leader	6.8 Gas	122555

9. Minimum Required Equipment / Supplies / Inventory

a. Radios

Falck will provide all required mobile and portable radios. Radio features will meet the following RFP specifications: FCC Part 90 certification, VHF with 1000 channel capability and programming per the current Ventura County Operational Area VHF Communication Plan (including OXD specific zone). Every First Tier ambulance will carry a minimum of one (1) mobile radio and two (2) portable/handheld radios meeting these requirements.

To meet the communications requirements, Falck will equip ambulances with one APX 8500 All-Band Mobile Radio and two (2) Kenwood NX-5200 VHF Radios. Falck will provide the programming for the company's radios and reprogram them, as needed, if the Ventura County Communications Plan is updated. Radio and communications specifications are included in Attachment 11.

b. Automatic Vehicle Locator (AVL) System

Each ambulances shall be equipped with a Cradlepoint AVL hardware and software / GPS system that interfaces with the Dispatch center. A specification sheet for the proposed Cradlepoint AVL router is included in Attachment 11.

c. Medical Equipment & Supplies Inventory

Falck will ensure its ambulance medical equipment and supplies comply with Ventura County EMSA protocols (VCEMSA Protocol policy 504). The company will purchase all medical equipment required for its ambulance fleet. As a standard practice, durable medical equipment is serviced at regular intervals but at least annually, in accordance with manufacturer recommendations. Routine equipment inspections are conducted at the beginning of each shift

All Falck equipment shall be capable of interfacing with the Ventura County EMSA ePCR and QA/QI systems. Falck is proposing to use the ImageTrend Elite ePCR system. We understand that any Department change of equipment will be discussed with Falck prior to implementation. (More information on the ImageTrend ePCR is provided in Attachment 19.

Falck will provide on every ambulance:

- One (1) Stryker Power Pro X Cot with the Expandable Patient Surface (capable of lifting 500 pounds);
- One (1) Stryker Stair Chair with track system rated with a minimum 500 pound load limit;
- One (1) Set of any combination of EMS carry bag, O2 bags or EMS pelican case as first in response pack;
- One (1) Lifepak 15 EKG Monitor/Defibrillator. Lifepak 15s feature 12-lead capability, non-invasive pacing, SpO2, NIBP, SpCO, EtCO2 and cellular modem.
- All associated carrying cases, cables, pouches, blood pressure cuffs and sensors, to include SpCO.

For equipment specifications, please see Attachment 13.

d. Standardized Inventory

Inventory and equipment on Oxnard ambulances shall be standardized to assure staff familiarity. Falck will confer with OFD regarding the location of equipment or supplies accessible to Department staff.

e. Supplies Restock System

Falck understands the City shall provide Falck with standardized non-durable medical supplies that meet the VCESMA 504 Policy. We also understand that medical supplies will be restocked by the City, except for oxygen and controlled substances. Falck proposes to use the Narc Box system to secure controlled substances on ambulances. For Narc Box specifications, please see Attachment 14.

f. Maintenance & Repair

Falck shall be responsible and bear all costs for all routine preventive maintenance and repairs of ambulances. Falck shall adhere to its maintenance and maintenance records plan during the contract period. We agree that disruption in service due to Falck's non-compliance with the maintenance plan would be considered a major breach and grounds for immediate contract termination.

Falck will utilize the services of two local dealerships to provide preventive maintenance and repairs for Tier 1 (Ford) and Tier II (Mercedes Sprinter) ambulances, as well as the Ford Explorer Supervisor SUVs. Vehicles are maintained according to the manufacturers' recommended service intervals. Engines will be replaced as needed to maintain our fleet. Falck utilizes the FleetWave records management system for fleet records. We will collaborate with the City on a convenient process for the City to inspect service records. The local dealerships Falck plans to use for fleet maintenance and repair services include:

Vista Ford of Oxnard
1501 Auto Center Dr,
Oxnard, CA 93036

Mercedes Benz of Oxnard
1511 Auto Center Dr,
Oxnard, CA 93036

10. Facilities

a. Ambulance Station / Crew Quarters

Falck shall provide the ambulance stations and crew quarters required to deliver the scope of services and meet RFP requirements. Upon notification of intent to proceed with a contract, Falck will secure appropriate facility locations, based upon market availability, in the City's preferred location (within a one mile radius of Saviers Road and Channel Islands Boulevard and within a one mile radius of West Gonzalez Avenue and Lantana Street). These facilities will provide sleeping quarters, a dayroom, shower and kitchen facilities.

Falck has already engaged an agent to identify appropriate locations meeting the following additional requirements (contingent on available properties):

- Primary Office & Ambulance Station: Approximately 10,000 sq ft of space, including 5,000 sq ft in office and crew quarters and 5,000 sq ft of warehouse and garage space to house two 24-hour and one 12-hour ambulance crew, plus space for training and administration.
- Sub-Station: approx. 5,000 sq ft for two 24-hour and one-12 hour crew quarters, plus parking/garages

b. Security

Falck provides security systems to protect personnel, equipment, supplies and ambulances while in quarters and in the field. Standard facility security measures include access-controlled doors, Falck photo ID badges that operate designated points of entry for specific staff and during specific hours, and interior and exterior cameras with a video feed to our 24/7 dispatch center. Field crews follow clear procedures regarding vehicle security and personal safety while working in the field.

c. Inspections

Falck understands that the on-duty Department EMS Coordinator or designee will have the authority, but not the obligation, to inspect all facilities, properties, vehicles and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations. We also understand that Falck's refusal to permit such an inspection would be deemed a major breach and grounds for immediate contract termination.

11. Operations

a. Dispatch

Falck will obtain, install and maintain a system that directly links all contracted Falck ambulances and crews to dispatch. We understand and agree that Falck will be solely responsible for all installation, maintenance, repair and other related costs necessary to ensure that the system remains operational at all times.

Tier 1 and 2 ambulances will connect with the City's provided CAD system using the TriTech VisiNET mobile solution. Our in-house IT staff will collaborate with the Dispatch Center to ensure vehicle dispatch systems are established before the contract initiation date. Falck has extensive in-house experience using the TriTech VisiNET system.

b. Incident Command & Patient Authority

Falck understands and agrees the responsibility for patient care and authority to make assessment, treatment and/or transport decisions vests with the Paramedic(s) on scene. We understand and agree scene management is defined by California statute and resides with the Captain/Incident Commander and/or the Paramedics in charge of the patient and/or the incident. Falck thoroughly trains staff in the Incident Command System. Our EMTs and Paramedics are prepared to fulfill their appropriate role within the ICS framework. Falck employees shall respond to City and first responder directions in a positive and affirmative manner. We understand and agree that in cases where the Falck ambulance arrives before the first responders, the Paramedic on scene shall function as the Incident commander until the Fire Department arrives.

c. Time Standards

Falck understands and agrees that the following ground ambulance time standards must be met by ambulance crews with a compliance rate of at least 90% (fractile). We understand monetary penalties will be applied for non-compliance with time standards, with limited exemptions.

ALARM to ENROUTE INTERVAL, 07:00 - 23:00 → ≤ 1 minute

ALARM to ENROUTE INTERVAL, 23:00 - 07:00 → ≤ 2 minutes

E. SECOND TIER SERVICES: RESERVE AMBULANCES

1. Reserve Ambulances

When a First Tier ambulance is taken out of service for mechanical problems, routine maintenance, operational needs or any other reason, Falck will immediately provide a fully operational emergency ambulance until the First Tier Ambulance is back in service. We understand and agree that reserve ambulances shall not be used for routine operations and may only be used temporarily.

a. Capacity & Plan for Reserve Ambulances

Falck proposes to provide two (2) dedicated ALS reserve ambulances for the City of Oxnard contract. These Type II Mercedes Sprinters will be equipped to the same standards as First Tier units and will be in the City and immediately available to rotate into the system as needed.

2. Vehicle Specifications

Falck proposes the following two ALS-equipped units for use as reserve ambulances for the City contract. Tier 2 ambulances will meet the same state and local safety regulations and standards as Tier 1 units. These units will not exceed 200,000 miles.

Second Tier Reserve Ambulances

Unit No.	Yr	Make	Model	Type	VIN Number	License Plate	OEM Mfr. Date	Build No.	Chassis	Engine Type	Miles
314	2013	Sprinter	2500	Van	WD3PE7CC2 D5747231	CARE 314	11/12	45503	Leader	3.0L	131480
358	2013	Sprinter	2500	Van	WD3PE7CC6 D5778160	CARE 358	02/13	45363	Leader	3.0L	115086

3. Minimum Required Equipment / Supplies / Inventory

a. Radio

The Tier 2 reserve ambulances will have the same radios as First Tier units. Falck will equip ambulances with one APX 8500 All-Band Mobile Radio and two (2) Kenwood NX-5200 VHF Radios. Falck will provide the programming for the company's radios and reprogram them, as needed, if the Ventura County Communications Plan is updated. Radio and communications specifications are included in Attachment 11.

b. Automatic Vehicle Locator (AVL) System

Reserve ambulances will be equipped with the same AVL hardware and software / GPS for interface with Dispatch as the First Tier ambulances. Falck uses the Cradlepoint IBR 900 series router for AVL. Communications equipment specifications are provided in Attachment 11.

c. Medical Equipment & Supplies Inventory

Falck shall ensure that all the reserve ambulances' medical equipment and supply inventories comply with Ventura County protocols.

d. Standardized Inventory

Falck will standardize the location and inventory of EMS equipment and supplies on ambulances to ensure items are ready and quickly accessible to ambulance and first responder crews.

e. Ambulance Supplies Restock System

Falck will ensure the Tier 2 ambulances are fully stocked at the contract start. Units will only be restocked by the City if they are used to provide 9-1-1 services.

4. Maintenance & Repair

Falck shall bear all costs for routine preventive maintenance and repairs of reserve ambulances. We will also adhere to the company's maintenance and maintenance records plan throughout the contract period. Falck understands and agrees disruption in service due to Falck's non-compliance with the maintenance plan would be considered a major breach and grounds for immediate contract termination.

a. Maintenance Plan & Vehicle Service Records

Reserve vehicles will be maintained in the same manner as First Tier ambulances, per manufacturer guidelines. Falck intends to contract with Mercedes Benz of Oxnard to provide routine maintenance for the proposed Tier Two ambulances. Records will be maintained in the FleetWave records management system.

5. Vehicle Replacement

a. General Replacement Policy

When a Tier 1 ambulance is removed from service for any reason, including mechanical failure or scheduled preventive maintenance, Falck will immediately provide a replacement ambulance that meets the Tier 1 requirements. If a Tier 1 unit is out of service for more than 30 days, Falck will provide a reserve unit that meets the Tier 1 ambulances specifications.

In the event of vehicle failure or accident, etc., Falck will immediately provide a replacement vehicle from the company's fleet that meets the RFP's requirements.

Falck will adhere to the mileage requirements in the agreement.

F. THIRD TIER SERVICES: SURGE PLAN

1. Surge Capacity Defined

For purposes of this RFP and the subsequent Agreement, Falck agrees that Surge Capacity is defined as the maximum delivery of emergency ambulance response and transportation services that the City's EMS System can provide when all of its available and potential resources are mobilized. Falck routinely plans for foreseeable surge situations (e.g., periods of heavy call volume, Multiple Casualty Incidents), as well as large-scale sudden disaster situations or major Multiple Casualty Incidents affecting numerous EMS jurisdictions at the county or state levels. We have established procedures for recalling staff and quickly deploying additional response resources to meet surge demands.

2. Surge Plan

Falck has substantial fleet and staffing capacity in the region that will provide in-house surge response resources in the City of Oxnard. For immediate surge capacity, Falck will station two (2) Sprinter ambulances in the City of Oxnard (in addition to the dedicated two (2) Second Tier Reserve ALS ambulances). Falck will use these ambulances for interfacility transport (IFT) services as well as surge protection. Vehicle information for the surge units is included below:

Third Tier Surge Ambulances - Oxnard

Unit No.	Yr	Make	Model	Type	VIN Number	License Plate	OEM Mfr. Date	Build No.	Chassis	Engine Type	Miles
359	2013	Sprinter	2500	Van	WD3PE7CC4 D5780795	CARE 359	03/13	45373	Leader	3.0L	66,575
307	2013	Sprinter	2500	Van	WD3PE7CC7 C5700453	CARE 307	06/12	45432	Leader	3.0L	101,498

In addition to the two (2) ALS Tier 2 Reserve units and two (2) Oxnard-based BLS Surge units (listed above), Falck can staff 5+ additional BLS units from the Los Angeles operation within 60 minutes. As needed, a Field Supervisor and/or the Clinical/Operations Manager will staff the Oxnard-based or LA surge resources at the ALS level, using the monitor/defibrillators from the Supervisor SUVs. Falck has established and proven policies for recalling crews to staff ambulances during surge events. In cases of large-scale disasters, our operations team quickly collaborates to ensure resources are appropriately deployed, without adverse impact to 911 operations in any community we serve.

To further enhance EMS system capacity, Falck believes that IFT transports within the City of Oxnard (at the BLS, ALS, and CCT level) be exclusive to the selected provider. This arrangement offers advantages to the City's 911 system:

- IFT units offer readily available resources, should surge or mutual-aid be needed
- Shared overhead and facility costs help reduce unit-hour costs to the City

3. Vehicle Specifications

Falck understands the company may use any ambulance in the fleet for surge purposes, so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the U.S. Department of Transportation and the Ventura County EMS Agency. In California, Falck currently operates a fleet of 319 Type III, Type II, SUVs and other support vehicles, which may be drawn upon to provide surge capacity or replace vehicles, as needed.

4. Minimum Required Equipment / Supplies / Inventory

a. Radios

Falck will equip the two (2) surge ambulances normally stationed within Ventura County with one (1) mobile and two (2) portable/handheld VHF radios that meet the same requirements as Tier 1 and Tier 2 ambulances. Surge ambulances brought into Oxnard from outside Ventura County shall also be equipped with two (2) portable/handheld VHF radios meeting Tier 1 and Tier 2 ambulances requirements. Falck will ensure a sufficient reserve of portable radios to allow for immediate deployment on surge ambulances. Communications specifications are included in Attachment 11.

b. Medical Equipment & Supplies Inventory

Falck shall ensure that the medical equipment and supply inventories on all surge ambulances comply with Ventura County 504 protocols. Durable Medical Equipment is serviced at regular intervals. Service and inspection records will be provided to the City on an annual basis. Falck uses the FleetWave system to document maintenance.

All Falck equipment shall be compatible with current Oxnard Fire equipment and capable of interfacing with Ventura County EMSA EPCR and QA/QI systems. We understand and agree that any changes to high-value equipment will be discussed with Falck before implementation.

c. Ambulance Supplies Restock System

Falck shall pay all costs associated with ensuring surge ambulances are equipped and supplied at all times with the minimum required inventory.

5. Special Events

Falck routinely staffs ambulances for special events in the communities we serve, and we are happy to provide special event coverage in the City of Oxnard. We understand the City sometimes requires ambulances for non-emergency purposes and that these events are normally scheduled in advance. During special events, Falck will provide a backup ambulance and crew for the event's duration to cover for the unit involved and allow the assigned crew to participate without interruption, provided the City gives Falck sufficient advance notice.

6. Exclusivity Exception

Falck understands the company will be the exclusive provider of all contract, surge and backup emergency ambulance services for the City, except in exigent and extenuating circumstances. Our proposal provides appropriate staff and fleet capacity to meet the EMS program's needs and the RFP's requirements.

7. Data Collection & Reporting

Falck shall track all relevant data from all ambulance responses initiated by the City. Falck shall prepare and submit an electronic report to City every quarter. Before the contract commences, we will meet with the City to discuss and agree upon the reporting format and the specific information. We propose to utilize Microsoft Power BI to report the required data, which would originate from Falck's LA Dispatch Center and ZOLL CAD System.

Each quarterly report shall include, but not necessarily be limited to, the following:

a. Individual Incident Data (for each incident in a given 3-month period)

City Incident Number, Ambulance Unit Number (indicate if another ambulance company was used), 911 Call Time, Alarm Time, Enroute Time, On Scene Time, At Patient Time, Scene Departure Time, At Hospital Time, Transfer of Care Time, Available Time, Alarm to Enroute Interval Time, Enroute to On Scene Interval Time.

Quarterly Incident Totals Data (includes all incidents during a given 3-month period) – Dispatches, Responses Upgraded to Code 3, Responses Cancelled Enroute, Ambulance Crew First At Patient (prior to City arrival), Dry Runs (arrived on scene but no transport), BLS Transports, ALS Transports, Responses Meeting Alarm to Enroute Interval Time Standard, Responses Exceeding Alarm to Enroute Interval Time Standard, Responses Meeting Enroute to On Scene Interval Time Standard, Responses Exceeding Enroute to On Scene Interval Time Standard.

G. FOURTH TIER SERVICES: MUTUAL AID

1. Mutual Aid Plan

For mutual aid, Falck shall enter into Agreements with separate, licensed, qualified organizations capable of providing emergency ambulance response and transportation services during times when City or Falck ambulances are not available. We understand and agree that the City must approve any agreement between Falck and a separate organization before the agreement may commence.

Falck maintains mutual aid agreements with ambulance service providers throughout the State of California. Upon contract award, Falck will pursue mutual-aid contracts with area agencies.

QUALIFICATIONS & EXPERIENCE



FALCK

QUALIFICATIONS & EXPERIENCE

Please also see Falck's response to the Tab C Company Profile/Experience section.

1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip and the date local office opened its doors for business.
Falck Mobile Health Corp.
2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state and zip code and date local office opened its doors for.
Not applicable.
3. List all businesses owned or controlled by yourself (proposer) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
Care Ambulance Service, Inc., has been in business since 1969. The company's name changed to Falck Mobile Health Corp. in 2020.
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
Falck operates in California under the Falck and Care Ambulance Service brands.
5. How many years have you been in business under your present business name?
Care Ambulance Service, Inc., has been in business since 1969. The company's name changed to Falck Mobile Health Corp. in 2020.
6. List all business names that you operate in the City of Oxnard and the County of Ventura that are involved in ambulance operations/ambulance transportation related services.
None.
7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a contract involving ambulance operations / ambulance transportation related services.
None.
8. Provide a list of current and previous contracts similar to the requirements for this RFP, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services and the name, title and telephone number of the person who may be contacted regarding your organization's service record.
The requested list of contracts is provided in Attachment 22.

9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

Falck is a demonstrated leader in the delivery of high-performance emergency 9-1-1 ambulance services in the United States. Please note that the operations described below do not represent an all-inclusive list of Falck's U.S. service areas but are instead offered to provide insight into operations we believe are commensurate to the RFP's scope of work. Falck Mobile Health Corp. operates in Southern California (formerly Care Ambulance Service). Falck Northern California Corp. operates in the Bay Area.

In Northern California, Falck is the exclusive ALS-level 9-1-1 ambulance service provider for Alameda County and offers primary ALS interfacility and backup ALS-level 9-1-1 services in Sonoma County, Sacramento County and Santa Clara County. Falck's service as the exclusive ALS-level 9-1-1 provider for Alameda County exemplifies the company's capabilities with regard to the successful transition of a large-scale, high-performance ALS 9-1-1 ambulance system. Contracted services in Alameda County began as scheduled on July 1, 2019, following a competitive RFP process in 2018. For perspective on the scope of this operation, the Alameda County EOA is among the largest in the nation. The contract involves collaboration with numerous fire first responder agencies and the seamless integration with two public safety access points (PSAPs). Falck's Alameda County operation encompasses the provision of 24/7 ALS-level 9-1-1 service to more than 1.3 million people in partnership with the County EMS Agency and numerous fire departments. Alameda County historically receives about 140,000 9-1-1 requests for assistance every year. In a typical year, the EMS system transports approximately 100,000 patients to area hospitals.



In Southern California, Falck's Care Ambulance Service is the largest private ambulance service provider in Orange and Los Angeles Counties. Notably, Falck is the exclusive contracted provider in four Orange County emergency operating areas (EOAs) and four Los Angeles County EOAs. Each EOA encompasses several municipalities, with emergency medical services delivered in collaboration with the local fire departments.

In addition to the two county agreements, Falck's Care Ambulance Service directly contracts with several cities in the region to provide 9-1-1 ambulance services under highly collaborative partnerships with fire first responder agencies—models very similar to that envisioned for the City of Oxnard. Altogether, Falck's Southern California operation provides emergency 9-1-1 coverage for more than 5 million people, employs 1,400 EMS professionals, and operates a fleet of more than 300 vehicles. Falck was also recently awarded the exclusive ALS-911 contract for the City of San Diego through a competitive RFP process. Services will commence this year.

In the Pacific Northwest, Falck provides interfacility ambulance services in Washington and emergency 9-1-1 and non-emergency ambulance services in the State of Oregon. Notably, Falck is the contracted ALS-level 9-1-1 ambulance service provider for the City of Salem, Oregon. As the exclusive provider for the Ambulance Service Area (ASA), Falck responds to roughly 25,000 calls for assistance in the City of Salem and portions of Polk County. Annually, Falck transports nearly 19,000 9-1-1 patients in the ASA. The Falck team in Salem also provides innovative 24-hour, hospital-based staffing services for the local hospital system. Under this contracted service,

Falck personnel facilitate patient flow and hospital throughput by assessing and triaging patients as they enter the emergency department.

Falck's 9-1-1 services in Salem illustrate the company's "cold" contract startup experience in the United States. In 2015, Falck launched a full-service operation from the ground up in Salem after the company was named the exclusive provider for the City following a competitive RFP process. Five years later, Falck remains committed to providing exceptional emergency services to the Salem community. Operations have since expanded to include an innovative bike team and medical standby services for the State Fair, which hosts about 78,000 attendees and various other community events.

Falck Rocky Mountain is another example of the company's proven competency in 9-1-1 contract implementation. Falck's highly experienced Colorado leadership team founded Falck Rocky Mountain in 2015, when the company was awarded the exclusive contract to provide high-performance ALS-level 9-1-1 emergency medical services for the City of Aurora in partnership with Aurora Fire Rescue. The company's business focuses solely on providing exceptional emergency and non-emergency medical transportation services within the State of Colorado.

Falck Rocky Mountain has a proven record of successful EMS contract implementation and lasting performance. Falck Rocky Mountain executes sophisticated and proven operational strategies, communications programs and quality monitoring systems to deliver high-performance and efficient results while maintaining quality services.

A testament to the organization's performance under rigorous response-time standards, Falck continually exceeds its contractual response-time requirements in Aurora, where Falck serves a population of 374,000 and responds to more than 40,000 emergency requests every year. The company also provides primary ALS-level emergency ambulance services to Buckley Air Force Base and backup emergency mutual-aid services in neighboring Aurora jurisdictions.

Licensed to operate in nine (9) Colorado counties, Falck Rocky Mountain staff maintain strong relationships with several hospital systems, supplying non-emergency ambulance and other medical transportation for health care systems in the Rocky Mountain region, including HCA-HealthONE, UC Health, Centura Health and Denver Health. The company's commitment to the Rocky Mountain community also involves significant outreach and education programs intended to support public health and safety, which are frequently delivered in collaboration with first responders and other EMS system stakeholders.

We believe each of these service areas exemplifies Falck's unparalleled ability to execute and sustain high-performance emergency 9-1-1 ambulance services in collaboration with local jurisdictions. We would be happy to provide additional information for any of these contracted areas upon request

10. Provide copies of the organization's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:
 - a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.

Falck is a member of the Emergency Medical Error Reduction Group (EMERG). EMERG is a member-driven organization dedicated to improving the safety and quality of our country's emergency medical system. Members from across the emergency medical continuum, from 9-1-1 centers to hospital emergency

departments, collect, analyze and share lessons learned and best practices. EMERG is a federally listed patient safety organization (PSO) and part of the non-profit [Center for Leadership Innovation and Research in EMS](#). Being an EMERG member represents the highest level of dedication to improving the “culture of safety,” or the priority and process of ensuring the highest levels of quality and safety in all aspects of clinical care and service delivery.

- b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards such as the American Ambulance Association, California Ambulance Association, CAAS, etc.

Falck has been CAAS accredited in California since. A copy of our CAAS certificate is provided in Attachment 18.

- c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.

A copy of Falck’s Code of Conduct is provided in Attachment 12. A description of Falck’s training and education programs is included in Attachment 3.

- d. Letters of recommendation from customers and contracting agencies.

Letters of Recommendation from the City of Santa Ana and the City of Westminster are included in Attachment 21.

- e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.

A copy of Falck’s Code of Conduct is provided in Attachment 12. A description of Falck’s training and education programs is included in Attachment 3.

- f. A list of references that will attest to the organization’s ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the organization and the reference.

References are provided in the Tab D Form.

11. City is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization’s participation in local community, charitable and civic organizations and events, including membership in the Chamber of Commerce, charitable contributions made by your organization, etc.

Falck routinely collaborates with fire agencies and other public and non-profit organizations to deliver a broad scope of community outreach and education programs. Our team is committed to collaborating with the Oxnard Fire Department on educational programs that directly address the local community’s unique needs. We welcome the

opportunity to participate in special events. Every year in California, Falck provides hundreds of hours of community service and educational programming. Falck has recently hosted approximately 250 hours of COVID vaccination clinic services and vaccinated more than 10,000 California residents.

For more detailed information on Falck's experience with community education and outreach, please see Attachment 20.

12. Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. The City of Oxnard has a large population of Spanish speakers, proposer should include how hiring Spanish language speakers will be addressed. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

Not applicable.

EQUIPMENT & FACILITIES



FALCK

EQUIPMENT & FACILITIES

The information requested in this section should describe the organization's equipment and facilities to be used in fulfillment of the requirements specified in the Scope of Work. Information shall include:

1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the organization does not currently own or lease a sufficient number of vehicles, provide a description of the organization's plan to acquire the necessary equipment.

First Tier -Type III ALS Ambulances											
Unit No.	Model Year	Make	Model	Body Type	VIN Number	License Plate	OEM Mfr. Date	Build Number	Chassis Upfitter	Engine Type	Mileage
330	2013	Ford	E350 SD	Mod	1FDWE3FS2 DDA75167	CARE 330	04/13	R45733	Leader	6.8 Gas	142662
331	2013	Ford	E350 SD	Mod	1FDWE3FS9 DDA56468	CARE 331	02/13	R45693	Leader	6.8 Gas	145752
332	2013	Ford	E350 SD	Mod	1FDWE3FS2 DDA59096	CARE 332	02/13	R45703	Leader	6.8 Gas	144371
338	2013	Ford	E350 SD	Mod	1FDWE3FS6 DDA75169	CARE 338	04/13	R45743	Leader	6.8 Gas	139486
373	2014	Ford	E350 SD	Mod	1FDWE3FS8 EDB20985	CARE 373	06/14	R54244	Leader	6.8 Gas	144858
374	2014	Ford	E350 SD	Mod	1FDWE3FSX EDB20986	CARE 374	06/14	R54254	Leader	6.8 Gas	122555
Second Tier -Type II -Units ALS Ambulances											
314	2013	Sprinter	2500	Van	WD3PE7CC2 D5747231	CARE 314	11/12	45503	Leader	3.0L	131480
358	2013	Sprinter	2500	Van	WD3PE7CC6 D5778160	CARE 358	02/13	45363	Leader	3.0L	115086
Third Tier - Surge / IFT Units BLS Ambulances											
359	2013	Sprinter	2500	Van	WD3PE7CC4 D5780795	CARE 359	03/13	45373	Leader	3.0L	66575
307	2012	Sprinter	2500	Van	WD3PE7CC7 C5700453	CARE 307	06/12	45432	Leader	3.0L	101498

2. Provide a detailed description of the organization's facilities including storage lots and business offices. In the event that the organization does not currently own or lease sufficient facilities, provide a description of the organization's plan to acquire the necessary facilities within the City of Oxnard.

Falck shall provide the ambulance stations and crew quarters required to meet the scope of services and all RFP requirements. Upon notification of intent to proceed with an agreement, Falck will lease two ambulance stations, subject to market availability, in the City's preferred location. These two stations will provide sleeping quarters, a dayroom, shower and kitchen facilities.

Falck has already engaged an agent to identify potential locations that meet the following requirements:

- Primary Office & Ambulance Station: Approximately 10,000 sq ft of space, including 5,000 sq ft in office and crew quarters and 5,000 sq ft of warehouse and garage space to house two 24-hour and one 12-hour ambulance crew as well as provide administrative/training space.
- Sub-Station: Approximately 5,000 sq ft for two(2) 24-hour and one (1) 12-hour crews, plus parking/garages

3. Provide a detailed description of the security plan for personnel, vehicles, equipment/supplies and facilities.

Falck provides security systems to protect personnel, equipment, supplies and ambulances while in quarters and in the field setting. Standard facility security measures include access-controlled doors, Falck photo ID badges that operate designated entry points for specific staff and during particular hours, and interior and exterior cameras with a video feed to our 24/7 dispatch center. Field crews follow clear procedures on vehicle security and personal safety while working in the field.

FINANCIAL CAPABILITIES



FALCK

FINANCIAL CAPABILITIES

Provide the Proposer's most recent three (3) years of audited financial statements or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capabilities of the Proposer.

Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

Legal proceedings are provided in Attachment 15.

Falck Mobile Health Corp. is privately held and financially strong, offering the City peace of mind in the knowledge that the ambulance service provider they select to provide this critical public safety service is financially secure and stable.

Falck expects to fund the initial capital and ongoing operational expenses through a combination of financing and working capital. The requested three years of audited financial statements are provided in Attachment 16.

STAFFING



FALCK

STAFFING

Falck will provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. Falck will assign specific individuals to the key positions. We agree that, once assigned to work under the contract, key personnel shall not be removed or replaced without written notice to the City.

If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantial less effort to the work than initially anticipated, Falck will immediately notify the City and, subject to the City's mutual agreement, replace such personnel with a candidate of substantially equal ability and qualifications.

Falck Staffing Plan - Oxnard

Weekly Unit Hours	840
Peak Ambulances	6
FTE's Required	32

Shift Duration in Hours	Days per Week	Location / Shift	Weekly Unit Hours	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	7	Station 1 / Shift #1	168	6:00	6:00	6:00	6:00	6:00	6:00	6:00
24	7	Station 2 / Shift #2	168	7:00	7:00	7:00	7:00	7:00	7:00	7:00
24	7	Station 1 / Shift #3	168	8:00	8:00	8:00	8:00	8:00	8:00	8:00
24	7	Station 2 / Shift #4	168	9:00	9:00	9:00	9:00	9:00	9:00	9:00
12	7	Station 1 / Shift #5	84	8:00	8:00	8:00	8:00	8:00	8:00	8:00
12	7	Station 1 / Shift #6	84	10:00	10:00	10:00	10:00	10:00	10:00	10:00

Commitment to the Incumbent Workforce

Falck understands there are many highly qualified incumbent staff who currently work with the City. We believe that it is in all parties' interests for Falck to retain, to the greatest extent possible, this local system knowledge and expertise to minimize disruption to the EMS system during a service transition. We are adept at effecting 9-1-1 service transitions that recognize the significant local talent that already exists in the EMS system.

Upon notification of intent to proceed, Falck will reach out to the OFD to discuss staffing preferences and any particular concerns. We will host open houses on a rotating schedule for incumbent staff to meet with Falck's leadership team and learn more about the company. Should the Department wish to participate in the interview process for key personnel, we would be happy to facilitate this process. All required staff members will be in place and appropriately trained before the contract initiation date.

We will develop a timetable for staff recruitment and training events, in collaboration with OFD, upon notification of contract award. Note: Attachment 9 includes resumes for key personnel. Attachment 6 includes an organizational chart for the proposed Oxnard operation.

COST PROPOSAL



FALCK

COST PROPOSAL

All Proposers are required to use Cost Proposal, Tab E to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

The Tab E Cost Proposal / Budget Narrative is completed and provided on p. 56.

DISCLOSURE



FALCK

DISCLOSURE

Falck does not have any all past or current business or personal relationships with any current elected official, appointed official, City employee or family member of any current elected official, appointed official, or City employee. We understand that past or current business relationships won't necessarily disqualify the proposer from consideration.

SAMPLE SERVICE AGREEMENT



FALCK

SAMPLE PROFESSIONAL SERVICE AGREEMENT

Falck understands the contractor selected by the City will be required to execute a Professional Services Agreement with the City of Oxnard. We reviewed the template of the City's standard Professional Services Agreement (Appendix A), and while this agreement may be modified to suit the specific services and needs of the City in this particular situation, Falck does not take any exception to the terms or any terms in the RFP.

FORMS



FALCK

FORMS

Vendor Application Form

**VENDOR APPLICATION FORM
FOR
RFP NO. 21-51
ALS AMBULANCE TRANSPORT SERVICES**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Falck Mobile Health Corp.

Contact Person for Agreement: Troy Hagen, Chief Commercial Officer

Corporate Mailing Address: 1517 West Braden Court

State and Zip Code: Orange, CA 92868

E-Mail Address: troy.hagen@falck.com

Phone: (714) 980-3136 Fax: N/A

Contact Person for Proposals: Troy Hagen

Title: Chief Commercial Officer E-Mail Address: troy.hagen@falck.com

Business Telephone: (714) 980-3136 Business Fax: N/A

Is your business: (check one)

☐ NON-PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Matt Gallagher</u>	<u>Director & Chief Executive Officer</u>	<u>(714) 288-3800</u>
<u>Michael Gorman</u>	<u>Director</u>	<u>(714) 288-3800</u>
<u>Ali Mian</u>	<u>Director & Chief Financial Officer</u>	<u>(714) 288-3800</u>
<u>Dan Richardson</u>	<u>Director</u>	<u>(714) 288-3800</u>
<u>Rick Richardson</u>	<u>Director</u>	<u>(714) 288-3800</u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: Tax ID 33-0285453Business License Number: Business license will be obtained upon contract award.

(If none, you must obtain a Business License upon award of contract.)

Business License Expiration Date: Business license will be obtained upon contract award.

Ex Parte Communications Certificate

City of Oxnard
Purchasing Division

Solicitation #21-51
Bid Close Date: 02/19/21 by 2:00 PM PT.

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Council Member concerning **RFP No. 21-51 ALS AMBULANCE TRANSPORT SERVICES** at any time after **January 19, 2021**.



Signature

Date: 02/18/2020

Troy Hagen, Chief Commercial Officer
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **January 19, 2021** with a City Council Member concerning **RFP No. 21-51 ALS AMBULANCE TRANSPORT SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

Disclosure of Government Positions

City of Oxnard
Purchasing Division

Solicitation #21-51
Bid Close Date: 02/19/21 by 2:00 PM PT.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Proposer currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Yes _____ None X

If the answer is yes, explain the circumstances in the following space.

None.

Disqualifications Questionnaire

City of Oxnard
Purchasing Division

Solicitation #21-51
Bid Close Date: 02/19/21 by 2:00 PM PT.

DISQUALIFICATION QUESTIONNAIRE

The Proposer shall complete the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Staffing Plan

1. Primary Staff to perform work under this contract.*

Name	Classification/Title	Years of Experience
Jorge Reyes, EMT-P	Proposed Oxnard Clinical / Operations Manager	17
Freddy Sotelo, MD, MPH	Proposed Falck Medical Director	5
Troy Hagen	Commercial Team – Chief Operating Officer & the Falck contact for this project	30
Lorie Lopez	Commercial Team – Director of Operations	28
Michael Gorman	Falck – Regional Managing Director (Advisor)	17
Chris Wilson	Falck – Clinical Manager (Advisor)	20
Bill Weston	Falck – Director of Operations (Advisor)	35
CJ Bartholomew	Falck – Nurse Clinical Manager (Advisor)	20

2. Alternate staff (for use only if primary staff are not available)

Name	Classification/Title	Years of Experience

Substitution or addition of Proposer's key personnel in any given category or classification shall be allowed only with prior written approval of the City.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City approval. The City reserves the right to have any of Proposers personnel removed from providing services to the City under this Contract. The City is not required to provide any reason for the request for removal of any Proposer personnel.

***Experienced Clinical/Operations Manager & Dedicated Commercial Team for Successful Contract Implementation**

Falck has significant experience initiating high-performance 9-1-1 contract services in new jurisdictions and substantial experience operating under the collaborative model envisioned in the RFP. We do not currently provide ambulance services Ventura County; however, we understand there are number of local EMS professionals who currently serve in the area who may be interested in transitioning to the Falck organization. To minimize unnecessary disruption to either the EMS system or the local workforce, Falck seeks to employ, to the greatest extent possible, incumbent EMS system personnel who would be an

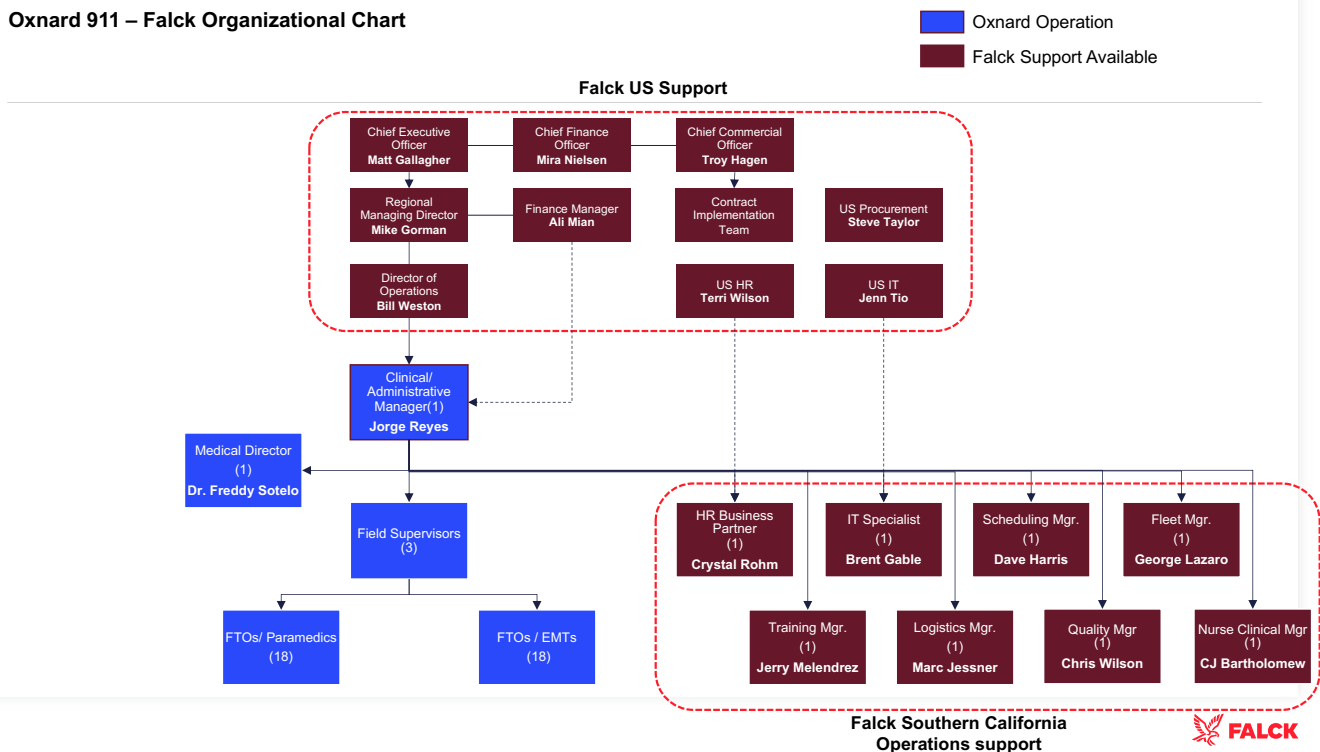
appropriate fit for Oxnard's EMS program. We also value the Oxnard Fire Department's input on key personnel decisions, recognizing that our staff will work closely with Department personnel.

As such, upon contract notification, Falck will reach out to the OFD to gather Department feedback on staffing preferences. We will then quickly identify the permanent key personnel, meeting all RFP requirements, who will be based in the City of Oxnard. We have already identified a highly qualified candidate to fulfill the Oxnard Clinical/Operations Manager role. Jorge Reyes has nearly 20 years of experience in Southern California working in collaboration with local fire agencies under collaborative EMS models. He is also fluent in Spanish. We would be happy to arrange an opportunity for OFD staff to meet with Mr. Reyes.

While final staffing decisions are being made, Falck's dedicated and experienced Commercial Team will immediately begin executing the Scope of Services and preparing for contract initiation. The Commercial team is based in Southern California and focuses exclusively on ensuring new contracts are successfully executed. The proposed Clinical/Operations Manager and Commercial Team, described here will lead the contract implementation, including a smooth workforce transition and retention of talented local staff.

Resumes for these key personnel are provided in Attachment 9. An organizational chart for Falck's proposed Oxnard operation is illustrated below.

Oxnard 911 – Falck Organizational Chart



Tab A: Proposal Checklist

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through F as shown.
- d) Label each item presented and include additional items on your table of contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Proposers that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**” may be found to be “non-responsive” and disqualified from the bid process.

Name of Company: Falck Mobile Health Corp.

Service to provide: ALS Ambulance Transport Services

Main Point of Contact: Troy Hagen, Chief Commercial Officer

E-mail: troy.hagen@falck.com

Phone: (714) 980-3136

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☒ Tab A: Proposal Checklist (<i>this page</i>)	45
☒ Tab B: Acknowledgements	47
☒ Tab C: Company Profile/ Experience	49
☒ Tab D: References	52
☒ Tab E: Cost/Budget Narrative	56
☒ Tab F: Proposer Attachment	62

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, Michael Gorman	of	Falck Mobile Health Corp.
Printed Name of Agent/Officer		Name of Organization

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: 	Date: 02/18/2021
--	------------------

Title of Agent/Officer: Regional Managing Director

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B: Acknowledgements

Tab B - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Insurance
- d. Conflict of Interest
- e. Governing Law
- f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE: Falck accepts all contract terms without exception.

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. Prior to award of contract Proposer must produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

A Certificate of Insurance is provided in Attachment 17.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

If applicable, Falck agrees to abide by the transition requirements specified in a-d.

Tab C: Company Profile / Experience

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Company legal name and legal business status (i.e. partnership, corporation, etc.) If your firm is a sole proprietorship doing business under a different name, please indicate sole proprietor's name and the name you are doing business under. If your firm is incorporated, please list the State Incorporated.

PROPOSER'S RESPONSE: Falck Mobile Health Corp.

2. Business Address, number, email address and website address.

PROPOSER'S RESPONSE: 1517 W. Braden Court, Orange, CA 92868; info@careambulance.net
https://us.falck.com/en/us_emergency/

3. Length of time the firm has been in business and length of time at current location.

PROPOSER'S RESPONSE: 52 years

4. Contact person/project manager in reference to this solicitation, please provide phone number, email address.

PROPOSER'S RESPONSE:
 Troy Hagen, Chief Commercial Officer, (714) 980-3136, troy.hagen@falck.com

5. Company overview and disclosure of services or activities performed, including:
 - a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
 - b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. ***PROPOSER'S RESPONSE:***

No contributions were made.

b. ***PROPOSER'S RESPONSE:***

An organizational chart is provided in Attachment 6.

c. ***PROPOSER'S RESPONSE:***

52 years of business experience

d. ***PROPOSER'S RESPONSE:***

Falck will establish an office and ambulance stations in the City of Oxnard. The exact location will be determined upon contract award.

6. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE: Litigation is provided in Attachment 15.

7. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

Michael Gorman, Chief Executive Officer, and Troy Hagen, Chief Commercial Officer, are authorized to negotiate the agreement.

Email Addresses: Michael.gorman@falck.com and Troy.hagen@falck.com

8. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Current Responsibilities
- b. Qualifications/Experiences
- c. Education
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Proposer's qualifications.

Resumes for proposed key personnel, to include the a-e requirements, are included in Attachment 9.

Tab D: References

Tab D - References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of Santa Ana
Address:	20 Civic Center Plaza, M-15, Santa Ana, CA 92702
Contact person:	Willard Holt, Treasury
Email address:	wholt@santa-ana.org
Telephone:	(714) 647-5456
Project name:	BLS 911 Ambulance Service Agreement with the City of Santa Ana
Dates worked performed:	2012 to Present
Summary of scope of services:	BLS 911 Ambulance Services – Alliance Model
Project cost:	\$4.6MM Annually

Reference 2	
Company name:	City of Westminster
Address:	8200 Westminster Blvd., Westminster, CA 92683
Contact person:	Mark Lauderback, Police Chief
Email address:	MLauderback@Westminster-CA.gov
Telephone address:	(714) 548-3200
Project name:	BLS 911 Ambulance Services for the City of Westminster
Dates worked performed:	2016 to Present
Summary of scope of services:	BLS 911 Ambulance Services – Alliance Model
Project cost:	\$1.4MM Annually

Reference 3	
Company name:	County of Los Angeles (EOA 2, 3, 4, 5)
Address:	10100 Pioneer Blvd., Santa Fe Springs, CA 90670
Contact person:	Cathy Chidester
Email address:	cchidester@dhs.lacounty.gov
Telephone:	(562) 347-1604
Project name:	BLS 911 Ambulance Service Agreement for the County of Los Angeles
Dates worked performed:	2017 - Present
Summary of scope of services:	BLS 911 Ambulance Services – Alliance Model
Project cost:	\$63.9MM Annually

1. **Provide a list of all contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.**

PROPOSER'S RESPONSE:

Falck has been awarded nine 12 contracts over the last (3) three years:

Alameda County

- Year: 2019
- Type of services: Exclusive 911 ALS
- Dollar amounts of services provided: \$59.6MM Annually
- Location: Alameda County, CA
- Contracting company: Alameda County EMS Agency
- Contact Name: Lauri McFadden
- Phone #: (510) 618-2055

Orange County (Regions B, C, D and E)

- Year: 2020
- Type of services: 911 BLS
- Dollar amounts of services provided \$22.7MM Annually
- Location: Orange County, CA
- Contracting company: County EMS
- Contact Name Tamara McConnell
- Phone (714) 834-3500

Cont.

Los Angeles County – EOA 2

- Year: 2019
- Type of services: 911 BLS
- Dollar amounts of services provided: \$1MM Annually
- Location: Los Angeles County, CA
- Contracting company: County EMS
- Contact Name: Cathy Chidester
- Phone #: (562) 347-1604

City of La Habra:

- Year: 2020
- Type of Service: Alliance
- Dollar amounts of services provided: \$1.2MM Annually
- Location: La Habra, CA
- Contracting company: City of La Habra
- Contact Name: Robert Ferrier
- Phone #: (562) 383-4010

City of Anaheim:

- Year: 2019
- Type of Service: Alliance - BLS 911
- Dollar amounts of services provided: \$6.1MM Annually for Tier 1 Services
- Location: Anaheim, CA
- Contracting Company: City of Anaheim
- Contact Name: Pat Russell – Fire Chief
- Contact Phone Number: (714) 765-4000

City of Costa Mesa:

- Year: 2018
- Type of Service: Alliance BLS 911
- Dollar amounts of services provided: \$1.8MM Annually for Tier 1 Services
- Location: Costa Mesa, CA
- Contracting Company:
- Contact Name: Dan Stefano – Fire Chief
- Contact Phone Number: (714) 754-5106

Cont.

City of Fountain Valley:

- Year: 2020
- Type of Service: Alliance BLS 911
- Dollar amounts of services provided: \$1.1MM Annually for Tier 1 Services
- Location: Fountain Valley, CA
- Contracting Company: City of Fountain Valley
- Contact Name: Ron Cookston – Fire Chief
- Contact Phone Number: (714) 593-4436

Santa Ana:

- Year: 2018
- Type of Service: Alliance – BLS 911
- Dollar amounts of services provided: \$4.6MM Annually for Tier 1 Services
- Location: Santa Ana, CA
- Contracting Company: City of Santa Ana
- Contact Name: Willard Holt - Treasury
- Contact Phone Number: (714) 647-5456

Westminster:

- Year: 2018
- Type of Service: Alliance - BLS 911
- Dollar amounts of services provided: \$1.4MM Annually for Tier 1 Services
- Location: Westminster, CA
- Contracting Company: City of Westminster
- Contact Name: Mike Lauderback, Police Chief
- Contact Phone Number: (714) 548-3200

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE: None.

Tab E: Cost / Budget Narrative

Tab E - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses. Proposers may also include any other documents as information to further explain the proposed costs.

COST SHEET EMT (FULL TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
# of Hours* ^a	56 / 42	56 / 42	56 / 42	56 / 42	56 / 42
Hour Wage avg. ^b	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Annual OT**	\$446,006	\$459,386	\$473,168	\$487,363	\$501,984
Paid Vacation	\$59,486	\$61,270	\$63,108	\$65,002	\$66,952
Paid Holidays	\$23,794	\$24,508	\$25,243	\$26,001	\$26,781
Sick Leave	\$5,949	\$6,127	\$6,311	\$6,500	\$6,695
Continuing Ed.	\$6,778	\$6,981	\$7,191	\$7,407	\$7,629
Uniforms	\$12,454	\$12,828	\$13,213	\$13,609	\$14,017
Tuition					
Health Care***	\$111,386	\$114,727	\$118,169	\$121,714	\$125,366
Deductible					
Dental***	\$20,130	\$20,734	\$21,356	\$21,997	\$22,656
Deductible					
Vision***	\$4,026	\$4,147	\$4,271	\$4,399	\$4,531
Deductible					
Other - 401k, Other Benefits	\$35,691	\$36,762	\$37,865	\$39,001	\$40,171
Other - Payroll Taxes	\$107,074	\$110,286	\$113,595	\$117,003	\$120,513
Other - Normal Payroll	\$775,994	\$799,274	\$823,252	\$847,950	\$873,389

*number of hours to be considered full time

**amount of overtime paid based on FLSA/staffing requirements

***amount paid by employer that counts against total employee costs

a. Reflects average work week hours for 24-hour shift / 12-hour shift

b. Wages reflect numbers from AP Triton Report. Collective Bargaining Agreement of current workforce (NAGE) has not been provided.

COST SHEET EMT (PART TIME)^c

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Hour Wage avg. ^b	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Paid Vacation	\$2,454	\$2,528	\$2,604	\$2,682	\$2,762
Paid Holidays	\$982	\$1,011	\$1,041	\$1,073	\$1,105
Sick Leave	\$245	\$253	\$260	\$268	\$276
Continuing Ed.	\$847	\$872	\$899	\$926	\$953
Uniforms	\$1,557	\$1,603	\$1,652	\$1,701	\$1,752
Tuition					
Health Care**	\$4,595	\$4,733	\$4,875	\$5,022	\$5,172
Deductible					
Dental**	\$830	\$855	\$881	\$908	\$935
Deductible					
Vision**	\$166	\$171	\$176	\$182	\$187
Deductible					
Other - 401k, Other Benefits	\$1,473	\$1,517	\$1,562	\$1,609	\$1,657
Other - Payroll Taxes	\$4,418	\$4,550	\$4,687	\$4,827	\$4,972
Other - Normal Payroll	\$31,416	\$32,359	\$33,330	\$34,329	\$35,359

**amount paid by employer that counts against total employee costs

- b. Wages reflect numbers from AP Triton Report. Collective Bargaining Agreement of current workforce (NAGE) has not been provided.
- c. Falck reviews actual hours worked by part-time employees to review eligibility for benefits. These estimated costs are based on experience from our existing operation in Southern California.

Cont. next page

COST SHEET PARAMEDIC (FULL TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
# of Hours* ^a	56 / 42	56 / 42	56 / 42	56 / 42	56 / 42
Hour Wage avg. ^b	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Annual OT**	\$568,552	\$585,609	\$603,177	\$621,272	\$639,911
Paid Vacation	\$74,357	\$76,588	\$78,885	\$81,252	\$83,690
Paid Holidays	\$29,743	\$30,635	\$31,554	\$32,501	\$33,476
Sick Leave	\$7,436	\$7,659	\$7,889	\$8,125	\$8,369
Continuing Ed.	\$9,665	\$9,955	\$10,254	\$10,561	\$10,878
Uniforms	\$12,454	\$12,828	\$13,213	\$13,609	\$14,017
Tuition					
Health Care***	\$139,232	\$143,409	\$147,711	\$152,143	\$156,707
Deductible					
Dental***	\$25,162	\$25,917	\$26,695	\$27,496	\$28,321
Deductible					
Vision***	\$5,032	\$5,183	\$5,339	\$5,499	\$5,664
Deductible					
Other - 401k, Other Bens	\$44,614	\$45,953	\$47,331	\$48,751	\$50,214
Other - Payroll Taxes	\$133,843	\$137,858	\$141,994	\$146,254	\$150,641
Other - Normal Payroll	\$966,365	\$995,356	\$1,025,216	\$1,055,973	\$1,087,653

*number of hours to be considered full time

**amount of overtime paid based on FLSA staffing requirements

*** amount paid by employer that counts against total employee costs

a. Reflects average work week hours for 24-hour shift / 12-hour shift

b. Wages reflect numbers from AP Triton Report. Collective Bargaining Agreement of current workforce (NAGE) has not been provided.

Cont. next page

COST SHEET PARAMEDIC (PART TIME) ^c

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Hour Wage avg. ^b	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Paid Vacation	\$1,473	\$1,517	\$1,562	\$1,609	\$1,657
Paid Holidays	\$589	\$607	\$625	\$644	\$663
Sick Leave	\$147	\$152	\$156	\$161	\$166
Continuing Ed.	\$1,812	\$1,866	\$1,922	\$1,980	\$2,039
Uniforms	\$2,335	\$2,405	\$2,477	\$2,552	\$2,628
Tuition					
Health Care**	\$2,757	\$2,840	\$2,925	\$3,013	\$3,104
Deductible					
Dental**	\$498	\$513	\$529	\$545	\$561
Deductible					
Vision**	\$100	\$103	\$106	\$109	\$112
Deductible					
Other - 401k, Other Bens	\$884	\$910	\$937	\$966	\$994
Other - Payroll Taxes	\$2,651	\$2,730	\$2,812	\$2,897	\$2,983
Other - Normal Payroll	\$58,906	\$60,673	\$62,493	\$64,368	\$66,299

**amount paid by employer that counts against total employee costs

b. Wages reflect numbers from AP Triton Report. Collective Bargaining Agreement of current workforce (NAGE) has not been provided.

c. Falck reviews actual hours worked by part-time employees to review eligibility for benefits. These estimated costs are based on experience from our existing operation in Southern California.

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COST SHEET SUPERVISOR (FULL TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Hour Rate avg- Salary	\$210,000	\$216,300	\$222,789	\$229,473	\$236,357
Annual OT*	\$0	\$0	\$0	\$0	\$0
Paid Vacation	\$14,700	\$15,141	\$15,595	\$16,063	\$16,545
Paid Holidays	\$2,100	\$2,163	\$2,228	\$2,295	\$2,364
Sick Leave	\$0	\$0	\$0	\$0	\$0
Continuing Ed.	\$0	\$0	\$0	\$0	\$0
Uniforms	\$0	\$0	\$0	\$0	\$0
Tuition	\$0	\$0	\$0	\$0	\$0
Health Care**	\$21,706	\$22,357	\$23,028	\$23,719	\$24,431
Deductible	\$0	\$0	\$0	\$0	\$0
Dental**	\$3,972	\$4,091	\$4,214	\$4,340	\$4,471
Deductible	\$0	\$0	\$0	\$0	\$0
Vision**	\$794	\$818	\$843	\$868	\$894
Deductible	\$0	\$0	\$0	\$0	\$0
Other – 401k, Other Benefits	\$23,100	\$23,793	\$24,507	\$25,242	\$25,999
Other – Payroll Taxes	\$16,800	\$17,304	\$17,823	\$18,358	\$18,909
Other					

*amount of overtime paid based on FLSA staffing requirements

**amount paid by employer that counts against total employee costs

COST SHEET VEHICLES

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Fuel	125,170	128,925	132,793	136,777	140,880
Repair/maintenance	112,653	116,033	119,514	123,099	126,792
Registration	8,000	8,240	8,487	8,742	9,004
Insurance	40,000	41,200	42,436	43,709	45,020
Lease/Depreciation ^d	488,671	488,671	0	0	0
Total Vehicle Cost	774,494	783,069	303,230	312,327	321,696

d. 2-year depreciation is based on initial term of contract. Subject to negotiation.

Cont. next page

COST SHEET A&G

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Rents & Leases	207,000	213,210	140,039	144,240	148,567
Utilities	56,400	58,092	59,835	61,630	63,478
Office supplies	18,000	18,540	19,096	19,669	20,259
Overhead	481,911	479,609	471,352	483,345	495,618
Indirect cost (IT and Related)	277,308	265,324	253,862	261,477	269,322
Other – Supplies	185,318	19,339	19,919	20,517	21,133
Other – Start-Up Expense	217,934				
Other – Margin	644,979	619,770	575,849	593,125	610,672
Total A&G Cost	2,088,849	1,673,884	1,539,952	1,584,002	1,629,049

COST SHEET INSURANCE

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Workers Compensation	21,500	22,145	22,810	23,494	24,199
General liability	75,000	77,250	77,250	79,568	79,568
Errors & Omissions					
Other					
Total Insurance Cost	96,500	99,395	100,060	103,061	103,766

COST SHEET PROFESSIONAL SERVICES

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Legal	34,800	35,844	36,919	38,027	39,168
Training	46,997	48,407	49,859	51,355	52,896
Associations	1,200	1,236	1,273	1,311	1,351
Other	84,000	86,520	89,116	91,789	94,543
Total Professional Sev.	166,997	172,007	177,167	182,482	187,957

Tab F: Proposer Attachments

Tab F - Proposer Attachments

Tab F - Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab F. When pasting attachments to Tab F, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Proposer’s response box with the words “See Tab F.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	Ford Interceptor Specifications – Supervisor Vehicle	PDF p. 80
Attachment 2	Falck ALS Quality Management Plan	PDF p. 83
Attachment 3	Falck Education & Training Programs	PDF p. 116
Attachment 4	Falck Research Projects & Experience	PDF p. 123
Attachment 5	Field Position Job Descriptions & Requirements	PDF p. 135
Attachment 6	Proposed Oxnard Organizational Chart	PDF p. 150
Attachment 7	ePro Scheduler Plus System for Credentials Mgmt	PDF p. 152
Attachment 8	Falck Benefits Overview	PDF p. 155
Attachment 9	Key Personnel Resumes	PDF p. 173
Attachment 10	Emergency Vehicle Operator Training	PDF p. 191
Attachment 11	Communications Equipment Specifications	PDF p. 195
Attachment 12	Code of Conduct Training	PDF p. 235
Attachment 13	Medical Equipment Brochures & Specifications	PDF p. 256
Attachment 14	NarcBox Specifications	PDF p. 285
Attachment 15	Litigation	PDF p. 288
Attachment 16	Financial Statements – 3 Years	PDF p. 290
Attachment 17	Certificate of Insurance	PDF p. 347
Attachment 18	CAAS Accreditation	PDF p. 350

Attachment Number	Document Title	Page Number
Attachment 19	ImageTrend Elite ePCR System	PDF p. 352
Attachment 20	Community Outreach & Education Experience	PDF p. 357
Attachment 21	Letters of Recommendation	PDF p. 362
Attachment 22	Contracts List	<u>PDF p. 365</u>



ATTACHMENT 1

Ford Interceptor Supervisor Vehicle
Specification

Falck

Solicitation No. FI-21-51

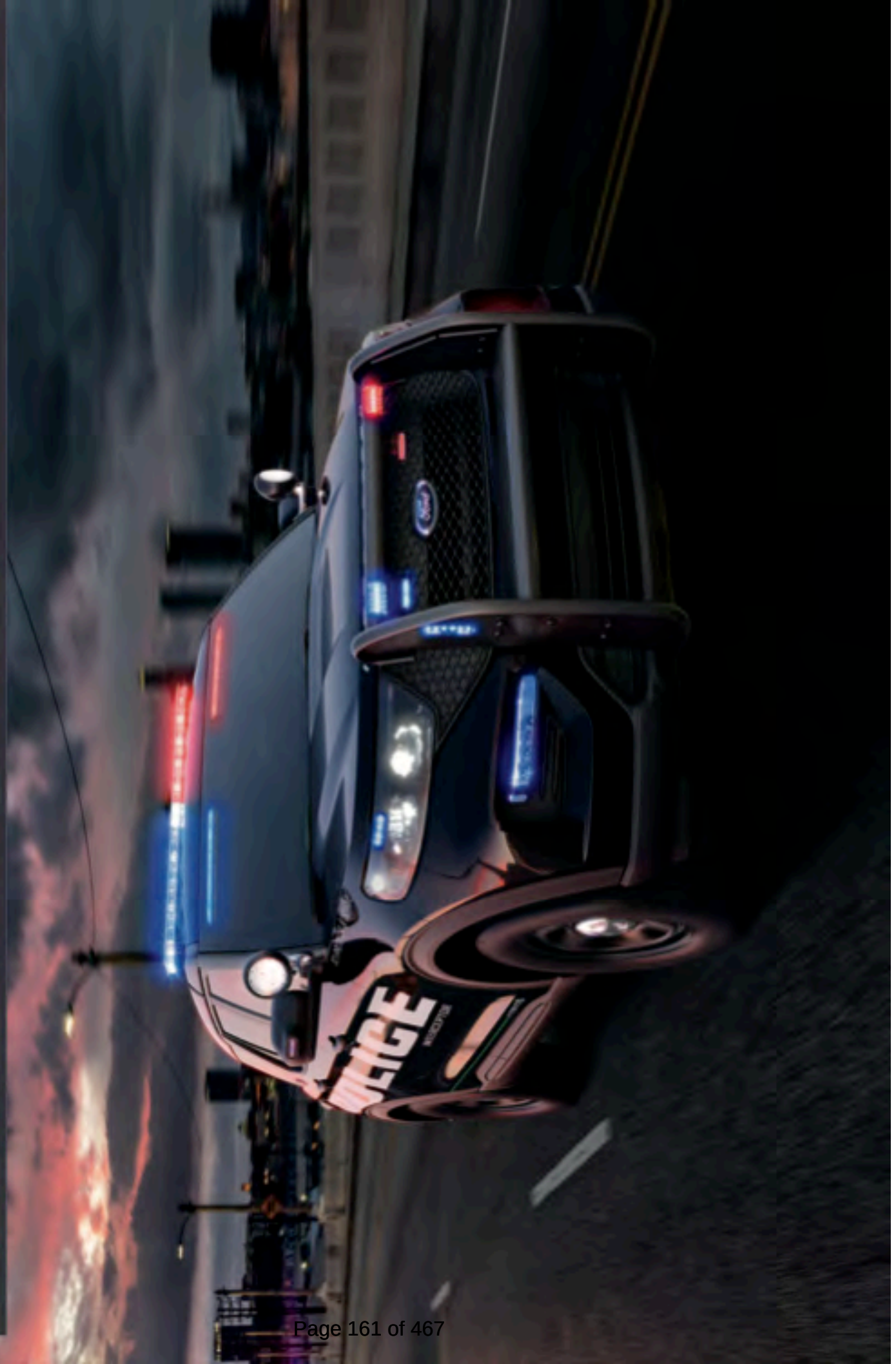
PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD

2021

POLICE & SPECIAL SERVICE VEHICLES



| FORD FLEET





ATTACHMENT 2

Falck ALS Quality Management Plan*

**Example - The actual QM Plan will be customized for the City of Oxnard EMS system.*

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD

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I. Structure and Organizational Description

Falck California

The team of Falck California strives for excellence and transparency. Our commitment to a culture of safety is evident in our Quality Management planning and operation. Our selection process includes culturally adept and competent personnel, training, and validation of competencies, and support of our key mission functions with superior equipment and up to date data driven processes.

As a stakeholder in complex systems of healthcare, along with the EMS Agencies, we offer a team with a progressive outlook on pre-hospital care and transportation. We are open to new ideas, collaboration, and partnerships with our stakeholders, customers, and employees in an effort to uphold our motto: "Always there."

Measuring and assuring the quality of our service is of utmost importance to our team and our employees. It is our expectation that continuous feedback is standard to our operations and our success. We pride ourselves on an environment that acknowledges excellent performance and builds the confidence of our team to assure that self-reporting occurs. As always, "Best of practices" standards are engaged, and service monitoring is ongoing.

Mission Statement

For more than 100 years, it has been Falck's mission to prevent accidents, disease, and emergency situations, to rescue and assist people in emergencies quickly and competently, and to rehabilitate people after illness and injury.

Vision Statement

To develop a major international business working within assistance, healthcare, emergency management, rescue, and rehabilitation services.

Values

The values of our company help employees meet the goals of our organization. As noted above, Falck California's vision is clearly defined and helps give direction for employees to follow. However, for a better understanding, Falck California has defined a set of values that addresses the culture, social responsibility, and the ethics within the community.

The development of the company has been based on the six strong core values: Reliable, Accessible, Fast, Helpful, Competent, and Efficient, which were defined and established in 2002. At Falck California, our values serve as an integrated part of the way we do business. These values guide our behavior and ensure that we make sound decisions that are aligned with our culture. Below is a breakdown of how we use our values every day.

Core Values

Accessible

We are always available and ready to help. This means that Falck California employees are here to help, are friendly, forthcoming, attentive and approachable.

Competent

We constantly make an effort to retain and improve our skills. This means that Falck California employees add to their expertise and they expand and meet new challenges, always deliver, are determined to learn and they consistently refine their skills.

Efficient

We look for solutions rather than problems. This means that Falck California employees take responsibility, show initiative, do the job, and do it on time.

Fast

We respond quickly and with dedication whenever people need our help. This means that Falck California employees are on top of the situation, flexible yet focused, and capable of doing things right—the first time.

Helpful

We want to make people safer in their everyday lives. This means that Falck California employees will make an extra effort, they will share their knowledge, and take pride in being considerate and caring.

Reliable

We repay the faith our customers have in us by always keeping our promises. This means that Falck California employees are people you can trust, can have an open dialogue with, and are dependable, resourceful, and respectful.

Purpose

The purpose of the Falck California Quality Management Plan (QMP) is to establish an effective tool for evaluating and improving the quality of pre-hospital care and medical transportation. This tool will focus on improvement efforts to identify root causes of problems,

interventions that correct problems, and to promote consistent participation in the system. The QMP will also recognize excellence in performance and service to the community.

The Falck California QMP is developed with our focus and aim on consistently focusing on the following tenets of healthcare delivery:

- 1) **Safe:** avoid injuries to crewmembers and patients
- 2) **Effective:** provide only those services that will benefit the patients' well-being
- 3) **Patient-centered:** providing care that is respectful of individual patient preferences, needs, and values, and ensuring the patient's values are considered in making clinical decisions
- 4) **Timely:** reduce waits and delays for our services
- 5) **Efficient:** avoiding waste: including equipment, supplies, ideas & energy
- 6) **Equitable:** providing consistent quality care regardless of personal characteristics such as gender/ethnicity/geographic location/socio-economic status

Prospective, concurrent and retrospective quality management practices are inherent in the Falck California QMP.

PROSPECTIVE EVALUATION

The prospective element is a key component to the Quality Management process. Strong emphasis on prospective will increase the probability of positive findings in concurrent and retrospective evaluation.

The following are key areas of prospective evaluation:

- Employee Recruitment
- Interview Process
- Pre-Employment Physical and Post-Offer Drug Testing
- Affirmative Action Plan
- Internal Education/Training Program
 - o New employee orientation (FTEP)
 - o Field training officer/preceptor program
 - o Continuing medical education (CE)
 - o Individualized training
 - o OSHA required training
 - o Required LEMSA training
- Community Education/Training

- o Ambulance demonstrations
- o Safety and prevention programs
- o Career Day presentations
- o CPR, First Aid, and AED
- o Specialty presentations on EMS related topics

CONCURRENT EVALUATION

The concurrent evaluation is the opportunity to directly observe a process as it works. It provides the opportunity to not only observe but also to educate at the same time. The concurrent phase will provide valuable insight into the effectiveness of the prospective phase. Individuals who perform concurrent evaluation should be well versed in the delivery of care in an uncontrolled environment, with an appreciation of extenuating circumstances.

The following are key areas of the concurrent evaluation process:

- Field Observation
- Inventory/Equipment Audits
- Child/Elder Abuse Mandated Reporting
- Risk Management
 - o Infection control Training
 - o Safety standards
 - o Employee injury reports
 - o Hazardous materials training
 - o Medical hazardous waste handling

RETROSPECTIVE EVALUATION

The retrospective evaluation provides valuable insight to individual and overall system performance. The main drawback to retrospective evaluation is that all findings, positive or negative, are after the fact. The follow-up on issues may have a time delay. This may lead to employees not having complete recollection of events.

Retrospective evaluation is excellent for data collection and trend identification. Findings are then evaluated with adjustments made to the appropriate prospective and concurrent evaluation components to meet system needs.

The following are key areas of retrospective evaluations:

- Current Indicators
- Patient Care Audits

- Base Station Tape Reviews
- Facility/Agency Visits
- Customer Complaint Follow-up
- Documentation of QI Interventions
 - Incident reports
 - Target Corrective Measures by Employees
 - Exceptional performance
- Review of Sentential Events
- Quality Management Committee
- Program Review

Definitions

CES	Clinical/Education Specialist
CQI	Continuous Quality Improvement
PSO	Patient Safety Organization
QM	Quality Management
QMC	Quality Management Committee
QMP	Quality Management Plan
QSC	Quality Sub-Committee
QSC	Quality Sub-Committee
QI	Quality Indicator
LEMSA	Local Emergency Medical Services Agency
TAG	Technical Advisory Group
PCR	Patient Care Record

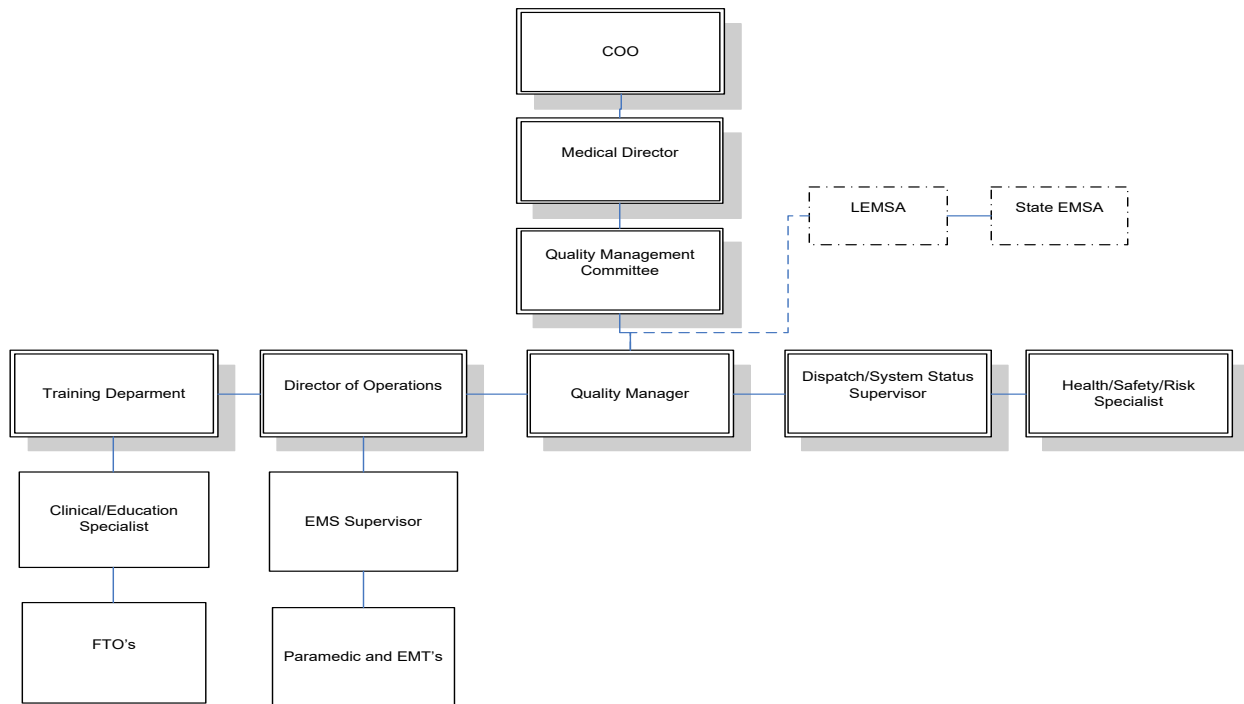
Responsibilities for Oversight

At Falck California, we recognize a QMP is a key element to the success of day-to-day operations and long-term success. The Medical Director will have significant input and control of the Quality Management Plan. The Quality Manager shall be the management representative responsible for the day-to-day monitoring of the plan.

Organizational Chart

Falck California will engage all participants in clinical and quality management of EMS system.

See next page for Org. Chart Graph.



Roles and Responsibilities:

Medical Director

A board certified emergency physician who oversees the internal medical/clinical components of the Falck California's clinical care delivery system.

Demonstrate Falck California's commitment and dedication to the goals outlined in the QMP by serving as a team leader for the organization, providing educational opportunities, training, and encouraging communication of skills to facilitate the team-building network.

Provide oversight of the Falck California's QMP while focusing on the opportunity for improvement as well as identification and prevention of performance shortfalls. Implement resolutions to problems, evaluating outcomes, as well as providing positive recognition for outstanding performance.

Director of Operations

Falck California's Director of Operations is responsible for the overall direction and coordination of the division assigned. Ensures that all Operational Management and Supervisors work with the Quality Manager to implements and support the QMP.

Quality Manager

Falck California's Quality Manager will be the primary resource for QMP activity reporting and will perform or designate the following functions:

- Cooperate with the LEMSA in carrying out the responsibilities of the LEMSA's EMS CQI Program and participate in the LEMSA Technical Advisory Group (TAG).
- Cooperate with the LEMSA in the implementation of state required EMS system indicators.
- Cooperate with the LEMSA in the implementation of state optional EMS system indicators.
- Cooperate with the local EMS agency in monitoring, collecting data on, and evaluating state required and optional EMS system indicators.
- Cooperate with the local EMS agency in monitoring, collecting data on, and evaluating local/regional EMS system indicators.
- Cooperate in the re-evaluation and improvement of state and local EMS system indicators.
- Develop, monitor, collect data on, and evaluate indicators specific to the EMS provider as needed.
- Conduct meetings for internal review of EMS provider information and development of performance improvement plans related to the findings.
- Establish a mechanism to receive input from the local EMS agency, other service providers and other EMS system participants for the development of performance improvement plans.
- Assure reasonable availability of LEMSA CQI Program training and in-service education for EMS provider personnel.
- Prepare plans for expanding or improving the EMS Provider EMS CQI Program.
- Participate in meetings and presentations of state and local EMS system information for peer review to local designated advisory groups and other authorized constituents.

Clinical/Education Specialist

Falck California's Clinical/Education Specialist (CES) oversees and develops training for the clinical and continuing education requirements for the field staff in compliance with the Local Emergency Medical Services Agency (LEMSA). The CES will work with the Quality Manager and QMC to implement the QMP.

Dispatch/System Status Supervisor

Falck California's Dispatch/System Status Supervisor will insure the successful deployment of ambulance resources in the system status plan. Ensure dispatchers are properly utilizing the company's resources.

Operations Supervisor

Falck California's Operations Supervisor shall serve as a liaison to the management team, employees, medical community, and citizens they serve. The Manager is responsible for assuring the EMS Supervisors, Field Training Officers and field employees have the necessary resources to operate effectively.

EMS Supervisor

Falck California's EMS Supervisor is responsible for the smooth operations of field operations, ensuring all Care Ambulance personnel and equipment operate in a professional and efficient manner. The EMS Supervisor provides hands-on daily coaching in the field, offering assistance, guidance, and mentoring to field personnel to improve their level of skill and service

Health/Safety/Risk Management Specialist

Falck California's is responsible for the Health and Safety Programs. He / She works closely with the Operations, Training and Quality Management Program to implement the Falck National and Local Risk Management Plan.

Field Training Officers

Falck Field Training Officers work directly with the new employees to assist with onboarding and peer support. Field Training Officers have daily contact with new hire personnel and other field employees and are responsible for the training and assisting with any questions or issues in their respective of each service area.

Field Employees

Our employees affect our communities, stakeholders, patients, their family members, and other medical professionals on a daily basis. Observations and suggestions for improvement are encouraged to be brought to the attention of the Falck California management team, Quality Management staff, and Medical Director through a variety of communication options which include: incident-reporting, letters to the company, input at the Communication Center level, and electronic communication.

Self-reporting is encouraged and responded to with action plans, training and communication loop closure so the employees and their colleagues recognize they are an integral part of our team success.

QUALITY MANAGEMENT COMMITTEE

The Falck California Quality Management Committee (QMC) is a multi-disciplinary group that utilizes collective insight to evaluate system issues. The committee will meet a monthly and review audit findings/results regarding field care issues, develop Quality indicators (QI's), acknowledge performance improvement, and develop action plans for deficiencies. The committee does not determine disciplinary action. The focus is to look at "global" system-wide issues. If field care is to be reviewed the employees who participated in the call are to remain anonymous. The committee will look at issues such as policies, procedures, protocols, equipment, skills performance and clinical QI's. The group can evaluate any issue at the request of appropriate individuals. To be effective there should be representation from management, the field and dispatch. This is the opportunity for employees to participate in the quality management process and truly make a difference. The committee acts as a resource to the overall EMS system. Quality Manager will manage all meeting minutes and attendance.

The committee will have a chairperson to conduct the meeting and will serve in that role for one (1) year. There will also be a vice-chairperson to back up the chairperson in the event they cannot make the meeting. The chair and vice-chair persons can be any member of the committee.

Falck California is a Patient Safety Organization (PSO) that conducts patient safety activities, which are efforts to improve patient safety and engage in quality improvement activities, in a privileged and confidential environment without fear of litigation, professional sanctions, or injury to professional reputation.

The committee meeting may be composed of as few as four members of the committee or as many as the following:

- Medical Director

- Operations Director
- Quality Manager
- Health/Safety/Risk Management Specialist
- Dispatch/System Status Supervisor
- Operations Supervisor
- EMS Supervisor
- Clinical/Education Specialist
- Field Staff (Paramedics, EMT's)
- Quality Sub-Committee

Quality Sub-Committee

Quality Sub-Committee (QSC) is an ad-hoc developed by the by Quality management Committee or by the TAG for the purpose of finding a solution to a specific improvement need. The QSC may be comprised of personnel from previously stated bodies, company departments or may include consultants or experts from other agencies as needed. Each QSC will be assigned only one specified project and be disbanded on completion. The QSC will be chaired by a member of the Quality Committee.

Technical Advisory Group (TAG)

Falck California is committed to work with all stakeholders to make the EMS system better and correct deficiencies in a timely matter. The Technical Advisory Group (TAG) will work with stakeholders outside of the company. The group will evaluate the Falck California QMP, re-evaluate or improve current indicators, and recommend new indicators. The group will also share best practices with other stakeholders in the EMS system. The group should be convened at least once a year or as needed to meet system needs. Members of the group should include, but are not limited to, representative(s) from the following organizations:

- Falck Medical Director
- Falck Quality Manager
- Falck Operations Supervisor
- Falck EMS Supervisor
- Designated Representative from Receiving Hospital
- LEMSA Representative
- Fire Agency Representative
- Police Agency Representative

Patients Privacy

All Quality Management Committee, Sub-Committee and TAG Meetings will follow strict patient privacy guidelines under Falck California HIPAA Policy, Falck USA Corporate Ethics & Compliance Program and Falck USA Employee Handbook.

II. Data Collection and Reporting

Purpose

Collecting performance data at all levels of the organization allows us to measure the satisfaction of our patients, stakeholders, and employees. From treatment and transport, to customer service, on-time performance, and efficiencies in our delivery model, we will strive to remain on the cutting edge of pre-hospital medicine and transportation services.

Methods

Monitoring our performance to support our crews and provide for the safety of our patients is our primary goal. Clinical data is gathered and reviewed by the QM team and the Medical Director for random audits, investigations, and performance review. Compliant documentation is a component to assess care, transportation, and destination processes, and evaluate adherence to company and county protocols and/or policies. Documentation evaluation is an important tool utilized to assure competency and compliance.

Each and every patient contact shall be documented using a standardized patient care report (PCR). All PCRs that fall under the clinical triggers shall be reviewed by a designated person for overall quality assurance and medical necessity. PCRs meeting specific criteria shall be forwarded on in the QM process to a specified clinical QM person for further review.

Our goal is to observe system performance over time, include interactions between field care providers and receiving facilities, and between clinical crews and other system participants, including co-responders. When aggregated, these observations provide a strong tool for system analysis and process improvement. In order to ensure that quality care and customer service is provided, we implement a prospective, concurrent, and retrospective quality improvement process. This is done through training, peer review, and through the QM process.

Through a clinical supervision structure made up of EMS Supervisors, and the Medical Director, Falck California has the means to evaluate and adjust the quality of the services it provides before the work starts, while work is in progress and after the work has been completed. The performance management program includes the following methods of providing quality improvement:

Field Observation: Operation Supervisors or EMS Supervisors will randomly audit crews to evaluate both team performance and the system in action. Crews will be provided with immediate feedback, compliments, and correction where necessary.

Patient Care Records Review: Patient care reports generated by clinical crewmembers shall be audited for completion and for quality of care provided. All Electronic copies of PCR's and QA forms will be stored in our secured electronic database servers. This data can only be accessed by approved staff. PCR's for audits will be selected according to the criteria listed in the quality indicators located in the QMP.

Quality Management Process

The quality management processes often identify potential clinical issues or excellent clinical care. We encourage all of our employees through to self-report potential clinical issues and constantly address shortfalls through training and clinical reviews. By doing this, Falck California is able to improve the quality of care given by each individual.

In addition to self-reporting, another option for the QM process is through other employees who have reported an issue with clinical care. This can be either through coworkers, managers, or through any other internal employee. We strongly encourage employees to perform with strong and good morals and values using good moral reasoning. This encourages employees to do the right thing and help others get better with patient care. Falck California has high standards with patient care and expects all employees to follow these standards.

Another identified internal process is through routine random audits. Any member of management can perform these audits. The intent behind this process is to non-selectively find patient care reports and evaluate them. This blind process allows Falck California to gather data to determine if a problem is a systemic issue or just a provider issue.

Falck California also uses automatic patient care triggers in its electronic patient care software. These triggers include but are not limited to cardiac arrest, advanced airways, strokes, STEMI's, sepsis, etc. The intent behind this process is to ensure that the best possible care is being delivered. These types of events are considered low-frequency/high-risk patients and will be audited for performance and clinical oversight.

Hospital reporting is another form of quality assurance. Falck California prides itself on its partnerships with local hospitals and utilizes hospital CQI reports and notifications to augment the QMP Plan. This method allows us to provide a well-rounded QMP plan and better opportunities to provide the highest level of care and customer service.

Much like our partnerships with the hospitals, we focus on our relationships with local fire departments. Our goal is to provide the best possible care in conjunction with other health care providers. When an incident report is made via this channel, we look to get the incident information from the fire department and merge it with our investigation. This process allows us to provide both an internal and external view of the same response.

Another method of the QM Process is a County EMS report. This method is less common, but just as important as a hospital or fire department report. As noted above, we focus on our partnerships with the fire departments and hospitals much as we do with the local EMS agencies. When a report is received through this channel, we look to get as much information from other providers that were involved. Once all the information is gathered, we will conclude the investigation and turn a report over to the requesting agency. This method allows for a full and transparent investigation and resolution.

Finally, the last method of an external channel is through patients or customer reports. This process gives us an additional view other than a care provider. This method of reporting is of high importance to us as we are a patient focused and care centered organization. This method of reporting allows us to find both positive and negative care practices and resolve the issues noted from a QM investigation.

Quality Management Flow

Once an issue has been identified, the appropriate Manager, Supervisor or the Quality Manager will open a QM incident in the GEMS system. Once the QM issue has been opened, either the Operations Supervisor or the Quality Manager will assign the QM issue to a EMS Supervisor or they will begin the investigation themselves.

The first step in the process is for the assigned person to begin interviews with the crewmembers involved and any outside agencies. Once sufficient information is obtained, the assigned person will determine if any immediate education is needed. In addition, this step will help reinforce and identify any positive provisions of care and discuss any minor issues identified from the investigation and provide some resolution to those issues.

The second step is to use the systems and behaviors response guide to assign a behavior category. This determines the employee behaviors and if this is a human error, justifiable choice, at-risk choice, system issue and a reckless choice.

The final step is for the assigned person to determine if any additional interventions are needed. If no additional interventions are needed, the QM investigation can be closed. If additional interventions are warranted, then the assigned person will issue either discipline or additional education as needed. Once the discipline or education has been completed, then the assigned person will close the issue in our database.

In some minor cases, additional review will be needed. In these cases, once the supervisor or assigned manager has concluded his or her investigation, he or she will make the determination if additional review is needed. These cases will be brought to the Operations Director and Medical Director where an additional review will take place. The Operations Director and the Medical Director will conclude the investigation with a resolution. All performance improvement plans, must go through the Operations Director and the Medical Director. In

addition, the Operations Director will approve any discipline or additional education prior to issuance by the Supervisor.

When closing the issue, the assigned person will provide a summary of the QM investigation and the resolution provided in the database system. In addition, the assigned person will make contact and provide the County EMS agency with any information needed for reportable events as required by County Policy and set timelines.

Mandatory and Required Reporting

In some of these quality improvement cases, certain incidents will trigger a requirement for a mandatory report to a County EMS Agency. In these cases, all reporting will be made as required by the County Agency.

Peer-to-Peer Reporting

Peer-to-Peer reporting is any incident or event such as minor interpersonal conflicts, misunderstandings, and demeanor issues that are unrelated to patient care activities or minor operational issues.

Quality Indicators

Falck California QMP includes QI's, covering the areas listed in the California Code of Regulations, Title 22, Chapter 12 of the Emergency Medical Services System Quality Improvement Program, which address, but are not limited to, the following:

Personnel

Monitored	Why evaluated	How evaluated	Who evaluates
Workplace Satisfaction	Recruitment & retention	Attrition Rates, Exit Interviews, Open Communication	HR & Management
Lifting and Transfer Techniques	Employee and patient safety	Training review, direct observation, Injury/incident reports, Audits	HR, FTO, CQI, Management

Equipment and Supplies

Monitored	Why evaluated	How evaluated	Who evaluates
Gurney	Ensure Functionality and Safety	Daily Inspections and Annual Inspections	Fleet
Durable Equipment	Ensure Functionality and Safety	Daily Inspections and Annual Inspections	Fleet, Supply, & Management

Vehicle maintenance	Employee & public safety	Daily Vehicle Check	All field employees
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Documentation

Monitored	Why evaluated	How evaluated	Who evaluates
HIPAA Compliance	Compliance with documentation standards	Audit, Incident Reports	CQI, Billing, & Medical Director
Narcotic Logs	Compliance with DEA standards	Audit, Incident Reports	CQI and Management

Clinical Care and Patient Outcomes

Monitored	Why evaluated	How evaluated	Who evaluates
Stroke	Quality of Patient Care, LEMSA, CEMSIS, NEMSIS requirement	Skills validation, incident report, and audit	Management, FTO, CQI, Medical Director
Trauma Activations	Quality of Patient Care, LEMSA, CEMSIS, NEMSIS requirement	Skills validation, incident report, and audit	Management, FTO, CQI, Medical Director
Psychiatric/5150	Quality of Patient Care	Skills validation, incident report, and audit	Management, FTO, CQI, Medical Director
12-Leads	Quality of Patient Care	Skills validation, incident report, and audit	Management, FTO, CQI, Medical Director
Sedatives or Paralytics	Quality of Patient Care	Skills validation, incident report, and audit	Management, FTO, CQI, Medical Director
IO Access	Quality of Patient Care	Skills validation, incident report, and audit	Management, FTO, CQI, Medical Director
Cricothyrotomy	Quality of Patient Care	Skills validation, incident report, and audit	Management, FTO, CQI, Medical Director
Cardioversion/TCP	Quality of Patient Care	Skills validation, incident report, and audit	Management, FTO, CQI, Medical Director
Chest Pain	Quality of Patient Care, LEMSA, CEMSIS, NEMSIS requirement	Skills validation, code data review, incident report, and audit	Management, FTO, CQI, Medical Director
Cardiac Arrest	Quality of Patient Care, LEMSA, CEMSIS, NEMSIS requirement	Skills validation, code data review, incident report, and audit	Management, FTO, CQI, Medical Director

Advanced Airway Management	Quality of Patient Care	Training review, data review, direct observation, Audit	Management, FTO, CQI, Medical Director
Shortness of Breath	Quality of Patient Care, LEMSA, CEMSIS, NEMSIS requirement	Training review, data review, direct observation, Audit	Management, FTO, CQI, Medical Director

Skills Maintenance/Competency

Monitored	Why evaluated	How evaluated	Who evaluates
Certifications	Compliance	Audit and E-Pro	Management and Human Resources
Continuing Education	Compliance	Audit and On-Line Tracking Tool	Human Resources
Infrequent Skills	Employee skill development	Training and skills validation	Clinical Team, Medical Director

Transportation /Facilities

Monitored	Why evaluated	How evaluated	Who evaluates
Chute Times	Contract Compliance & Patient Safety	CAD Reports and Audits	Communications & Management
Response Times	Contract Compliance & Patient Safety	CAD Reports and Audits	Communications & Management

Risk Management

Monitored	Why evaluated	How evaluated	Who evaluates
Patient, Family, and Facility stakeholder complaints	Customer service	Audit and respond to client needs	Managers
Pt Injury	Patient Safety	Incident Reports and Investigations	Managers
Employee Injuries	Employee and patient safety	Audit, injury reports	Human Resources and Managers
Vehicle accidents	Employee and patient safety	Audit, incident report	Managers

Public Education

Risk	Why evaluated	How evaluated	Who evaluates
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Community Education	Patient Safety	Outreach, Donations, Classes and attendance	Managers
Customer Satisfaction	Customer service	Customer Complaints and Compliments	Managers

LEMSA Required

Risk	Why evaluated	How evaluated	Who evaluates
TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD

Quality Indicators will be tracked and trended to determine compliance with established thresholds as well as reviewed for potential issues. Falck California will maintain on-going records ensuring compliance to the requirements set forth. This monitoring system will provide a standardized guideline for the assessment, identification, evaluation, feedback, and implementation of changes to meet the needs of our organization.

Frequency, Analysis, and Evaluation

Data will be evaluated and reviewed on an ongoing basis by the QM Committee, with the goal of mandatory auditing of specific call types (e.g. cardiac arrest, intubation, Bi-PAP usage, bariatric transfers, transfer of care to an alternate pre-hospital agency, transfer of level of care, mass-casualty incidents, non-transports, sentinel events, etc.). The QM Committee and the Medical Director shall continually review the relevance and usefulness of the utilized indicators and will determine whether a change of indicator use is required dependent on quality of data received.

Customer Satisfaction

Customer satisfaction is often viewed as an indicator important to business quality and repeat patronage, but it is also an indicator important to the quality of care provided. Many separate actions experienced by the patient and/or other significant stakeholders leads to a high or low rating of customer satisfaction, including but not limited to staff professionalism, empathy, clinical knowledge, procedural expertise, efficiency, effectiveness, and value. Therefore, aside from the core indicators, customer satisfaction will also be evaluated.

Development of Standardized Quality Indicators

The Process

The primary QM tool is the standardized Quality indicator. Methods for developing and using the indicators to measure EMS system performance are described in the following steps:

STEP 1. Asking the Questions

- The QM committee will review all available incident reports (near misses, patient safety events, customer satisfaction, outside agency issues) and use a brainstorming session with the group find out what questions they have regarding the issues. The committee Chair-Person will clearly state the purpose of the brainstorming session. Take a turn, in sequence, around the entire group. Do not criticize or discuss any ideas. Record each question carefully. Distributing a survey can also facilitate this step.
- Clarify the brainstorming questions and make sure everyone understands all the items. Categorize the questions based upon related subject matter and/or discipline
- Prioritize or rank the questions based upon the level of importance to Committee members.
- If possible, narrow the list of questions by eliminating any duplication or questions which may be too complex or off limits i.e.; finances, working conditions, etc.

STEP 2. Defining the Quality Indicator

Begin by clearly stating the question to be answered. Stratify the question (break down) into steps identifying the structures (who, what, where) and the activities (how), which lead to the outcome, that will be measured.

STEP 3. Develop the Quality Indicator

Standardize how the information will be gathered, and define the following:

- Population (inclusion criteria)
- Data numerator
- Data denominator
- Reporting formula
- Reported item

STEP 4: Collecting the Quality Indicator Information

- Work with technical personnel to design systems which can capture the data
- Develop the easiest and most efficient technology design

- Educate all personnel who will be collecting data on the technology and the QI. This could be EMS Supervisor, Quality Manager, Analyst and Clinical Education Specialist.
- Issue the "step by step - how to memo" information in writing and explain the indicator process
- Provide resource & contact point for FAQ's and troubleshooting

STEP 5: Organizing the Data into Quality Indicator Format

- Assure all data submissions have been received and checked
- Identify and segregate data by indicator or sub-indicators
- Reference the indicator to identify details such as denominators and numerators
- Perform tests as defined previously by the indicator
- Summarize and organize all results
- Prepare data for presentation
- Perform appropriate tests and measurements of central tendencies
- If appropriate-aggregate and blind the data
- Select and prepare appropriate presentation format (Charts, graphs, check sheet, diagram)
- Select appropriate presentation medium (slide, overhead, document)

STEP 6: Present and Evaluate the Quality Indicator

This step also gives participants the opportunity to evaluate the credibility of the data and the meaning of the results. It is very important that all participants do their homework by reviewing the preliminary results prior to the presentation. Participants should receive preliminary reports well ahead of the scheduled evaluation meeting date.

It is at this step in the process where participants will have to make a collective decision; the decision whether to act or not to act on the answer.

Present data

- The data will be presented to QM Committee
- Directors
- Medical Director
- Corporate Board
- Employee's
- Schedule presentation date and time

- Assure all participants can attend presentation
- Issue report, date, time and location of report presentation
- Present report to consortium with project Question-Answer statement from Steps 1 &2
- Present report to consortium with project indicators/measurements
- Present relevant list of benchmarks from past projects & published studies
- Identify any data collection or analysis problems
- Provide consultation regarding data indicators during meeting
- Assure that all participants have had an opportunity to review the results prior to presentation.
- Assure that all pertinent information has been presented
- Evaluate Data
 1. Assure that all participants understand the presented information
 2. Does the data suffice to answer the proposed questions?
 3. Is the data presented in a format that is understood?
 4. Is the data and results reasonably believable?
 5. Is the answer (data) within an acceptable performance range?
 6. Does the answer (data) demonstrate that action to improve performance is warranted?

STEP 7: Acting to Improve the Quality Indicator

- Assure all participants have opportunity for input
- Review results and evaluation process
- Identify reasons for improvement
- Identify and verify root causes or need for improvement
- Brainstorm potential performance improvement-action plans
- Reduce & select performance improvement-action plan
- Decide whether performance improvement-action plan is short term
- (60 days-rapid cycle model) or longer (over 60 days-traditional model)
- Create a performance improvement - action plan with specific steps identifying who, what, how and when they will occur.

- Elect a performance improvement project leader
- Schedule performance improvement plan
- Implement performance improvement plan with appropriate schedule

STEP 8: Checking for Improvement

- Set a target date for re-evaluation
- Repeat steps 1 -8
- Obtain consensus from participants (QM Committee, COO and CEO) for sharing results
- Identify Authors and associated participants
- Draft final publication document
- Resubmit to group for final approval
- Publish document.

Section III: Evaluation of Quality Indicators

Analysis

Falck California uses an electronic trending analysis tools that will be displayed electronically for any stakeholder. Each quarter there is an area for summarizing findings, trends identified, effectiveness of previous actions and corrective actions. The data is reviewed by the Quality Manager or a designee before it is published to the stakeholders.

Presentation

This information will be presented to the QM Committee with the trending analysis tools and any raw data.

The QM Committee will meet to evaluate and discuss the data provided by the Quality Manager or a designee according to the following agenda:

1. Review of prior meeting action items.
2. Presentation of indicators and results/trends.
 - a. For each indicator that the committee reviews, the following process will be followed:

- I. Identify the objectives of the evaluation.
 - II. Present indicators and related EMS information
 - III. Compare performance with goals or benchmarks
 - IV. Discuss performance with peers/colleagues
 - V. Determine whether improvement or further evaluation is required.
 - VI. Establish plan based upon decision
 - VII. Assign responsibility for post-decision action plan
3. Examine correlations between/among trends.
 4. Acknowledgement of positive trends; discussion of unsatisfactory trends.
 5. Receive reports from Quality Sub-Committee, if any.
 6. Discuss changes needed to indicators.
 7. Recommend the chartering of Quality Sub-Committee, if any.
 8. Provide input to the QM Committee from the Strategic Plan.
 9. Summarize action items identified at this meeting.
 10. Recommend training/educational needs.
 11. Evaluation of the meeting.

Section IV: Action to Improve

- A. Once a need for improvement in performance has been identified by the Quality Management Committee or TAG, Falck California will be utilizing the FOCUS-PDSA model for performance improvement. FOCUS-PDSA involves the following steps:
 1. Find a process to improve – the QM Committee/TAG will identify improvement needs.
 2. Organize a team that knows the process – the QM Committee will form QM Sub-Committee(s) as needed and review process documents.

3. **Clarify** current knowledge of the process – review indicator trends relevant to the process, collect other information
4. **Understand** causes of process variation utilizing tools such as fishbone diagrams, Pareto analyses, etc.
5. **Select** process improvement to reduce or eliminate cause(s).
6. **Plan** – State objective of the test, make predictions, Develop plan to carry out the test (who, what where, when)
7. **Do** - Carry out the test, document problems and unexpected observations, begin analysis of the data
8. **Study** - Complete the analysis of the data, compare the test data to predictions, and summarize what was learned
9. **Act** - What changes are to be institutionalized? What will be the objective of the next cycle? What, if any, re-education or training is needed to effect the changes?

Once a Performance Improvement Plan has been implemented, the results of the improvement plan will be measured. Changes to the system will be standardized and/or integrated. A plan for monitoring future activities will be established.

- B. The QM Committee will identify indicators that signal a need for improvement and make recommendations for chartering a QM Sub-Committee with a task, if needed. The QM Committee will select members and charter the Sub-Committee, with a specific objective for improvement. Each Sub-Committee, will use the FOCUS-PDSA model to conduct improvement planning and prepare recommendations or a report for review by the QM Committee on the defined task. The QM Committee will modify or accept and implement recommendations of the Sub-Committee and prepare the report for distribution to the QM Committee or TAG. The QM Committee or TAG will also disband the Sub-Committee, at the appropriate time.

Notify the Departments and Employees

The Quality Manager will put together a department task force to plan and implement the indicator under review. This could be a memo sent out to the field or mandatory training. If the indicator is a clinician documentation improvement issue, then the Operations and Training Department will implement a plan. This plan may be a simple memo to the ambulance crews or a CE class. Quality Manager will report back to the QM Committee with the plan being implemented.

All indicators will be shared with the employees affected by using the electronic bulletin board system used by Falck California.

Periodic Review of Discontinued Quality Indicators

The Quality Manager will review periodically discontinued indicators to make sure they meet the standards of the previous study. If they fail to meet the standards then the discontinued indicator will be brought back to the QM Committee for further evaluation.

V. Training and Education

Purpose

This section describes the measures that Falck California uses to ensure that EMS personnel meet the performance expectations of the community. Prospective Training programs provide a mechanism for ensuring quality performance before work actually occurs – it is prospective performance management.

Selection of Personnel

Falck California has outsourced some personnel selection processes with Avesta Corporation. Avesta utilizes validated testing online to rank the applicant pool a validated process specific to EMS professionals to continue them in the onboarding process. The Falck California management team executes a standardized interview process and a group discussion is completed to review the candidate responses.

During the selection process, candidates must participate in a lift assessment. The lift assessment is EMS / ambulance work specific and must be completed according to our standards.

After completing these early stages of onboarding, the candidate must undergo and pass a medical exam including drug testing, a background check, DMV report, and criminal record search.

Initial Training

The recruit academy will use an organized structure and rigid training format. The EMT-Basis recruit will have minimum 190 hours and the Paramedic recruit will have a minimum of 240 hours.

The Field Training and Evaluation Program (FTEP) is the process in which new hires are trained and evaluated to ensure their maximum potential and opportunity for success as they begin their career with Falck. The program consists of multiple phases and decision points that will be used to determine how the new trainee will proceed. Success is defined when the trainee has progressed through the program to a point in which he or she is working independently and is satisfactorily performing according to the Falck standard evaluation guidelines and other

performance metrics. The FTEP program begins once the employee has successfully completed the hiring process and has accepted employment with Falck California.

Phase 0

Phase 0 (zero) is the time between the conditional job offer and the employee starting the new hire orientation academy. Certain pre-requisites are necessary for the trainee to begin prior to their first day in the academy. These are requirements of federal, state, or local government and must be completed before the trainee is eligible to work in the field. Falck expects these requirements to be completed prior to starting the academy and is considered part of the conditions for employment.

Phase 0 includes ICS 100, ICS 200, IS 700 IS 800 and SEMS. These courses can be found at FEMA.gov. In addition to the FEMA courses, employees will be required to complete their LEMSA accreditation class. The employee must also have an Ambulance Driver's License issued by the State of California. It is expected the Ambulance Driver's License will be obtained prior to Day 1 of the academy. If the employee experiences delays in processing by the DMV, the employee can complete Phase 1 and Phase 2 of the FTEP, but cannot complete Phase 3 until the Ambulance Driver's License is submitted to Falck California. The trainee will complete all courses and submit proof of the completed classes on day 1 of the academy.

Phase 1

Phase 1 (one) is the new hire orientation/academy. The goal of the academy is to cover the didactic material and physical skills necessary to be successful in the field as an EMS provider for Falck. The academy will include classroom, ePCR computer skills lab, clinical operational skills labs, and driver training. Trainees will complete Phase 1 when they successfully pass the academy exit exam. The exam will test familiarity with the content of the academy. If the trainee fails the exam, remedial training may be offered at the discretion of the Training Manager and the opportunity to retest.

The orientation/academy program is taught by our Training Manager/Education Specialist Staff with the assistance of the Training Supervisors who maintains written documentation throughout the process. The Training Supervisors report to the Training Manager who oversees the Training Department.

The following is an overview of the areas that are covered in Phase 1 (one) is the new hire orientation/academy:

- Company Overview and Introductions
- Falck California Policies and procedures, HIPAA Policy, Falck USA Corporate Ethics & Compliance Program and Falck USA Employee Handbook
- Personnel Files (sign required forms and review job description)
- Customer Service
- Patient Lifting and Movement
- Gurney Operations
- Equipment Familiarization
- Radio Procedures
- EMT-B Assisting the Paramedic
- Paramedic Skills
- Patient Restraints
- CPR / AED
- Mapping (Thomas Bros. & District Maps) GPS System used
- Quality Management
- Blood Borne and Air Borne Pathogens
- LEMSA's Expanded Scope of Practices or Accreditations
- LEMSA policies and procedures.
- Patient Care Documentation (ePCR)
- Electronic Software Tools used by the Company (ePCR, GPS, Incident Reporting)
- Hazardous Materials
- Public Agency Requirements (Fire Agency Policies)
- Incident Command System
- Drivers Training
 - Class Room: Emergency Vehicle Operators Course National Standard Curriculum
 - Closed Cone Course where trainees hone their driving skills in a controlled environment.

Phase 2

Phase 2 (two) is the first experience in the field at Falck California. The trainee is a 3rd person along with a two person EMS team, one of which is a Field Training Officer (FTO). This initial two-week phase is intended to both train and evaluate the trainee to be a good Falck employee. While this phase is predominantly about training the individual, the trainee will be evaluated each shift according to the company approved Standard Evaluation Guidelines (SEGs) and documented on the Daily Observation Report (DOR). The FTO involved during this phase will either move the trainee on to Phase 3 or call for a meeting with the Training Manager and Training Supervisor to recommend an extension of Phase 2, remedial training or termination from the FTEP program. The Training Manager/Education Specialist can approve remedial

training or one extension of Phase 2, either in whole or in part, not to exceed 2 weeks. If termination is recommended, an HR representative and a Operations Director will be involved in making the determination.

Phase 3

Once the trainee successfully completes Phase 2, the trainee will move on to Phase 3. Phase 3 involves working side by side with an FTO as their partner. There is no 3rd person on the vehicle. While Phase 2 focuses on training with some evaluation, Phase 3 focuses on evaluation while continued training. The Phase 3 FTO will be a different FTO than Phase 2 and will evaluate the trainee for one week according to the SEGs. If the trainee achieves a score of 4 or higher on the DOR and successfully completes the required tasks, the FTO will sign off on the trainee to be approved to work with regular partners without an FTO partner. The trainee will complete an FTEP evaluation and will be eligible to be placed on the regular schedule.

Phase 4

After 90 days working in the field independently, the trainee will undergo a quality review using the report card. The trainee will meet with the Education Specialist and Training Manager and review their progress. During the review, administration will determine if the trainee is released from the FTEP Program without restriction or whether the trainee needs a performance improvement plan with remedial training and additional evaluation. If it is determined the trainee is not responsive to training, the trainee will be terminated from the program after consultation and approval from HR and a Operations Director. If the trainee has successfully completed all aspects of the program, he or she will be released from the FTEP program and able to work without restriction. The employee will complete a full FTEP evaluation used for quality management.

Continuing In-service Training

Regular training and education will be offered to all employees providing specific updates and skill validation to address system issues identified through the performance management and/or quality management program, and maintenance of seldom-used skills.

Performance Improvement Plans (PIP)/Clinical Education Assignment (CEA)

In some cases, employees may require additional oversight and training for poor performance or inappropriate medical treatment. In these events, employees are placed on a performance improvement plan/Clinical Education Assignment. These plans are designed to alter or fix unwanted behavior or lack of knowledge by providing education and proper training.

Once a Supervisor, Manager, or Director has determined that an employee needs to be placed on a performance improvement plan, the QM team will develop criteria aimed at fixing any identified QM issues. The employee will then go through training and education that has been developed based on the criteria that was identified. Depending on the success of the performance improvement plan, the employee either will be returned back for full duty or may require additional training or discipline.

Progressive Discipline

Employees who have had multiple occasions of poor clinical judgments or have gravely mistreated a patient will be held accountable through the standard progressive discipline process. Dependent on the issue, a report will be filed with the LEMSA regarding the clinical error and an investigation will take place. Such investigation will involve all parties and will conclude within a reasonable amount of time according to company policy or State/County LEMSA policies.

If at the conclusion of the investigation, it is determined that the employee made a poor clinical decision, then that said employee will be held responsible through progressive discipline as needed.

Commendations

Employees who have had commendations or good customer service reports are celebrated at Falck California. We pride our organization on providing excellent patient care and superior customer service. Employees who have been given a commendation by a patient, family member, coworker, or an outside agency are notified in person about the job well done and a note is placed in the employee personal file.

Training Departments Responsibility to the QM Committee

Training Manager or designee will report to the QM Committee the topics and attendance of each class. Continuing education is crucial to ensuring ongoing quality. An increase in knowledge and confidence leads to an increase in the quality and level of care provided.

VI. Annual Update

Falck California acknowledges that communication and follow-through on activities related to the QM plan are the keys to its success. The QM team and executive management shall review this plan yearly. The annual review / update report will cover the following topics:

- Updated organizational chart related to QM processes
- Determine if goals and objectives were met
- Indicators monitored - State, County, and Provider.
- Audit critical skills
- Determine appropriate follow - up of unresolved issues.
- Create improvement action plan / Following year work plan.
- Identify trending issues
- Important findings / Identify key issues.
- List opportunities for improvement and plans for next review cycle
- Revision of in-house policies
- Describe next year's work plan
- Describe continuing education and skill training
- Review QM and Training Activities



ATTACHMENT 3

Overview of Falck's New Employee Orientation Program,
Continuing Education Program & Target Safety Web Education

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



Falck's New Employee Orientation Program

Falck's proven New Employee Orientation and Training Program, referred to as the Field Training and Evaluation Program (FTEP), is the process through which new hires are trained and evaluated to ensure their maximum potential and opportunity for success in a high-performance ALS EMS system. FTEP follows the National EMS Management Association's FTEP program guidelines and employs an organized structure and rigid training format to ensure all required subjects are covered. New EMTs participate in a minimum of 190 hours of initial training and paramedic recruits receive a minimum of 240 hours of initial orientation/education.



The program consists of multiple phases and decision points that determine how a new trainee will proceed. Success is achieved when the trainee progresses through the entire program and is deemed capable and prepared to work independently in the 911 system. Rigorous evaluation guidelines and impartial performance metrics are utilized by Falck's experienced training staff to ensure preparedness. FTEP training begins once an employee successfully completes Falck's thorough screening and hiring process and has accepted employment with Falck.

Each phase of training is described here (Phases 0 – 4):

- **FTEP PHASE 0:** Phase 0 is the time between the conditional job offer and the EMT or Paramedic starting the new hire orientation academy. Certain prerequisites must be met before the trainee can start their first day in the academy, including completion of all federal, state or local government requirements, which must be completed before the trainee is eligible to work in the field. Falck expects all requirements to be completed as a condition of employment. The employee must also have an Ambulance Driver's License issued by the State of California in order to complete training.

Falck's Field Training & Evaluation Program (FTEP) provides new EMTs with 190 hours of initial training & Paramedic recruits with 240 hours of initial training.



Phase 0 Incident Command System training includes: ICS 100, ICS 200, IS 700 IS 800 and SEMS. In addition to the FEMA courses, employees will complete all of the required City coursework. The trainee must complete all courses and submit proof of the completed classes on Day 1 of the FTEP academy.

- **FTEP PHASE 1:** Phase 1 of new-hire training is the opening phase of the new-hire orientation academy. The academy covers the didactic material and physical skills necessary to be successful in the field as an EMS provider. It will be taught by a highly experienced, local training specialist with the assistance of a team of FTOs, who maintain written documentation throughout the process. The academy includes classroom training, an ePCR computer skills lab, clinical operational skills labs and driver training. Trainees will complete Phase 1 when they successfully pass the academy exit exam, which tests mastery of course content. Trainees who fail the exam may be offered remedial training and an opportunity to retest, at the discretion of the training specialist.

An overview of the topics covered during Phase 1 of the new-hire academy is provided in the table below.

NEW EMPLOYEE ORIENTATION PROGRAM / FTEP OVERVIEW & CURRICULUM	
• Company Overview and Introductions • Local Falck Policies and Procedures, HIPAA Policy, Corporate Ethics & Compliance Program and other corporate Policies • Personnel Files (sign required forms and review job description) • Customer Service • Patient Lifting and Movement • Gurney Operations • Equipment Familiarization • Radio Procedures • EMT-B Skills / Assisting the Paramedic	• Navigation/ Mapping (Thomas Bros. & District Maps) & GPS System • Quality Management / CQI Overview • Bloodborne and Airborne Pathogens • LEMSAs Expanded Scope of Practices or Accreditations • LEMSAs Policies & Protocols. • Electronic Patient Care Record (ePCR) Documentation • Other Electronic Software Tools used by the Company (Ambulance Checklists, Incident Reporting Tools, etc.) • Hazardous Materials Training



NEW EMPLOYEE ORIENTATION PROGRAM / FTEP OVERVIEW & CURRICULUM

- | | |
|---|--|
| <ul style="list-style-type: none">• Paramedic Skills• Patient Restraints• CPR / AED / Monitor Use | <ul style="list-style-type: none">• Fire Agency Policies• Incident Command System• Driver Training |
|---|--|

- **FTEP PHASE 2:** This phase of the FTEP Academy provides trainees' first experience in the field. Under the direct supervision of a Field Training Officer (FTO), they ride as the third person on the ambulance crew. This initial two-week phase is intended to both train and evaluate the trainee, consistent with Falck's high company standards and all applicable EMS system requirements. While this phase predominantly focuses on training the individual, the trainee is evaluated each shift on the ambulance. Their assigned FTO will ultimately determine if a trainee is ready to proceed to Phase 3, if remedial training is required, or if termination from the FTEP academy is appropriate.
- **FTEP PHASE 3:** Phase 3 of the FTEP academy involves new-hire trainees working side-by-side with a different FTO as their partner; there is not a third person on the vehicle. While Phase 2 focuses on training with some evaluation, Phase 3 focuses on evaluation with continued training. The Phase 3 FTO is a different FTO than in Phase 2 by design, as an added layer of quality assurance. They evaluate the trainee for one week. If the trainee successfully completes the required tasks, the FTO will document that the employee is cleared to staff an ambulance as part of an ambulance crew and without an FTO partner. All trainees must complete a standardized FTEP evaluation to be eligible to be placed on the schedule to staff ambulances.

Field Training Officers closely observe new hires to determine their readiness to work in the EMS system.

- **FTEP PHASE 4:** After 90 days working in the field independently, trainees undergo a quality review using a "report card." Each trainee meets with the Training Supervisor and Training Manager to review their progress. During the review, the administration determines if the trainee should be formally released from the FTEP academy, without restriction, or if the trainee requires a Performance Improvement Plan (PIP) with remedial training and additional evaluation.

If it is determined the trainee is not responsive to training, in consultation and with approval from



HR and the Training Manager, a trainee may be terminated from the program.

If the trainee successfully completes all phases of the FTEP program, he or she will be released to work without restriction. For quality management purposes, all field employees complete a full FTEP evaluation without, exception.

Continuing Education & In-Service Training

Falck offers a variety of in-house, no-cost training programs, including on-line continuing education (CE) and in-service training, to ensure our staff remain prepared to fulfill their EMS roles. As a standard practice, Falck offers all field personnel ample opportunity on rotating schedules to meet or exceed the local LEMSA and State of California continuing education (CE) requirements.

An overview of Falck's continuing education program is included in the table below. We also welcome the opportunity to collaborate with the Fire Department on curriculum or special training programs. All continuing education classes will be open to the City's Fire Department staff to attend at no-cost.



Falck's Field Training Officers periodically review best practices, such as safe gurney operations, with field crews.

FALCK CE PROGRAM	DESCRIPTION
Driver Training	Mandatory annual refresher training in Certified Emergency Vehicle Operator (CEVO III). Also covers vehicle monitoring.



FALCK CE PROGRAM	DESCRIPTION
In-House Continuing Education	Provided on a regular, rotating basis to accommodate shift schedules. Enough to meet or exceed all EMT/Paramedic credentialing requirements. Classes are open at no cost to all system partners. Continuing education classes are offered on a variety of subjects.
On-Line Education	Web-based training via Target Solutions in many specialty topics (described after the table).
Annual Mandatory Training	Annual Mandatory Training is a requirement for all field employees. Topics such as Blood and Airborne Pathogens, Emergency Vehicle Operations, Customer Service, Incident Command System, Hazardous Materials, and Patient Care Documentation are covered. Other mandatory training topics include Compliance and HIPAA. Topics that are discussed in the QI Committee are also taught during this time. CE credit is given for those subjects that meet the criteria for CE approval.
LEMSA Training	Mandatory upon hire and refreshed as need to remain current.
Field Training Officer (FTO) Meetings	Field Training Officer Meetings are held on a monthly basis. This is an opportunity to meet with all FTOs at the same time. Each meeting has an agenda and an educational component. FTOs can then share information with field employees.
Tailboard Training	This is a written informative training update that is distributed to field personnel on a regular basis. It is designed to be a quick, easy read. Tailboard Training is very effective for addressing current issues of interest and for



FALCK CE PROGRAM	DESCRIPTION
	reinforcing high-priority EMS system requirements and safety practices.
Individual or Remedial Education	Individual education may be provided to strengthen an individual's skills or knowledge in specific areas. Related actions may include a Performance Improvement Plan or provider-specific call monitoring via ePCR audits.
Conference Attendance	Operations and Training personnel frequently attend EMS conferences. Any personnel that attend conferences are required to share information that was learned with other employees. Information can be shared in Annual Mandatory Training, CE classes, company meetings, Tailboard Training or in an informal setting with employees.
Management Development	Managers and supervisors attend professional conferences and local training sessions to remain current on EMS activities. Some local training is facilitated by public providers or hospitals. They also participate in an "Article Review" process, where staff read an article or research study of current interest and then meet to discuss its contents.

Web-Based Target Solutions Learning Management System

Falck provides the web-based Target Solutions learning management system (LMS) for Falck EMTs and Paramedics. Target Solutions augments but never replaces Falck's extensive in-house education and in-service training opportunities. The system provides a wide variety of accredited online course offerings to ensure ambulance staff remain current on EMS topics and complete the require CE hours to maintain their credentials. Falck will collaborate with Fire Department to identify any preferred courses and/or mandate that ambulance staff complete specific Target Solutions coursework, as desired.



ATTACHMENT 4

Examples of Falck's participation in clinical collaborations & EMS research

Falck

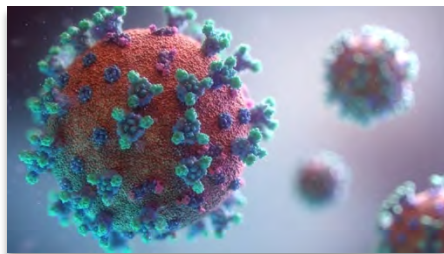
Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



As global innovator in prehospital care, Falck is an active participant in research and EMS studies designed to advance the profession. Without reservation, we welcome the opportunity contribute to research efforts or alternative care models in the City of Oxnard. Highlighted below are several examples of Falck's leadership and participation in innovative clinical collaborations and EMS research projects.

Global Falck COVID-19 Antibody Testing



The Falck Group recently embarked on an ambitious global COVID-19 Antibody Testing Strategy and research project that's already well underway. The antibody testing strategy ultimately seeks to provide all Falck employees with the opportunity to test for COVID-19 antibodies. The initial phase of the project began in Denmark and Sweden in the Spring of 2020, where over 5,000 employees have voluntarily signed on to participate. This demonstration phase of the project will assess the validity of the tests and refine and standardize the testing and documentation processes before the program is rolled out to interested Falck operations across the globe.

When infected with the COVID-19 virus for the first time, the immune system produces antibodies specific to the virus. The point of care test measures these antibodies in the blood. The test is performed with a self-administered finger prick. Antibodies might not appear until the illness has run its course. The test can tell whether someone has had COVID-19, but not necessarily if the person is infected but not yet producing measurable antibodies. Participants are retested every 14 days on an ongoing basis. Inclusion in the program is voluntary and does not affect employment.

Falck employees in the United States have access to COVID testing and antibody testing at any time upon request.

HealthDrone Project

Falck contributes financial support to HealthDrone, a three-year innovation project initiated in January 2019 funded in part by Innovation Fund Denmark. The program is a collaboration between Falck, Autonomous Mobility, Unifly, Scandinavian Avionics, Odense University Hospital (OUH) and the University of Southern Denmark. The project's aim is to develop and test HealthDrones to transport patient samples, medicine and medical equipment between hospital units, medical practices and home-visiting



Falck provides financial support for the HealthDrone innovation project, which is studying the potential use of drones for medical applications.

nurses. In the long term, drones may also transport people, such as highly specialized doctors, who may, for example, be acutely lacking in an operating room. Ultimately, the project is investigating use cases that are potentially applicable to healthcare systems worldwide.

The HealthDrone Innovation Project is investigating the use of drones to transport patient samples between medical facilities.

CARES Registry Participation

Falck contributes cardiac arrest data to the Cardiac Arrest Registry to Enhance Survival (CARES) in California and Colorado.

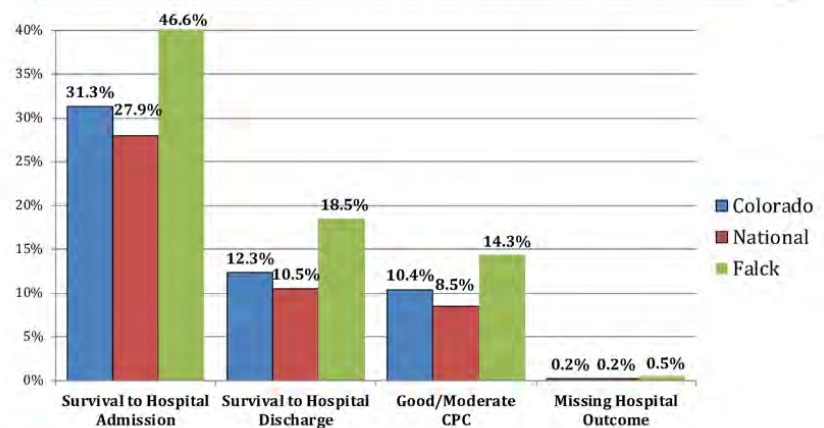
Participation in CARES, which is a collaboration between the CDC and Emory University, enables

communities to compare cardiac arrest patient populations, interventions and outcomes to identify ways to improve quality of cardiac arrest care and compliance with evidence-based guidelines. The registry provides standard outcome measures for out-of-hospital cardiac arrest (OHCA) to allow for quality improvement efforts and

benchmarking of outcomes with similar agencies. Falck's Alameda County and Aurora, Co., operations currently participate. In the graphic above, we highlight 2019 data for



Survival Rates: Overall Survival





Falck's Aurora operation. As you can see, Falck patients experienced better outcomes than cardiac arrest patients in other communities.

Community Paramedicine Pilot Project for Alternative Destinations – Orange County

Falck's Care Ambulance collaborated on an alternative destination/community paramedicine model through participation in the State of California's Community Paramedicine Pilot Project for Alternative Destinations, which concluded in September of 2016. Other participants in this pilot program/study included the Fountain Valley, Newport Beach and Huntington Beach Fire Departments, Covenant Health Network, Kaiser Permanente, Hoag Hospital and Memorial Care Health Systems. Designed to create a better patient experience, minimize ED wait times and reduce healthcare, the pilot study offered patients with minor injuries or medical conditions ambulance transport to an urgent care center, rather than an ED.

Patients with any of the following conditions were possible candidates for care under the pilot program:

- Isolated closed extremity injury;
- Laceration with controlled bleeding;
- Soft tissue injury;
- Isolated fever or cough; or
- Other minor injury.

The study yielded results, and savings were realized. Insurers paid less for treatment provided in the more economical urgent care setting for injuries otherwise treated at the hospital. However, the study ultimately concluded with insufficient data due to the limited number of patients enrolled. We remain optimistic that other studies will ultimately provide the scale necessary to demonstrate the significant benefits of an alternative-designation model in the United States, and we would welcome the opportunity to participate.

Falck Chronic Obstructive Pulmonary Disease (COPD) Demonstration Project

Internationally, Falck has joined forces with the Region of Southern Denmark to help find holistic and innovative healthcare solutions for the country's aging population, including those with chronic diseases such as COPD. Approximately 23,000 COPD patients are hospitalized every year in Denmark, and 30% of these patients are



discharged within 24 hours. These patients frequently utilize emergency medical services and are often readmitted to hospitals for continuing care. The project's aim was to ultimately provide better healthcare for COPD patients, reduce hospital readmissions, reduce total healthcare costs and reduce chronic disease sufferers' reliance on emergency services. The Region of Southern Denmark contributed approximately \$25,000 and Falck contributed approximately \$210,000.



Utilizing mobile ultrasound technology, Falck paramedics diagnosed and treated COPD patients in their homes in consult with a remote physician via live video.

The demonstration project sought to deliver better care, reduce hospital readmissions, reduce total healthcare costs & reduce COPD sufferers' reliance on emergency services

The first results of the project were presented to industry leaders from around the world at the international EMS 2019 conference in Madrid. The project showed that certain patients with COPD as their primary disease can be safely assessed and treated by paramedics in their homes via a telemedical consultation with a remote physician. As part of the program, 10 Falck ambulances were equipped with supplementary technology and approximately 100 paramedics were trained to perform blood tests and ultrasound scans of patients' lungs using mobile equipment from Abbott and Philips, respectively. Utilizing telemedicine, paramedics consulted with emergency physicians, who watched a livestream of the paramedics' ultrasound scans and directed care.

The project has raised interest in exploring how ultrasound technology and telemedicine could potentially be used for other healthcare applications onboard ambulances. While the healthcare system and governing regulations in Denmark differ substantially from those in the United States, EMS systems worldwide grapple with many of the same healthcare challenges. Ultimately, demonstration projects such as this one will lead to innovative healthcare solutions within the United States. In addition, Falck's COPD project demonstrates the company's firm financial and operational commitment to leading and supporting innovative EMS studies that advance the practice of prehospital patient care.



The Lundbeck Foundation



Falck's largest shareholder (59.15%) is The Lundbeck Foundation, a Danish-based commercial foundation striving to significantly improve people's health and wellbeing. The Foundation

annually grants approximately \$75 million to support medical research and educational and communication activities worldwide. In March, the Lundbeck Foundation allocated \$4.4 million in grant funding for research targeting the coronavirus pandemic. Their largest single recent grant is a three-year, \$18 million grant to expand the integrated psychiatric research project iPSYCH. This research program brings together leading scientists in the United States, Europe and Australia. The funding will allow iPSYCH to pursue its pioneering research into the mechanisms behind several major psychiatric diseases.

Past U.S. EMS Studies Supported by Falck Grants

Improving the Quality of Prehospital Traumatic Shock Care in Resource-Limited Settings – University of Colorado Denver

Ambulance Crashes in the United States: 2000-2015 – Harvard Medical School / Brigham and Women's Hospital

Developing a Pre-Hospital Direct Transport Protocol for Non-Trauma Pediatric Emergency Patients - The Johns Hopkins University

The Lundbeck Foundation has in recent years also increased its focus on providing personal grants. The Foundation's latest initiative, Lundbeckfond Emerge, works to accelerate the commercialization of early scientific projects by way of investment and active project participation. For more information on The Lundbeck Foundation and its activities, please visit <https://www.lundbeck.com/global/about-us/facts-and-background/the-lundbeck-foundation>.

National Emergency Medical Error Reduction Group (EMERG) Participant

On the national level, Falck actively engages in quality management initiatives and working groups to improve our own operations and to advance the EMS profession. In 2014, Falck's Care Ambulance proudly became the first ambulance service in the country to participate in Emergency Medical Error Reduction Group (EMERG)—a testament to the company's commitment to





continually improve performance. EMERG is a U.S. federally certified Patient Safety Organization (PSO) under the Agency for Healthcare Research and Quality (AHRQ) and a component of the Alliance for Quality Improvement and Patient Safety (AQIPS). EMERG facilitates the reporting of “near-miss” events among employees and strives to create a culture of safety across the entire emergency medical continuum. Part of the non-profit Center for Leadership Innovation and Research in EMS, EMERG has provided an anonymous error reporting system for more than a decade. It is led by industry experts in safety and quality in the community.

The Emergency Medical Error Reduction Group (EMERG) enables EMS stakeholders to work together to find, implement and sustain improvements that make patient care and delivery safer, more effective and ultimately without preventable error through the sharing of information and lessons learned. All data and information collected by EMERG and its members is protected under federal law from legal discovery, enhancing peer-review protection.

Under EMERG, field staff submit reports for the following incidents/near-misses:

- Provider Violence Events;
- Patient Near Miss Reports;
- Patient Safety Events; and
- Ambulance Collisions.

The goal is to learn from our own errors and near misses, as well as the errors and near misses of others in the industry to ultimately improve both patient and provider safety. We also use EMERG data for our Quality Improvement miscellaneous fallout tracking, which helps drive the development of future Key Performance Indicators (KPIs).

Should the City wish to participate in the EMERG program, Falck will facilitate the process and ensuring its implementation.

**EMERG strives to create a culture of safety
across the entire emergency medical continuum.**



Falck frequently drives the EMS discussion in leading industry journals and trade publications.

Falck Staffing of Skilled Nursing Facilities

Falck recently stepped up to help solve the critical staffing shortage facing many skilled nursing facilities (SNFs) amid the ongoing pandemic. Our operations team acted swiftly in collaboration with local health departments and EMS agencies to quickly accommodate this unique staffing challenge. Under local agreements in Orange County and Alameda County, Falck provides EMTs and Paramedics to assist with patient care at SNFs where staffing shortages or workload may affect this particularly vulnerable population. All personnel operate within their scope of practice to help safeguard and serve facilities under the management of SNF leadership.

Community Care Response Unit (CCRU) Pilot Program in Orange County, CA

In 2014, Falck's Care Ambulance Service participated in a year-long Community Care Response Unit (CCRU) pilot program led by Anaheim Fire Rescue and in collaboration with Kaiser Permanente. The CCRU Pilot Program sought to test, demonstrate and evaluate new healthcare delivery alternatives. At the time of dispatch, calls were screened by an Emergency Medical Dispatcher (EMD) to identify non-emergency patients who may benefit from definitive care within the scope of practice of a nurse practitioner.

Dispatchers followed clinically appropriate, legally compliant, pre-determined dispatch protocols, which were developed in collaboration with the local Emergency Medical Services Agency (EMSA) and Medical Director. When appropriate, the CCRU was dispatched to the patient location to provide on-site evaluation, treatment, and coordination of care and/or referral. A paramedic-level response was assessed any time the CCRU crew felt the patient would benefit by transport to the emergency department. Conversely, the CCRU crew was called if, after a paramedic assessment, the paramedic believed the patient could benefit from the care capacity of the nurse practitioner.



The yearlong CCRU Pilot Project sought to:

- Study the effectiveness of whether providing on-scene treatment and referral to appropriate service will improve efficiency of healthcare delivery;
- Study how patients may benefit from receiving services within the scope of practice of a nurse practitioner;
- Examine the impact of decreasing low acuity ambulance transports and emergency department visits;
- Study the effects of the CCRU response model on patient satisfaction;
- Examine emergency medical dispatch criteria;
- Examine CCRU response protocols;
- Examine CCRU nurse practitioner standardized procedures;
- Study and evaluate a cost-effective model for the future. Test and evaluate a new modified Accountable Care Organization (ACO) payment model that works in conjunction with the proposed Community Care Response;
- Study the efficiency, effectiveness and sustainability of an ACO approach; and
- Study the opportunity to improve care management and efficiency by enabling patients to obtain post-EMS response care from the integrated health delivery systems from which they obtain the rest of their care.



Falck's Care Ambulance Service participated in Anaheim Fire Rescue's collaborative CCRU pilot program in Orange County.



Transitional Health Solutions - Florida

In another program, now concluded, Falck's American Ambulance in Florida collaborated with multiple system partners to facilitate the transition of high-risk patients being discharged from the hospital back into the community. The "Transitional Health Solutions" (THS) mission was to improve patient care, avoid hospital readmissions and reduce healthcare costs within the Medicare, Medicaid and CHIP patient populations. Falck strategically brought together organizational partners and individuals with vast amounts of experience in emergency medical services, community-based healthcare and telemedicine.

The THS model utilized an innovative approach to develop a comprehensive transitional health program designed to provide a primary care level of service to a "high-risk" demographic, including patients leaving an acute care hospital with any of the following discharge diagnoses: CVA/TIA, AMI, heart failure, asthma, COPD, pneumonia, post-CABG, post-cath lab procedures which included PCI and/or stent placement, post-arrest, post-trauma intensive care stays, post-complex cardiac and vascular procedures such as correction of aortic and/or thoracic aneurysm or dissections, and post-acute discharge of neuro-radiological intervention. THS provided services to these high-risk patients during the night hours and weekends, which have traditionally represented the gap periods in outpatient care. THS utilized a multi-tiered delivery model, illustrated above, to achieve its stated goals.

Registered Nurses served as Call Receiving Coordinators and were responsible for receiving calls from the health agency participants informing THS that one of the patients in the target population would be discharged from an acute care hospital. Throughout the time that THS oversaw the care of the patient, the nurse was the main point of contact for the patient and coordinated all care.

**THS aimed to reduce the frequency of unnecessary
emergency transports, visits to the ED
& avoidable hospital readmissions.**

"Paramedic Extenders"—highly trained community-type Falck paramedics with Critical Care Transport training and certification—conducted all the pre-discharge patient assessments and post-discharge patient evaluations. They utilized electronic patient care reporting to document the patient's medical information. An important part of these post-discharge patient evaluations was the educational component, in which the



Paramedic Extenders educated the patient on use of 911 versus the appropriateness of calling THS to initiate a Paramedic Extender Response. Paramedic Extender Responses were limited to nights and weekends (gap periods) where the patient could not contact his or her primary care physician (PCP) or receive services from a home health care agency.

All care was provided under the supervision and guidance on an on-call physician. THS utilized state-of-the-art technologies to bring the diagnostic capabilities of an emergency department to the residence or skilled nursing facility of recently discharged patients.

The program did not replace the oversight of the patient's PCP but was merely an adjunct used to provide services to patients when the PCP was unavailable. All contact between the THS physicians and patients was documented and communicated immediately and effectively to the patient's PCP.

The THS program, now concluded, aimed to reduce the frequency of unnecessary emergency transports, visits to the emergency department and avoidable readmissions to hospitals. Additionally, the model sought to improve preventive care, increase patient satisfaction and reduce health disparities and mortality rates.

LOGIS Computer Aided Dispatch (CAD) Test Developer

As an international EMS provider, Falck is often requested to participate in product demonstrations, field-test products before official launch or to enhance existing products. Our team of subject matter experts frequently advise or provide feedback or data as technology and information systems developers seek to refine their products to better serve patients and EMS providers. A recent example includes Falck contributions to LOGIS Solutions' Computer Aided Dispatch (CAD) solution. Falck lent valuable expertise and insight to LOGIS as the company refined and developed its innovative dispatch technology. This cutting-edge CAD solution is deployed in high-performance EMS systems throughout the world.

**Falck has collaborated with LOGIS to test & help refine
LOGIS computer-aided dispatch (CAD) technology.**

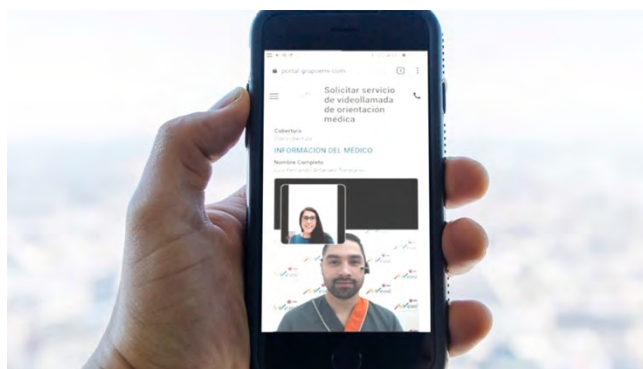


Innovative Telehealth Services



Falck is a leading provider worldwide of innovative telehealth patient care services. Other parts of the world have embraced the efficiency and enhanced accessibility that telehealth affords, and Falck offers these services in many areas around the world, as approved by local regulators. For example, Falck is a leading healthcare provider in South America, where several alternative models ensure the delivery of healthcare to over 1 million Falck subscribers. For example, in Colombia Falck provides 24/7 access to emergency, urgent care and medical consultation services. Almost 20% of subscribers to Falck's program in Colombia use digital services, including video consultations with medical professionals.

These services are particularly beneficial to families living in remote areas or those who have difficulty accessing transportation to medical services—common challenges here in the United States. In Colombia, remarkably over 90% of patients have been treated at home and use telehealth services to augment their care. With this substantial real-world experience, Falck stands ready to support alternative care models as the healthcare system evolves in the United States.



Falck operates as EMI in South America, where telehealth and home-based care are standard practice and widely accepted.



ATTACHMENT 5

Field Position Job Descriptions & Minimum
Requirements

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



Job Code:	19114	Pay Status/FLSA Code:	Non-Exempt
Position Title:	Paramedic Supervisor	Reports To:	Operations Manager(s)
Job Family:	Operations	Reviewed & Updated:	03/01/2018

Position Summary:

Under the general supervision of the Operations Leadership, the Paramedic Supervisor is responsible for the daily oversight of company-wide operations while demonstrating the highest level of customer service. The Paramedic Supervisor works in close collaboration with the Operations Manager(s) to ensure the safe and efficient operations of the company. The Paramedic Supervisor will maintain daily oversight of company operations while maintaining a full time position on the ambulance. Paramedic Supervisor is classified as a non-union position.

Essential Functions:

The Paramedic Supervisor duties may include, but are not limited to, the following:

- Demonstrate exceptional customer service skills with both internal and external customers.
- Serve as a professional role model in both appearance and demeanor at all times.
- Promote a culture of trust and teamwork within all divisions of the company.
- Serve as the first point of contact and support for daily operational issues.
- Possess a thorough understanding of company service areas, current services, and contracted facilities.
- Work closely with the Communications Center and Fleet Department staff to ensure safe and efficient daily operations.
- Demonstrate a high degree of familiarity with local, regional, and state regulations that pertain to EMS.
- Demonstrate a high degree of familiarity and compliance with all internal and customer policies and procedures related to daily operations.
- Provide guidance and/or corrective action to subordinates when needed
- Act as a resource for all field employees and Supervisors
- Provide daily oversight for Operations
- Assist Operations Manager(s) with operational changes
- Assist with the development, implementation and maintenance of the quality assurance and improvement program.
- Demonstrate a high degree of familiarity and compliance with all established Company and customer policies and procedures related to coordination of patient transport.

Additional Duties:

The Paramedic Supervisor may be assigned one or more additional duties. These duties may include, but are not limited to, the following:

- Attend all mandatory meetings and trainings.
- Perform other duties and projects as assigned.
- Contribute to the assessment and evaluation of field employees

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The individual in this position must possess the following qualifications:

- Two (2) years of work experience in a busy EMS system.
- Demonstrated background of successful customer service experience.
- Driving record in compliance with Company policy regarding insurability.
- Excellent oral, written, and interpersonal communication skills.

- Current valid State of California Paramedic Certification, as well as any and all other licenses and certification required by field personnel.
- Experience in teaching highly recommended

Education Requirements:

The individual in this position must possess the following education requirements:

- High school diploma or general education degree (GED)
- Paramedic certification
- Current Paramedic accreditation in Coastal Valleys
- Associates or Bachelor's degree or equivalent experience preferred

Certifications and Licenses:

- A valid California driver's license
- Current California Paramedic license
- Current CPR certification
- CPR Instructor highly recommended
- Ambulance Driver's certification
- Current Medical Examiners Certification
- NREMT and other certifications as required
- ACLS Certification
- ACLS Instructor highly recommended
- PALS Instructor highly recommended
- PALS Certification
- ITLS or PHTLS certification
- One year of experience in the field of rescue and emergency medical services highly recommended
- ICS Courses 3,100, 200, 300, 400, 700, 701, 702, 703, 704, 800, SEMS, HazMat FRO, AWR-160 highly recommended
- Infection Control Training highly recommended

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Frequently: Ability to lift, carry, and balance 110 pounds; ability to exert on a regular basis 50 pounds of force and at times up to 100 pounds.

Constantly: Ability to bend and stoop, ability to sit and stand for extended periods of time, possess hand-eye-foot coordination and color recognition, good manual dexterity, with the ability to perform all tasks related to Emergency Medical Services Duty.

All Operation Supervisors must also be able to endure the following weight scale as defined:
(O=Occasionally; F=Frequently; C=Constantly)

	Occasionally	Frequently	Constantly
Lifting, Static			
Knuckle Height	110	55	22
Bench Height	74	37	15
Ankle Height	74	37	15
Shoulder Height	74	37	15
Lifting, Dynamic – Floor to			
Bench Height Left	110	55	22
Bench Height Center	110	55	22
Bench Height Right	110	55	22
Shelf Height Center	55	28	11

Shelf Height Left	55	28	11
Shelf Height Right	55	28	11
Carrying, Static			
Pushing Cart Height	59	30	12
Pulling Cart Height	49	25	10
Pushing Shoulder Height	49	25	10
Pulling Shoulder Height	37	19	8

Cognitive/Psychosocial Requirements:

The mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Occasionally: Memorization, critical judgment, problem solving.
- Frequently: Ability to remain calm in high stress situations and make good judgments, ability to be unaffected by loud noises, flashing lights and strobes. Simple and complex mathematic skills, reasoning.
- Constantly: Logic, ethical judgment and reasoning, active listening skills, decision making, ability to communicate effectively in written and verbal formats, as well as via telephone and radio equipment.
- Ability to interpret written, oral, and diagnostic form instructions.
 - Ability to work throughout an entire work shift without interruption.
 - Ability to calculate weight and volume ratios and read small print.
 - Ability to read English and converse in English with co-workers.
 - Ability to read and understand road maps, discern street signs and address numbers.
 - Ability to document in writing, all relevant information in prescribed format in light of legal ramifications of such.
 - Ability to learn, use and become proficient in all equipment related to patient care.
 - Ability to understand and retain a multitude of instructions over a short period of time, and be capable of executing those instructions with accuracy, and in event order.

Clinical Requirements:

The clinical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Administer basic and advanced life support to treat patients at the scene, en route to the hospital, and in a pre-hospital setting.
- Providing Basic and Advanced Life Support Care and transport while working as a member of an emergency medical team to patients while in adherence to the scope of practice, patient care procedures, protocols and medical direction according to their level of certification/licensure.
- Determining the nature and extent of illness or injury, magnitude of catastrophe, need for additional assistance, establishing and providing patient care by developing a patient care plan and performing skills within the scope of practice and according to patient care procedures, protocols and medical direction.
- Monitoring patient conditions and responses to care.

- Communicating with professional medical personnel interagency and at emergency and non-emergency treatment facilities.
- Obtaining instructions regarding further treatment from qualified personnel, arranging for reception of patients at treatment facilities and assisting with Advanced Life Support Care as directed by individuals with that level of qualification.
- Completes patient care reports in accordance with documentation standards as required by Falck Northern California and other regulating agencies.
- Assists health care facilities and personnel to obtain and record information related to patients' vital statistics, circumstances of transport/emergency and the documentation of patient care provided.
- Acknowledges accountability for all patient care provided.
- May assist in controlling crowds, protecting valuables, or performing other duties while mitigating incidents.
- Maintains and continues to obtain at least the minimum prescribed continuing education required to keep your certification/licensure in the state.
- Attends mandatory minimum Base Station meetings as determined by the company Medical Advisor.
- Attends mandatory crew meetings and other mandatory training events as prescribed and required by Falck Northern California or other regulating agencies.

Equipment Operated:

The individual in this position must be familiar with using the following equipment to perform the essential functions of this job.

Occasionally: Fax machine, copy machine, hole-punch, calculator, laminator, and computer.

Frequently: Computer, printer, telephone, vehicle lubricant dispensing devices, wheel chair lift, wheel chair.

Constantly: Watch/Clock, medical EMS equipment and supplies, radios and paging systems, transportation devices.

Working Conditions:

The working environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Occasionally: Exposure to infectious organisms and agents, exposure to toxic chemicals.

Frequently: Physical and emotional stamina, heavy lifting and extrication in multiple scenarios.

Constantly: Ability to work as a team member with staff members and other agencies, legible documentation, sensory skills to differentiate clinical findings, visual and auditory acuity.

Driving approximately 90% of time.

Environmental Conditions:

Except where appropriate and conducive to accomplishing the goals and objectives of a particular task (such as in an emergency situation) the Paramedic Supervisor will work in a well-lighted area that is ventilated and is as physically and psychologically innocuous as possible under the conditions which exist at a particular time. Because the essential function of the job of Paramedic Supervisor may require exposure to hazardous materials as well as infectious waste, diseases, odors and other situations associated with health care, including but not limited to exposure to AIDS, HIV and Hepatitis B viruses involving Risk Classification Category 3, environmental conditions will fluctuate. To be qualified for the position of Paramedic Supervisor, an applicant/employee will have the ability to work in an environment conducive to caring for patients, with or without reasonable accommodation and without posing a direct threat to self or others.

The Paramedic Supervisor regularly works in outside weather and is regularly exposed to wet or dry conditions, extreme cold and extreme heat. The Paramedic Supervisor frequently works near moving mechanical parts and is occasionally exposed to fumes or airborne particles (potential exposure to communicable diseases, blood-borne and airborne pathogens), toxic or caustic chemicals, risk of electrical shock, risk of radiation, and vibration.

The noise level in the work environment is moderately loud.

The statements in this document are intended to describe the general nature and level of work performed by individuals assigned to the classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This document in no way constitutes a contract of employment. Falck Northern California reserves the right to modify job descriptions, policies or any other procedural documents at any time, for any reason without prior notice.

APPROVALS:

EMPLOYEE: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

GENERAL MANAGER: _____ DATE: _____

H/R MANAGER: _____ DATE: _____



Job Code:	19113	Pay Status/FLSA Code:	Non-Exempt
Position Title:	Paramedic	Reports To:	OPS Supervisor
Job Family:	Operations	Reviewed & Updated:	04/30/2014

Position Summary:

The primary responsibility of the Paramedic is to provide emergency medical care to the sick and injured in accordance with all applicable laws, regulations, and Company policies.

Essential Functions:

The Paramedic may be assigned one or more duties. These duties may include, but are not limited to, the following:

- Presents himself/herself in a professional manner and displays a good public image for the employee and Falck Northern California in accordance with company policy.
- Adheres to the policies and procedures of Falck Northern California, including the operation's Standard Operating Procedures and Medical Protocols.
- Participates and completes all daily assignments proficiently, punctually and in accordance with the directives of the Operations Supervisor, General Manager and other management team members.
- Completes appropriate documentation in accordance with company policies and procedures.
- Provides an environment and equipment conducive to safety for patients, family members, visitors, and employees, and in compliance with set precautions and approved standards. Assesses risks to patient safety.
- Operates the emergency vehicle in a safe manner at all times.
- Maintains vehicles and stations in a clean and presentable manner at all times. The employee shall strive to exceed Falck Northern California expectations for cleanliness of the vehicles and stations.
- Responds to instructions from dispatcher and drives specially equipped emergency vehicles to specified locations.
- Develops and strives to achieve personal and professional goals established by the employee. Utilizes all resources available to achieve personal and professional goals.
- Maintains communications equipment, medical equipment and supplies in accordance with applicable standards.
- Respond to an emergency efficiently and promptly.

Additional Duties:

The Paramedic may be assigned one or more additional duties. These duties may include, but are not limited to, the following:

- Perform other job related duties as assigned by Management.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The individual in this position must possess the following qualifications:

- Current state driver's license.
- Satisfactory driving record in accordance with the Falck Northern California Driving Policy.
- Other qualifications specific to the local operation and/or contract.
- Excellent communication and customer service skills.

- Ability to work cooperatively with other employees and medical agencies to provide the highest level of patient care.
- Ability to read and interpret all required documents and write required reports and correspondence.
- Physical ability to perform all tasks required in the performance of typical Paramedic duties including but not limited to bending/stooping, pushing, pulling, lifting at established weight requirements, climbing, working at heights, etc. (satisfactorily meet company physical assessments/tests).
- Strong interpersonal and communication skills with an ability to work effectively with a diverse range of individuals, teams, managers, supervisors, and external customers. Excellent ability to communicate and work cohesively across Department lines.
- Must have the ability to consistently deliver outstanding customer service to all internal and external customers.
- Strong organization skills and attentiveness to detail.
- Ability to maintain a professional manner and appearance at all times.

Within 3 months of employment, Paramedic must have:

- State required courses (i.e. IV Monitor/Maintenance Course for the Paramedic)

Education Requirements:

The individual in this position must possess the following education requirements:

- High school diploma or general education degree (GED)

Certifications and Licenses:

- A valid California driver's license
- Current California Paramedic license
- Current CPR certification
- Ambulance Driver's certification
- Current Medical Examiners Certification
- Current DMV Printout
- NREMT and other certifications as required
- ACLS Certification
- PALS Certification
- ITLS or PHTLS certification
- One year of experience in the field of rescue and emergency medical services highly recommended

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Frequently: Ability to lift, carry, and balance 110 pounds; ability to exert on a regular basis 50 pounds of force and at times up to 100 pounds.

Constantly: Ability to bend and stoop, ability to sit and stand for extended periods of time, possess hand-eye-foot coordination and color recognition, good manual dexterity, with the ability to perform all tasks related to Emergency Medical Services Duty.

All Paramedic's must also be able to endure the following weight scale as defined:

(O=Occasionally; F=Frequently; C=Constantly)

	Occasionally	Frequently	Constantly
Lifting, Static			
Knuckle Height	110	55	22
Bench Height	74	37	15
Ankle Height	74	37	15
Shoulder Height	74	37	15
Lifting, Dynamic – Floor to			
Bench Height Left	110	55	22

Bench Height Center	110	55	22
Bench Height Right	110	55	22
Shelf Height Center	55	28	11
Shelf Height Left	55	28	11
Shelf Height Right	55	28	11
Carrying, Static			
Pushing Cart Height	59	30	12
Pulling Cart Height	49	25	10
Pushing Shoulder Height	49	25	10
Pulling Shoulder Height	37	19	8

Cognitive/Psychosocial Requirements:

The mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Occasionally: Memorization, critical judgment, problem solving.

Frequently: Ability to remain calm in high stress situations and make good judgments, ability to be unaffected by loud noises, flashing lights and strobes. Simple and complex mathematic skills, reasoning.

Constantly: Logic, ethical judgment and reasoning, active listening skills, decision making, ability to communicate effectively in written and verbal formats, as well as via telephone and radio equipment.

- Ability to interpret written, oral, and diagnostic form instructions.
- Ability to work throughout an entire work shift without interruption.
- Ability to calculate weight and volume ratios and read small print.
- Ability to read English and converse in English with co-workers.
- Ability to read and understand road maps, discern street signs and address numbers.
- Ability to document in writing, all relevant information in prescribed format in light of legal ramifications of such.
- Ability to learn, use and become proficient in all equipment related to patient care.
- Ability to understand and retain a multitude of instructions over a short period of time, and be capable of executing those instructions with accuracy, and in event order.

Clinical Requirements:

The clinical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Administer basic and advanced life support to treat patients at the scene, en route to the hospital, and in a pre-hospital setting.
- Providing Basic and Advanced Life Support Care and transport while working as a member of an emergency medical team to patients while in adherence to the scope of practice, patient care procedures, protocols and medical direction according to their level of certification/licensure.
- Determining the nature and extent of illness or injury, magnitude of catastrophe, need for additional assistance, establishing and providing patient care by developing a patient care plan and performing skills within the scope of practice and according to patient care procedures, protocols and medical direction.
- Monitoring patient conditions and responses to care.
- Communicating with professional medical personnel interagency and at emergency and non emergency treatment facilities.
- Obtaining instructions regarding further treatment from qualified personnel, arranging for reception of patients at treatment facilities and assisting with Advanced Life Support Care as directed by individuals with that level of qualification.
- Completes patient care reports in accordance with documentation standards as required by Falck Northern California and other regulating agencies.

- Assists health care facilities and personnel to obtain and record information related to patients' vital statistics, circumstances of transport/emergency and the documentation of patient care provided.
- Acknowledges accountability for all patient care provided.
- May assist in controlling crowds, protecting valuables, or performing other duties while mitigating incidents.
- Maintains and continues to obtain at least the minimum prescribed continuing education required to keep your certification/licensure in the state.
- Attends mandatory minimum Base Station meetings as determined by the company Medical Advisor.
- Attends mandatory crew meetings and other mandatory training events as prescribed and required by Falck Northern California or other regulating agencies.

Equipment Operated:

The individual in this position must be familiar with using the following equipment to perform the essential functions of this job.

Occasionally: Fax machine, copy machine, hole-punch, calculator, laminator, and computer.

Frequently: Computer, printer, telephone, vehicle lubricant dispensing devices, wheel chair lift, wheel chair.

Constantly: Watch/Clock, medical EMS equipment and supplies, radios and paging systems, transportation devices.

Working Conditions:

The working environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Occasionally: Exposure to infectious organisms and agents, exposure to toxic chemicals.

Frequently: Physical and emotional stamina, heavy lifting and extrication in multiple scenarios.

Constantly: Ability to work as a team member with staff members and other agencies, legible documentation, sensory skills to differentiate clinical findings, visual and auditory acuity.

Driving approximately 90% of time.

Environmental Conditions:

Except where appropriate and conducive to accomplishing the goals and objectives of a particular task (such as in an emergency situation) the Paramedic will work in both well lighted areas and some poorly lighted areas that is ventilated and is as physically and psychologically innocuous as possible under the conditions which exist at a particular time. Because the essential function of the job of Paramedic may require exposure to hazardous materials as well as infectious waste, diseases, odors and other situations associated with health care, including but not limited to exposure to AIDS, HIV and Hepatitis B viruses involving Risk Classification Category 3, environmental conditions will fluctuate. To be qualified for the position of Paramedic, an applicant/employee will have the ability to work in an environment conducive to caring for patients, with or without reasonable accommodation and without posing a direct threat to self or others.

The Paramedic regularly works in outside weather and is regularly exposed to wet or dry conditions, extreme cold and extreme heat. The Paramedic frequently works near moving mechanical parts and is occasionally exposed to fumes or airborne particles (potential exposure to communicable diseases, blood-borne and airborne pathogens), toxic or caustic chemicals, risk of electrical shock, risk of radiation, and vibration.

The noise level in the work environment is moderately loud.

The statements in this document are intended to describe the general nature and level of work performed by individuals assigned to the classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This document in no way constitutes a contract of employment. Falck Northern California reserves the right to modify job descriptions, policies or any other procedural documents at any time, for any reason without prior notice.

APPROVALS:

EMPLOYEE: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

GENERAL MANAGER: _____ DATE: _____

HR MANAGER: _____ DATE: _____



Job Code:	19104	Pay Status/FLSA Code:	Non-Exempt
Position Title:	EMT-Basic	Reports To:	Field Supervisor
Job Family:	Operations	Reviewed & Updated:	04/04/2014

Position Summary:

The primary responsibility of the EMT is to respond to emergency and non-emergency requests, provides basic life support (BLS) as needed, and transports sick or injured persons to the appropriate medical facility.

Essential Functions:

The EMT may be assigned one or more duties. These duties may include, but are not limited to, the following:

- Presents himself/herself in a professional manner and displays a good public image for the employee and Falck Northern California in accordance with company policy.
- Adheres to the policies and procedures of Falck Northern California, including the operation's Standard Operating Procedures and Medical Protocols.
- Participates and completes all daily assignments proficiently, punctually and in accordance with the directives of the Operations Supervisor, General Manager and other management team members.
- Completes appropriate documentation in accordance with company policies and procedures.
- Provides an environment and equipment conducive to safety for patients, family members, visitors, and employees, and in compliance with set precautions and approved standards. Assesses risks to patient safety.
- Operates the emergency vehicle in a safe manner at all times.
- Maintains vehicles and stations in a clean and presentable manner at all times. The employee shall strive to exceed Falck Northern California expectations for cleanliness of the vehicles and stations.
- Responds to instructions from dispatcher and drives specially equipped emergency vehicles to specified locations.
- Develops and strives to achieve personal and professional goals established by the employee. Utilizes all resources available to achieve personal and professional goals.
- Maintains communications equipment, medical equipment and supplies in accordance with applicable standards.

Additional Duties:

The EMT may be assigned one or more additional duties. These duties may include, but are not limited to, the following:

- Perform other job related duties as assigned by Management.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The individual in this position must possess the following qualifications:

- Current state driver's license.
- Satisfactory driving record in accordance with the Falck Northern California Driving Policy.
- Other qualifications specific to the State or Local operation and/or contract.
- Excellent communication and customer service skills.
- Ability to work cooperatively with other employees and medical agencies to provide the highest level of patient care.
- Ability to read and interpret all required documents and write required reports and correspondence.

- Physical ability to perform all tasks required in the performance of typical EMT duties including but not limited to bending/stooping, pushing, pulling, lifting at established weight requirements, climbing, working at heights, etc. (satisfactorily meet company physical assessments/tests).
- Strong interpersonal and communication skills with an ability to work effectively with a diverse range of individuals, teams, managers, supervisors, and external customers. Excellent ability to communicate and work cohesively across Department lines.
- Must have the ability to consistently deliver outstanding customer service to all internal and external customers.
- Strong organization skills and attentiveness to detail.
- Ability to maintain a professional manner and appearance at all times.

Education Requirements:

The individual in this position must possess the following education requirements:

- High school diploma or general education degree (GED)

Certifications and Licenses:

- A valid California driver's license
- Current California EMT license
- Current CPR certification
- Ambulance Driver's certification
- Current Medical Examiners Certification
- Current DMV Printout
- NREMT and other certifications as required

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Frequently: Ability to lift, carry, and balance 110 pounds; ability to exert on a regular basis 50 pounds of force and at times up to 100 pounds.

Constantly: Ability to bend and stoop, ability to sit and stand for extended periods of time, possess hand-eye-foot coordination and color recognition, good manual dexterity, with the ability to perform all tasks related to Emergency Medical Services Duty.

All EMT's must also be able to endure the following weight scale as defined:
(O=Occasionally; F=Frequently; C=Constantly)

	Occasionally	Frequently	Constantly
Lifting, Static			
Knuckle Height	110	55	22
Bench Height	74	37	15
Ankle Height	74	37	15
Shoulder Height	74	37	15
Lifting, Dynamic – Floor to			
Bench Height Left	110	55	22
Bench Height Center	110	55	22
Bench Height Right	110	55	22
Shelf Height Center	55	28	11
Shelf Height Left	55	28	11
Shelf Height Right	55	28	11
Carrying, Static			
Pushing Cart Height	59	30	12
Pulling Cart Height	49	25	10
Pushing Shoulder Height	49	25	10
Pulling Shoulder Height	37	19	8

Cognitive/Psychosocial Requirements:

The mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Occasionally: Memorization, critical judgment, problem solving.
- Frequently: Ability to remain calm in high stress situations and make good judgments, ability to be unaffected by loud noises, flashing lights and strobes. Simple and complex mathematic skills, reasoning.
- Constantly: Logic, ethical judgment and reasoning, active listening skills, decision making, ability to communicate effectively in written and verbal formats, as well as via telephone and radio equipment.
- Ability to interpret written, oral, and diagnostic form instructions.
 - Ability to work throughout an entire work shift without interruption.
 - Ability to calculate weight and volume ratios and read small print.
 - Ability to read English and converse in English with co-workers.
 - Ability to read and understand road maps, discern street signs and address numbers.
 - Ability to document in writing, all relevant information in prescribed format in light of legal ramifications of such.
 - Ability to learn, use and become proficient in all equipment related to patient care.
 - Ability to understand and retain a multitude of instructions over a short period of time, and be capable of executing those instructions with accuracy, and in event order.

Clinical Requirements:

The clinical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Providing Basic Life Support Care and transport while working as a member of an emergency medical team to patients while in adherence to the scope of practice, patient care procedures, protocols and medical direction according to their level of certification/licensure.
- Determining the nature and extent of illness or injury, magnitude of catastrophe, need for additional assistance, establishing and providing patient care by developing a patient care plan and performing skills within the scope of practice and according to patient care procedures, protocols and medical direction.
- Monitoring patient conditions and responses to care.
- Communicating with professional medical personnel interagency and at emergency and non emergency treatment facilities.
- Obtaining instructions regarding further treatment from qualified personnel, arranging for reception of patients at treatment facilities and assisting with Advanced Life Support Care as directed by individuals with that level of qualification.
- Completes patient care reports in accordance with documentation standards as required by Falck Northern California and other regulating agencies.
- Assists health care facilities and personnel to obtain and record information related to patients' vital statistics, circumstances of transport/emergency and the documentation of patient care provided.
- Acknowledges accountability for all patient care provided.
- May assist in controlling crowds, protecting valuables, or performing other duties while mitigating incidents.
- Maintains and continues to obtain at least the minimum prescribed continuing education required to keep your certification/licensure in the state.
- Attends mandatory minimum Base Station meetings as determined by the company General Manager(s).
- Attends mandatory crew meetings and other mandatory training events as prescribed and required by Falck Northern California or other regulating agencies.

Equipment Operated:

The individual in this position must be familiar with using the following equipment to perform the essential functions of this job.

Occasionally: Fax machine, copy machine, hole-punch, calculator, laminator, and computer.

Frequently: Computer, printer, telephone, vehicle lubricant dispensing devices, wheel chair lift, wheel chair.

Constantly: Watch/Clock, medical EMS equipment and supplies, radios and paging systems, transportation devices.

Working Conditions:

The working environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Occasionally: Exposure to infectious organisms and agents, exposure to toxic chemicals.

Frequently: Physical and emotional stamina, heavy lifting and extrication in multiple scenarios.

Constantly: Ability to work as a team member with staff members and other agencies, legible documentation, sensory skills to differentiate clinical findings, visual and auditory acuity.

Driving approximately 90% of time.

Environmental Conditions:

Except where appropriate and conducive to accomplishing the goals and objectives of a particular task (such as in an emergency situation) the EMT will work in both well lighted areas and some poorly lighted areas that is ventilated and is as physically and psychologically innocuous as possible under the conditions which exist at a particular time. Because the essential function of the job of EMT may require exposure to hazardous materials as well as infectious waste, diseases, odors and other situations associated with health care, including but not limited to exposure to AIDS, HIV and Hepatitis B viruses involving Risk Classification Category 3, environmental conditions will fluctuate. To be qualified for the position of EMT, an applicant/employee will have the ability to work in an environment conducive to caring for patients, with or without reasonable accommodation and without posing a direct threat to self or others.

The EMT regularly works in outside weather and is regularly exposed to wet or dry conditions, extreme cold and extreme heat. The EMT frequently works near moving mechanical parts and is occasionally exposed to fumes or airborne particles (potential exposure to communicable diseases, blood-borne and airborne pathogens), toxic or caustic chemicals, risk of electrical shock, risk of radiation, and vibration.

The noise level in the work environment is moderately loud.

The statements in this document are intended to describe the general nature and level of work performed by individuals assigned to the classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This document in no way constitutes a contract of employment. Falck Northern California reserves the right to modify job descriptions, policies or any other procedural documents at any time, for any reason without prior notice.

APPROVALS:

EMPLOYEE:	_____	DATE:	_____
DEPARTMENT HEAD:	_____	DATE:	_____
GENERAL MANAGER:	_____	DATE:	_____
HR MANAGER:	_____	DATE:	_____



ATTACHMENT 6

Organizational Chart for the Proposed Oxnard Operation

Falck

Solicitation No. FI-21-51

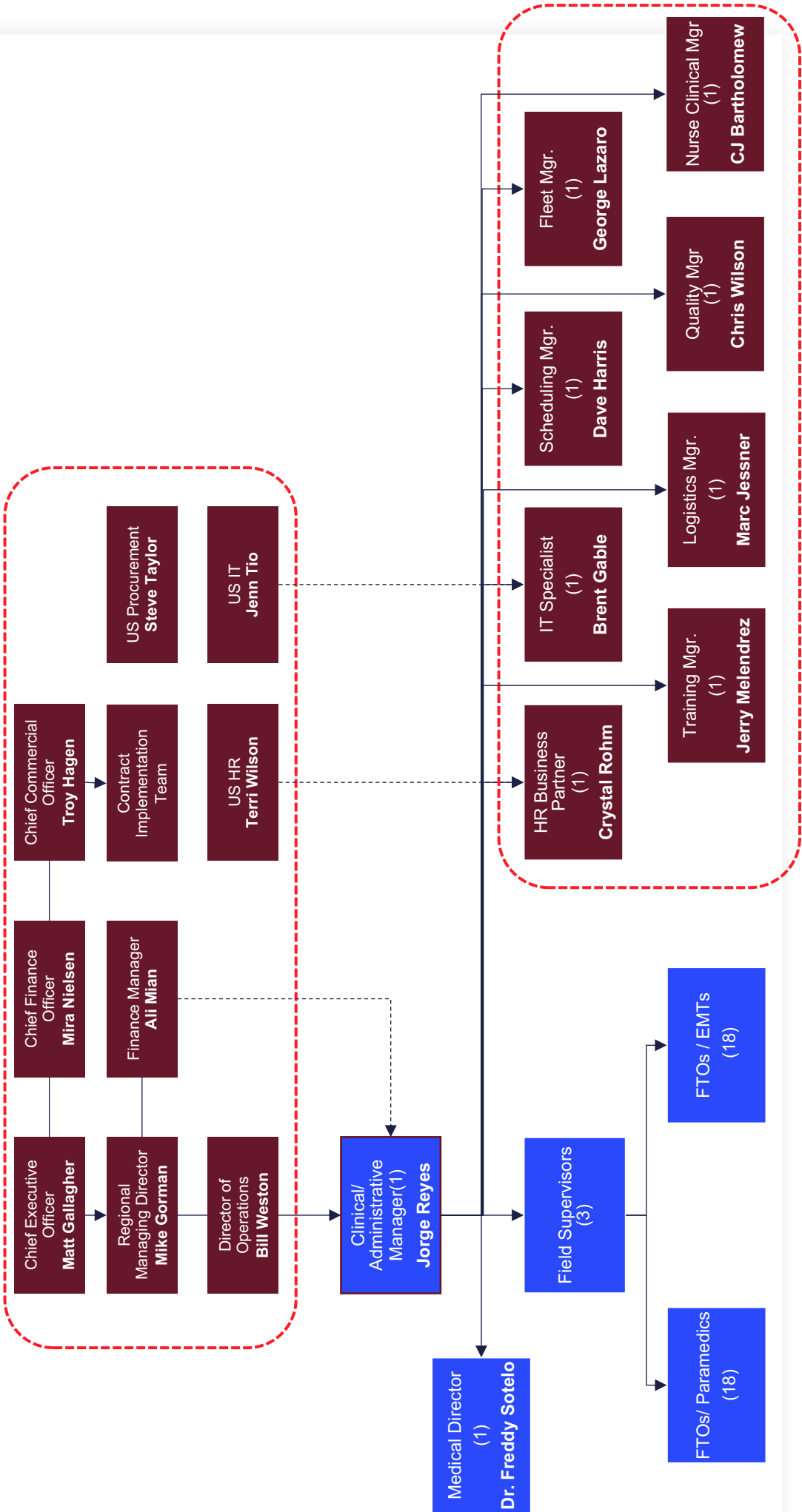
PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD

Oxnard 911 – Falck Organizational Chart

Oxnard Operation

Falck Support Available

Falck US Support



Falck Southern California
Operations support





ATTACHMENT 7

ePro Scheduler Plus Credentials Tracking &
Scheduling System

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



TAKE CONTROL OF YOUR SCHEDULE



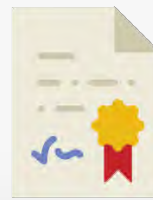
Employee Scheduling

Automated employee scheduling for agencies of any shape or size



Time & Attendance

Money saving timekeeping & payroll reporting tools



Certification Tracking

Track employee licenses and certifications including automated alerts



Dashboards Plus

Dashboards plus a variety of tools for maximum value



About ePro Scheduler Plus

ePro Scheduler Plus combines employee scheduling, time & attendance, overtime control, messaging via text and email, certification tracking, document storage, dynamic dashboards, business calendar management and more into one easy to use, industry-proven tool. Call us today!

Why ePro Scheduler Plus?

ePro Scheduler Plus is an industry-proven online employee scheduling solution used by EMS and Fire Departments across the nation.

From its inception in 2002, and throughout its continuous evolution to date, our singular focus remains **saving you time & money** via overtime control, schedule and payroll accuracy, clear and fast communication, and ease of use, allowing you to focus on other critical aspects of the job at hand.

When you choose ePro Scheduler Plus, you also get a built in team of service professionals that support you every step of the way. The eCore Support Team imports your data, helps you configure your schedule, teaches you how to use ePro Scheduler, develops a custom implementation plan that best suits your needs, and continues to be readily available for support going forward.

Whether you are looking for basic online employee scheduling, or need more advanced functionality like timekeeping, payroll reporting, incident tracking, fleet management, or continuing education, ePro Scheduler Plus has what you need at an affordable price.

Call us today to find out more about how ePro Scheduler Plus can save you time and money!

ePro Scheduler Express

eCore's baseline package includes...

- Automated employee scheduling
- Overtime management tools
- Dynamic and responsive dashboards
- Time-off and shift-trade request management
- Open shift broadcasting with Direct Response
- Employee profile management
- Certification tracking with automated alerts
- Business calendar management
- Unlimited online document storage
- Messaging with forced acknowledgment

ePro Scheduler Advanced

ePro Scheduler Express functionality plus...

- IP restricted time clocks
- Timecard management
- Payroll export to third-party payroll apps
- Time-off bank accruals/deductions
- Holiday pay management
- Differential pay automation
- Optional biometric time clocks



ATTACHMENT 8

Falck 2021 Employee Benefits Guide

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



FALCK

2021

Employee Benefits Guide



VIRTUAL VISITS

Virtual Visits are a great alternative to urgent care and emergency room visits because they provide you 24/7/365 access to U.S. board-certified doctors – receive the treatment you need in an easy and timely manner. In addition, you have the ability to send your visit results to your primary care physician.



24/7/365



Quality Doctors



No ER Wait



Easy Access to Care

REMOTE HEALTH CARE CAN TREAT MANY COMMON HEALTH ISSUES

Virtual Visit doctors can diagnose many health issues like cold and flu symptoms, allergies, rash, skin problems and so much more! If medically necessary, a prescription will be sent to the pharmacy of your choice.

- | | | |
|-------------------------|----------------------------|-------------------------|
| - Abdominal Pain/Cramps | - Eye Infection/Irritation | - Strep |
| - Cold and Flu Symptoms | - Sore Throat | - Blood Pressure Issues |
| - Respiratory infection | - Asthma | - Poison Ivy/Oak |
| - Allergies | - Headaches/Migraines | - Bronchitis |
| - Dizziness | - Sprains and Strains | |
| - Sinusitis | - Backache | |
| - Animal/Insect Bites | - Laryngitis | |



Virtual Visits with Anthem (LiveHealth Online)

Visit www.livehealthonline.com or you can also download the app for an easier way to visit with a doctor.



Call 888-548-3432

Virtual Visits with Kaiser

Visit www.kp.org/getcare or you can also download the app for an easier way to visit with a doctor.

Call 833-574-2273

WELLNESS PROGRAMS

At Falck we recognize that you are at your best when you feel your best. We encourage you to take advantage of the many resources both Anthem and Kaiser provide to help manage all aspects of your wellbeing.

ANTHEM WELLNESS RESOURCES

PREVENTIVE CARE

Preventive care is the most important step you can take to manage your health. Preventive care includes annual physicals, well-woman appointments, and dental cleanings. Some medicines are preventive, such as immunizations and allergy medications. Screenings, such as tests for skin cancer, high cholesterol, and colonoscopies, are also effective preventive measures.

Preventive care is typically covered at 100%. Diagnostic tests or screenings performed to diagnose or treat a medical condition are typically covered at your plan's standard benefit level.

GET YOUR FLU SHOT

Anthem Blue Cross covers the flu shot under your preventive care benefits at 100% when you go to a doctor in your plan. Contact your primary care doctor to get your flu shot. You can also get it at urgent care facilities, retail health clinics or walk-in doctors' offices in your plan.

SYDNEY HEALTH MOBILE APP

With Sydney Health, you can find everything you need to know about your medical, pharmacy, dental, vision, life insurance, and disability insurance benefits all in one place. Sydney's My Health Dashboard is your hub for personalized health and wellness. Find programs that interest you, build an action plan to help you meet your health goals, sync your fitness tracker and earn points for your progress.

Sydney also lets you manage your prescriptions. You can refill and renew your prescriptions, find a pharmacy and even look up the price of a drug before you get it.

KAISER HEALTHY LIVING PROGRAM

TAKE THE TOTAL HEALTH ASSESSMENT

This online questionnaire will help you see what's impacting your overall health, and it only takes about 20 minutes to complete. It has 4 parts — biometrics, body, mind, and lifestyle — and once you complete them all, you'll get a customized plan to help you make healthy lifestyle changes. It's also available in Spanish. To get started, go to kp.org/tha.

SET A HEALTH GOAL AND PICK A PROGRAM

The programs only take about 20 minutes to complete, and you can do so at your own pace. With most programs, we'll send customized emails to help you stay on track. To start a program, go to kp.org/healthylifestyles.

- **Balance** – Learn how to lose weight and keep it off with this comprehensive weight management program.
- **Breathe** – Create your plan to quit smoking, and discover proven strategies to deal with cravings.
- **Care for Diabetes** – Get help managing this complex condition with a program designed around your needs.
- **Care for Pain** – Create a personalized plan to manage chronic pain.
- **Nourish** – Learn how to improve your health and well-being with a nutritional plan that fits your lifestyle.
- **Care for Depression** – Lead a happier, fuller life by finding ways to help manage depression and its symptoms.
- **Dream** – Learn how to get a good night's rest, wake up refreshed, and be ready for the day.
- **Relax** – Get a customized stress-management plan that can help you live longer, healthier, and more relaxed.

MEDICAL PLAN COMPARISON

Learn more about benefit basics. <https://www.youtube.com/watch?v=WDagG0ofzAs>

	KAISER BASE HMO	KAISER BUY UP HMO	ANTHEM HMO	ANTHEM HSA \$1500	
	In-Network Only	In-Network Only	In-Network Only	In-Network	Out-of-Network
	YOU PAY	YOU PAY	YOU PAY	YOU PAY	
PLAN YEAR DEDUCTIBLE					
Individual	\$1,000	\$0	\$0	\$1,500	\$4,500
Member/Family	\$2,000	\$0	\$0	\$2,800**/\$3,000	\$4,500/\$9,000
PLAN YEAR OUT-OF-POCKET MAXIMUM (INCLUDES DEDUCTIBLE)					
Individual	\$2,000	\$1,500	\$2,000	\$3,000	\$9,000
Family	\$4,000	\$3,000	\$4,000	\$3,000/\$6,000	\$9,000/\$18,000
COINSURANCE					
Preventive Care	\$0	\$0	\$0	\$0	40%*
Primary Care Physician	\$20 copay	\$20 copay	\$20 copay	20%*	40%*
Specialist	\$30 copay	\$40 copay	\$40 copay	20%*	40%*
Hospitalization	20%*	\$500 copay	\$500 copay	20%*	40%*
Urgent Care	\$20 copay	\$20 copay	\$20 copay	20%*	40%*
Emergency Room	20%*	\$200 copay	\$200 copay (waived if admitted)	20%*	20%*
PHARMACY					
RETAIL RX (UP TO 30-DAY SUPPLY)					
Tier 1a (Generic)	\$15	\$10	\$10	\$5*	40% up to \$250 per prescription*
Tier 1b (Generic)	N/A	N/A	N/A	\$15*	
Tier 2 (Brand)	\$30	\$20	\$30	\$40*	
Tier 3	N/A	N/A	\$60	\$60*	
Tier 4 (Specialty)	20% up to \$150 per prescription			30%* up to \$250 per prescription	
MAIL ORDER RX (UP TO 100-DAY SUPPLY)					
Tier 1a (Generic)	\$30	\$20	\$25	\$12.50*	N/A
Tier 1b (Generic)	N/A	N/A	N/A	\$37.50*	N/A
Tier 2	\$60	\$40	\$90	\$120*	N/A
Tier 3	N/A	N/A	\$180	\$180*	N/A
Specialty	N/A	N/A	N/A	30%* up to \$250 per prescription (30 days)	N/A

*After Deductible

**Non-Embedded Deductible – There is no individual deductible. So the overall family deductible must be reached, either by an individual or by the family, in order for the insurance company to pay for services.

Please refer to medical plan summary for full benefit details.

MEDICAL PLAN COMPARISON

	ANTHEM SILVER PPO		ANTHEM GOLD PPO	
	In-Network	Out-of-Network	In-Network	Out-of-Network
	YOU PAY		YOU PAY	
PLAN YEAR DEDUCTIBLE				
Individual	\$1,500	\$3,000	\$1,000	\$3,000
Family	\$3,000	\$6,000	\$2,000	\$6,000
PLAN YEAR OUT-OF-POCKET MAXIMUM (INCLUDES DEDUCTIBLE)				
Individual	\$4,000	\$8,000	\$3,000	\$6,000
Family	\$8,000	\$16,000	\$6,000	\$12,000
COINSURANCE				
Preventive Care	\$0	50%*	\$0	30%*
Primary Care Physician	\$20 copay	50%*	\$15 copay	30%*
Specialist	\$30 copay	50%*	\$20 copay	30%*
Hospitalization	20%*	50%*	10%*	30%*
Urgent Care	\$50 copay	50%*	\$50 copay	30%*
Emergency Room	\$250 copay and deductible, then 25% (copay waived if admitted)		\$200 copay and deductible, then 20% (copay waived if admitted)	
PHARMACY				
RETAIL RX (UP TO 30-DAY SUPPLY)				
Tier 1 (Generic)	\$10	50% coinsurance up to \$250 per prescription	\$10	50% coinsurance up to \$250 per prescription
Tier 2 (Brand)	\$30		\$20	
Tier 3	\$50		\$35	
Specialty	Applicable copay		Applicable copay	
MAIL ORDER RX (UP TO 90-DAY SUPPLY)				
Tier 1 (Generic)	\$25	N/A	\$25	N/A
Tier 2 (Brand)	\$90		\$60	
Tier 3	\$150		\$105	
Specialty	Applicable copay		Applicable copay	

*After Deductible

Please refer to medical plan summary for full benefit details.

Fax (714) 466-6601

DENTAL

Taking care of your oral health is not a luxury, it is a necessity to long-term optimal health. With a focus on prevention, early diagnosis and treatment, dental insurance can greatly reduce your costs when it comes to restorative, and emergency procedures. All dental plan options available to you will cover preventive services at no cost to you, including routine exams and cleanings. Deductibles and coinsurance or copays will apply for basic and major dental services. Please refer to your carrier benefit summary for details.

If you are enrolling in a PPO plan, please note that you will maximize your savings if you visit in-network providers. These dentists have agreed to reduced fees, which means you won't get charged more than your expected share of the bill.

	AETNA HMO	AETNA LOW PPO		AETNA HIGH PPO	
	IN-NETWORK ONLY	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
	YOU PAY	YOU PAY		YOU PAY	
PLAN YEAR DEDUCTIBLE					
Individual	\$0	\$50	\$100	\$50	
Family	\$0	\$150	\$300	\$150	
PLAN YEAR MAXIMUM					
Per Individual	Unlimited	\$1,500	\$1,000	\$2,000	\$1,500
PREVENTIVE CARE					
Exams, Cleanings, X-rays, Fluoride Treatments	\$10 copay	\$0	20%*	\$0	\$0
BASIC SERVICES					
Fillings, Space Maintainers, Sealants, Extractions, Oral Surgery, Endodontics, Periodontics, Emergency Exams	Various copays apply. See Schedule of Benefits.	20%*	40%*	10%*	20%*
MAJOR PROCEDURES					
Crowns, Inlays/Onlays , Dentures and Bridgework, Repairs	Various copays apply. See Schedule of Benefits.	50%*	50%*	40%*	50%*
ORTHODONTIA					
	Adult and Child \$1,945**	Child Only 50% (\$1,000 lifetime maximum benefit per individual)		Adult and Child 50% (\$1,000 lifetime maximum benefit per individual)	

*After Deductible

**24-Month Treatment Fee - Additional fees will apply for pre-ortho visits and treatment, records and retention, and banding
Please refer to plan summary for full plan coverage details.

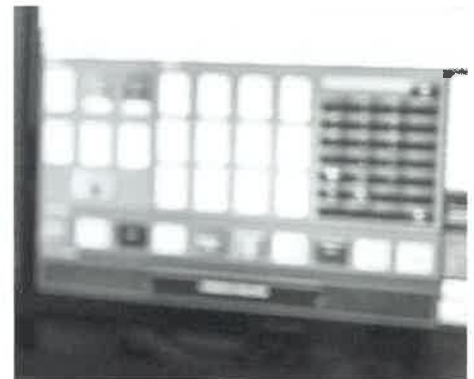


VISION

Healthy eyes and clear vision are an important part of your overall health and quality of life. You may enroll yourself and your eligible dependents or you may waive vision coverage. You do not have to be enrolled in medical or dental coverages to enroll in vision coverage. You also do not need to enroll the same number of dependents in vision as you do for medical and dental coverages.

The table below summarizes the key features of the vision plan options available to you. Please refer to the official plan documents for additional information on coverage and exclusions.

	EYEMED LOW PLAN		EYEMED HIGH PLAN	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
COST				
Exams	Not covered		\$10 copay	Up to \$30
COVERED SERVICES – LENSES				
Single Vision	\$20 copay	Up to \$25	No charge	Up to \$25
Bifocal	\$20 copay	Up to \$40	No charge	Up to \$40
Trifocal	\$20 copay	Up to \$60	No charge	Up to \$60
Lenticular	\$20 copay	Up to \$60	No charge	Up to \$60
Frames	\$0 copay, \$130 allowance	Up to \$65	\$0 copay, \$150 allowance	Up to \$75
COVERED SERVICES - CONTACTS IN LIEU OF FRAMES/LENSES				
Medically Necessary	No charge	Up to \$200	No charge	Up to \$200
Elective	No charge; \$130 allowance	Up to \$104	No charge; \$150 allowance	Up to \$200
BENEFIT FREQUENCY				
Exams	Not covered		Once every 12 Months	
Lenses	Once every 12 Months		Once every 12 Months	
Frames	Once every 24 Months		Once every 12 Months	
Contacts	Once every 12 Months		Once every 12 Months	



SUPPLEMENTAL MEDICAL

Just as it sounds, Supplemental Medical Plans (Accident, Critical Illness, and Hospital Indemnity insurance) can help you pay for costs you may incur after an accidental injury, illness or hospitalization.

Supplemental Medical Plans pay a fixed, one-time benefit amount which you can use for any purpose you like. They can help pay for expenses not covered by your health care plan (such as your deductible or copays), lost income, childcare, travel to and from treatment, home health care costs or any of your regular household expenses.

ACCIDENT INSURANCE

ELIGIBLE EXPENSES



Emergency Room Visits



Medical Exams

Including major diagnostic exams



Fractures and Dislocations



Hospital Stays



Physical Therapy



Transportation and Lodging – if you are away from home when the accident happens

HOW THE PLAN WORKS

- On his way to work, John was in a car accident.
- He was transported by ground ambulance to the emergency room and admitted to the hospital.
- He had a dislocated hip and spent five days in the hospital.
- He had several physical therapy sessions before returning to work.
- John submitted his accident claim and received \$5,850 from his accident insurance coverage.
- He used it towards his deductible, copay and physical therapy sessions.

SAMPLE REIMBURSEMENTS

Ground Ambulance	\$300
Emergency Room	\$150
X-ray	\$50
MRI	\$150
Hospital Stay – Admission + 5 days	\$2,000
Dislocated Hip	\$3,000
Appliances	\$100
Physical Therapy (4 sessions)	\$100
TOTAL BENEFIT PAID	\$5,850

SUPPLEMENTAL MEDICAL (CONT.)

CRITICAL ILLNESS INSURANCE

SAMPLE OF COVERED CONDITIONS



Heart Attack



Multiple Sclerosis



Alzheimer's Disease



Parkinson's Disease



Stroke



Major Organ Failure

HOW THE PLAN WORKS

- Tom suffered a relatively small stroke.
- He was hospitalized for five days.
- He began rehab to get back to where he was physically before the stroke.
- Tom submitted his claim and received a lump-sum payment of \$10,000.

BENEFIT AMOUNT OPTIONS

Employee and Spouse	\$5,000 – \$30,000 in \$5,000 increments
Children	\$1,000 – \$15,000

HOSPITAL INDEMNITY INSURANCE

SAMPLE OF COVERED CONDITIONS



Hospital Admission



Hospital Confinement



Surgical Care



Medical Diagnostic and Imaging



Hospital Intensive Care



Transportation and Lodging

HOW THE PLAN WORKS

- In April, Sarah unexpectedly needed back surgery.
- Sarah was admitted to the hospital for surgery.
- After surgery, she began physical therapy to increase her strength and flexibility.
- Sarah submitted her claim and received a lump-sum payment of \$1,000.

TOTAL BENEFIT PAID	\$1,000
--------------------	---------

HEALTH SAVINGS ACCOUNT (HSA)

An HSA is a personal savings account you can use to pay for qualified out-of-pocket medical expenses with pretax dollars — now or in the future. Once you're enrolled in the HSA, you'll receive a debit card to help manage your HSA reimbursements. Your HSA can also be used for your expenses and those of your spouse and dependents, even if they are not covered by the Anthem HSA \$1500 medical plan.

HOW A HEALTH SAVINGS ACCOUNT (HSA) WORKS



Eligibility

You must be enrolled in the Anthem HSA \$1500 medical plan. You are not covered by any other non-HDHP plan, such as a spouse's plan, that provides any benefits covered by your HDHP plan. You aren't enrolled in Medicare, TRICARE or TRICARE for Life. You can't be claimed as a dependent on someone else's tax return. You haven't received VA benefits within the past three months, except for preventive care. You are not covered by a general purpose health care flexible spending account (FSA) or health reimbursement account (HRA). Enrollment in a limited-purpose FSA is permitted.



Your Contributions

You contribute on a pretax basis and can change how much you contribute from each paycheck up to the IRS maximum of \$3,600 if you enroll only yourself, or \$7,200 if you enroll in family coverage. You can make an additional catch-up contribution if you are age 55.



Eligible Expenses

Medical, dental, vision and prescription drug expenses incurred by you and your eligible family members. If you want to enroll in a Health Care FSA, you are eligible to enroll in a Limited Purpose FSA.



Using Your Account

Use the debit card linked to your HSA to cover eligible expenses, or pay for expenses out of your own pocket and save your HSA money for future health care expenses.



Your HSA is always yours – no matter what

One of the best features of an HSA is that any money left in your HSA account at the end of the year rolls over so you can use it next year or sometime in the future. And if you leave the company or retire, your HSA goes with you and you can continue to pay and save for future eligible health care expenses.

HOW THE HSA AND ANTHEM HSA \$1500 PLAN WORK TOGETHER

<https://www.brainshark.com/willis/vu?pi=zHYzjjJFkzaDe3z0>



THE TRIPLE TAX ADVANTAGE

1

You can use your HSA funds to cover qualified medical expenses, plus dental and vision expenses too – tax-free.

2

Unused funds grow and can earn interest over time – tax-free.

3

You can save your HSA funds to use for your health care when you leave the Company or retire – tax-free.



FLEXIBLE SPENDING ACCOUNTS (FSA)

Flexible Spending Accounts (FSAs) allow you to pay for eligible health care and dependent care expenses using tax-free dollars. If you are a participant in a Health Savings Account (HSA), you are not eligible for the Traditional Healthcare FSA reimbursement account. **There are three types of FSAs — the Traditional Healthcare FSA, the Limited Purpose Healthcare FSA, and the Dependent Care FSA:**

TRADITIONAL HEALTHCARE FSA	LIMITED PURPOSE HEALTHCARE FSA	DEPENDENT CARE
Contribute up to \$2,750 per year, pretax to pay for services not covered by your medical, dental or vision plan such as copays, coinsurance, deductibles, prescription expenses, lab exams and tests, contact lenses and eyeglasses.	Used if you are enrolled in the HDHP with medical plan; it works the same way as the Traditional Healthcare FSA; however, you may only use it to pay for eligible vision and dental expenses. Contribute up to \$2,750 per year, pretax.	Contribute up to \$5,000 per year, pretax, or \$2,500 if married and filing separate tax returns to pay for day care expenses associated with caring for elder or child dependents that are necessary for you or your spouse to work or attend school full-time. You cannot use your Health Care FSA to pay for Dependent Care expenses.
Eligible expenses include medical copays, coinsurance, deductibles, eyeglasses, over-the-counter medications prescribed by your doctor.	Eligible expenses include dental and vision copays, coinsurance, deductibles, eyeglasses and over-the-counter medications prescribed by your doctor.	Can only be used to pay for eligible dependent care expenses including day care, after-school programs and elder care programs.
You may carry over up to \$550 of unused FSA funds into the new plan year. Active employees have 60 days from the start of the plan year to submit eligible expenses from the previous year. Terminated employees have 90 days from the start of the plan year to submit eligible FSA expenses.	You may carry over up to \$550 of unused FSA funds into the new plan year. Active employees have 60 days from the start of the plan year to submit eligible expenses from the previous year. Terminated employees have 90 days from the start of the plan year to submit eligible FSA expenses.	Submit claims up to March 31 of the following year for expenses from January 1 to December 31. Note: If you do not spend all the money in this FSA by March 31, per IRS regulations, unused dollars will be forfeited for pretax contributions. If you leave the company, you will have 60 days to submit claims for reimbursement.

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE



LIFE INSURANCE

BASIC TERM LIFE AND AD&D

Although we don't like to think about it, should death occur, the survivors left behind could face serious financial hardships. Your family might need an alternative source of income to pay off your bills and meet their ongoing financial responsibilities. That is the purpose of life insurance – to provide funds for those left behind. As a benefits-eligible employee, you are provided with basic term life coverage in the amount of one times your annual salary up to a maximum of \$50,000 at no cost to you. It is also possible that an accident could cause serious injury – the loss of limbs or eyesight, for example. There is special insurance coverage which pays benefits if an accident causes loss of life, limb or sight – it is called accidental death and dismemberment (AD&D) insurance. AD&D pays an amount equal to your life insurance benefit in the event of your accidental death. It also provides benefits for certain accidental injuries.

VOLUNTARY TERM LIFE AND AD&D

In addition to the company provided basic term life coverage, you may purchase additional amounts of individual term life insurance for yourself, your spouse or your domestic partner, and your children. Employees may purchase amounts of voluntary term life insurance coverage in increments of \$10,000 up to a maximum of \$500,000. Spouse or domestic partner voluntary term life insurance is available at 100% of the employee's benefit, not to exceed \$500,000. You may also cover your children up to \$10,000.

Voluntary term life insurance amounts of up to \$200,000 will be issued to you on a guarantee issue basis as long as you apply during your initial eligibility period. Guaranteed issue is only available upon your initial opportunity to enroll.

Coverage amounts of up to \$30,000 for dependent spouses and domestic partners and up to \$10,000 for children will also be issued on a guarantee issue basis during your initial eligibility period. Additional amounts of voluntary term life insurance above the guarantee issue limits, and any other amount applied for after your initial eligibility period, are subject to medical underwriting review by **CIGNA**. This means that you will need to complete an evidence of insurability form when you elect coverage in excess of these guarantee issue amounts.

Voluntary AD&D insurance is available for accident protection and is an affordable way to supplement your life insurance policy. Employees may purchase amounts of AD&D insurance coverage in increments of \$10,000 up to a maximum of \$500,000. Spouse or domestic partner AD&D insurance is available at 100% of the employee's benefit, not to exceed \$500,000. You may also cover your children up to \$10,000.

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE OVERVIEW OF COVERAGE

Life insurance pays a lump-sum benefit to your beneficiary(ies) to help meet expenses in the event of your death. AD&D Insurance pays a benefit if you die or suffer certain serious injuries as the result of a covered accident. In the case of a covered accidental injury (e.g., loss of sight, loss of a limb), the benefit you receive is a percentage of the total AD&D coverage you elected based on the severity of the accidental injury.

LIFE / AD&D INSURANCE - FOR YOU		
	LIFE AND AD&D	VOLUNTARY LIFE AND AD&D
Coverage Amount	1 times your basic annual earnings to a maximum of \$50,000	Increments of \$10,000 not to exceed \$500,000
Evidence of Insurability/ Proof of Good Health	None	Required if electing coverage equal to or greater than \$200,000

DEPENDENT VOLUNTARY LIFE

Voluntary Life insurance for your dependents can help protect your family during difficult times.

LIFE / AD&D INSURANCE - FOR YOUR DEPENDENTS		
	SPOUSE	CHILD(REN)
Coverage Amount	Increments of \$10,000 up to \$500,000 – not to exceed 100% of Employee coverage	Units of \$2,000 up to \$10,000
Evidence of Insurability/ Proof of Good Health	Required for amounts equal to or greater than \$30,000	None

GUARANTEED ISSUE (GI) AND EVIDENCE OF INSURABILITY (EOI)

Employees and spouses who elect coverage when first eligible can elect up to the Guaranteed Issue (GI) amount without Evidence of Insurability (EOI). If the amount requested is more than GI, you will need to provide EOI before the amount over GI becomes effective.

IMPUTED INCOME

Under current tax laws, imputed income is the value of your Basic Life insurance that exceeds \$50,000 and is subject to federal income, Social Security, and state income taxes, if applicable. This imputed income amount will be included in your paycheck and shown on your W-2 statement.

DISABILITY INSURANCE

Short Term (STD) and Long Term (LTD) Disability insurance can keep you financially stable should you become disabled and unable to work. It can help provide a sense of security, knowing that if the unexpected should happen, you'll still receive a monthly income.

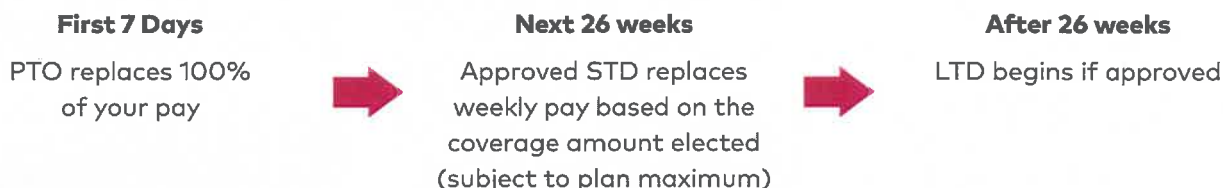
STD BENEFITS AT A GLANCE

Coverage	\$50, \$100, \$150, \$200, \$250, \$300, \$350, \$400, \$450 or \$500 (the benefit option is limited to a maximum of 20% of the employee's earnings before disability up to a maximum of \$500 weekly) for a maximum of 26 weeks.
Choose weekly amounts of disability coverage	
When Benefits Begin	Benefit begins after 7 days of disability.
Election Required	Yes / Employee Paid

LTD BENEFITS AT A GLANCE

Coverage	60% of your pre-disability earnings, up to a maximum benefit of \$2,000 per month until you recover or reach your Social Security Normal Retirement Age, whichever is sooner.
When Benefits Begin	Benefit begins after 180 days of disability.
Election Required	Yes / Employee Paid

HOW STD AND LTD WORK TOGETHER



A qualifying disability is a sickness or injury that causes you to be unable to perform any other work for which you are or could be qualified by education, training or experience.



EMPLOYEE ASSISTANCE PROGRAM

In our increasingly fast-paced world, you may find it challenging to take care of yourself while balancing your responsibilities at work with your obligations at home. In addition to counseling, your LifeWorks Employee Assistance Program (EAP) can help by offering you timely, professional assistance and support to manage all of life's stages and complexities.

- Stress
- Marital or family problems
- Anxiety and depression
- Substance abuse (alcohol and/or drugs)
- Financial issues
- Child care issues – including identifying schools, daycare, tutors, and more
- Aging parents
- Pet care
- Maintenance and repair providers
- Community volunteer opportunities
- Adoption services
- Caregiver support groups
- Landlord and tenant issues
- Summons, warrants, and subpoenas
- Custody and child support

CONTACT LIFEWORKS
ONLINE: [LOGIN.LIFEWORKS.COM](https://login.lifeworks.com)
USERNAME: FALCK
PASSWORD: LIFEWORKS

CALL: 877-234-5151
TTY: 800-999-3004
EN ESPAÑOL: 888-732-9020

It's important to note that all EAP conversations are voluntary and strictly confidential. If you and your counselor determine that additional assistance is needed, you'll be referred to the most appropriate and affordable resource available. Although you're responsible for the cost of referrals, these costs are often covered under your medical plan.



EMPLOYEE ASSISTANCE PROGRAM CONTINUED ...

CHILDCARE SERVICES

Your Employee Assistance Program (EAP) offers a personalized approach to helping you and your family. Through a telephonic consultation with our professional advisors, you get the answers, information and resources you need to help with the day-to-day child care responsibilities. LifeWorks' professional advisors and research team will assess, identify and locate caregiving services including:

- Parenting classes
- Childcare and after-school programs
- Schools, educational services, and special needs programs
- Adoption resources

FINANCIAL WELLBEING

Financial well-being is as important as physical and mental wellness. It's about feeling in control of your finances, being able to handle a financial setback, and being on track to achieve your financial and life goals (including having a plan for retirement).

With LifeWorks, you have access to financial counselors offering support on a variety of issues:

- Budgeting and overall money management
- Credit card debt & debt management options
- Credit management and rebuilding of credit
- Financial emergency options
- Difficulty paying student loans
- Foreclosure and other housing issues
- Basic mortgage questions including buying versus renting
- Financial aspects and implications of bankruptcy
- Identity theft
- Working Together on Your Financial Plan

LEGAL SERVICES

Whether it's a question about divorce, real estate, writing a will, estate planning, handling a legal dispute, or finding a lawyer in your area, LifeWorks can help. LifeWorks can refer you to a lawyer through their Legal Referral Service for a free, 30-minute telephonic consultation in almost all areas of law, except for business and employment law. An easy-to-browse legal library with hundreds of articles,

ELDERCARE SERVICES

The realization that an aging family member requires some level of assistance can raise many questions and concerns. Your loved one may be having difficulty in getting around or experiences significant hearing, vision or cognitive problems, and you might wonder how best to provide them with the care they need. LifeWorks is here to offer support through counseling, articles and other online resources.



CONTACT LIFEWORKS

ONLINE: [LOGIN.LIFEWORKS.COM](https://login.lifeworks.com)

USERNAME: FALCK

PASSWORD: LIFEWORKS

CALL: 877-234-5151

TTY: 800-999-3004

EN ESPAÑOL: 888-732-9020

PLANNING FOR RETIREMENT

What does retirement look like for you? Maybe you plan to travel the world. Or maybe you'd like to take up some hobbies closer to home. Whatever your goal, it's important to take responsibility for your own finances so you have the income you'll need in the future.

One of the best ways to ensure a secure retirement is to start saving as early as possible. Our 401(k) savings plan allows you to save for retirement on a tax-advantaged basis. You can begin contributing to the plan at any time once you become eligible and start making contributions to your account through convenient payroll deductions. Pay yourself first each and every payday!

Features¹ of the Falck USA 401(k) Plan include:

- Elect your contributions as either a percentage of gross pay or a fixed dollar amount.
- Contribute up to the \$19,500 IRS annual limit through convenient payroll deductions, or up to \$26,000 if you are age 50+.
 - Note: These are the 2020 limits and may increase in 2021.
- Dollar-for-dollar immediately vested matching contributions up to 6% of your pay.
- You may elect pre-tax contributions, Roth contributions, or a combination of both.
- Rollover of your old retirement accounts for ease of management is allowed.
- Excellent selection of investment options with fiduciary-based investment advice.
- 24/7 online account management.

To get started with your 401(k) simply:

- Log in at www.RetirementVista.com using your SSN and default password².
- Follow the online steps to complete your enrollment.

Complete your online enrollment and your payroll deduction contributions will automatically commence within 1 to 2 pay dates.



Monitor your account progress:

- Online account management at www.RetirementVista.com
- Quarterly account statements available electronically or mailed to your address.

Need enrollment, investment or account management assistance? Contact WESPAC by phone at 800-535-4253 or through your RetirementVista online account.

¹ Please refer to the Falck USA, Inc. Summary Plan Description and Falck USA, Inc. 401(k) Plan Fee and Investment Notice documents for complete information.

² The initial default password is your date of birth in the MMDDYYYY format. As part of the enrollment process, you will be guided to establish your unique password and other account security features.



ATTACHMENT 9

Key Personnel Resumes

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD

**FALCK**

JORGE A. REYES, EMT- P

Proposed Oxnard Clinical / Operations Manager

SUMMARY

Highly resourceful, innovative and committed EMS Manager. Capable of confident decision making and effectively acting in high pressure situations. Solid communication skills capable of conveying directives in challenging emergency situations. Adept at multi-tasking and proactive problem solving.

PROFESSIONAL EXPERIENCE

**Care Ambulance Service (Parent Company, Falck), L.A. County, Orange County,
Riverside County, CA 2006 - Present**

- EMT-B, EMT-P, Training Supervisor, Operations Manager

American Medical Response, L.A. County Operational Region 2004 - 2006

- Emergency Medical Technician Basic

CERTIFICATIONS & PROFICIENCIES

- EMT-P
- ICS-100
- ICS-200
- ICS-300
- ICS-700
- ICS-800
- ACLS
- PALS
- PHTLS
- PCCC
- PEPP
- Fluent in Spanish

EDUCATION

Paramedic Education Program 2008
Palomar College, San Marcos, CA

Emergency Medical Technician 2003
S.C.R.O.C. Torrence, CA

Plastics/Composite Manufacturing Technology, 2004 - 2007
Cerritos College, Norwalk, CA

SERVICES & AWARDS

WE CARE Committee member

Certificate of Appreciation, OC Health Care Agency

Certificate of Appreciation, American Red Cross

Employee Recognition Award, Care Ambulance

**FALCK****FREDDY SOTELO, MD, MPH** *Medical Director***PROFESSIONAL
SUMMARY**

- Accomplished physician leader with a focus on maximizing the strengths of a large medical staff and organization
- Focused and motivated in developing best practice care delivery models and producing results
- Exceptional verbal and written communication skills on an individual and group level
- Well-versed in all elements of medical management, evidence-based practice, and physician engagement to create a successful hospital-physician collaboration
- Fluent in Spanish

**PROFESSIONAL
EXPERIENCE*****Board Certified Emergency Medicine Physician, Attending******Vice President, Columbia Emergency Medical Group******Jun 2010 - Present***

- Evaluate patients, diagnose disorders and manage emergency care delivery to patients in a large tertiary care that is a STEMI receiving center, level 2 trauma center, specialized in pediatrics, and a certified comprehensive stroke center.
- Oversee financial operations, including the producing of profit and loss reports and financial outlook forecasts
- Developed and achieved financial growth goals of 15% increase for FY 18 and 19.
- Maintain positive relationships between department heads, medical staff and governing boards by attending leadership meetings and synchronizing interdepartmental functions.

Utilization Review Committee***Jun 2018 to current******Long Beach Memorial Medical Center, Co-Chair, Long Beach, CA***

- Serve as co-chair in reviewing services of the institution and medical staff care provided to patients
- Led committee in reduction of LOS by 8% of the first fiscal year of committee involvement
- Delegate communication tasks between department heads, medical staff and governing boards by attending leadership meetings and synchronizing interdepartmental functions.

Medical Director, Clinical Documentation Integrity***Apr 2014 to Current******MemorialCare Health Systems, Fullerton, CA***

- Provide medical direction, coordination and oversight for the program and the medical centers.
- Accomplishments: Challenged with a case mix and mortality indices ranked in the lowest quartile among peers for our large multi-specialty teaching hospital in Long Beach I have led a diverse medical staff (approximately 1500 physicians) in capturing true, and compliant patient severity of illness and risk or mortality. Role and responsibilities also included overseeing coding and CDI staff of our entire 5-hospital system.
- Results: our case mix index has increased from 1.6 (FY 2015) to 1.95 (FY 2018). System-wide revenue has increased by 3.1M in FY 2016, 4.7M in FY 2017 and, currently, 3.29 M for FY2018. Mortality index has also improved to reflect the true care across the system.
- Part of the success has been educating and engaging physicians on an individual and group level on adequate data capture practices that are compliant, consistent, efficient and accurate.
- Success has also required competent and innovative use of 3M encoder and Crimson Continuum of Care analytics.
- The program also requires close and constant collaboration with hospital Medical Directors, Chairs of surgical and medical departments, the Chief of Staff, and hospital administration.

continued next page

**PROFESSIONAL
EXPERIENCE,**
continued

Medical Director, Care Ambulance (A Falck Company), Orange, CA

Sep 2016 to Current

- Lead and direct medical quality and appropriateness of care rendered at all levels of service: BLS, CCT-RN and Paramedic level for non-911 services.
- Oversee a staff of 1500 EMTs, 80 medics and 13 RNs.
- Accomplishments: Confronted with low call volumes for critical care transport in the large southern California region of Los Angeles, Orange, and Riverside counties I developed a new (and marketable) critical care transport team to meet the high demand, but under utilized section, of critical patient transport market. Results: reduced staffing cost by 600K annually all while increasing our capacity and improving our quality.
- Collaborated with Los Angeles County EMS and Fire Medical directors in securing the contract and assuring quality care are provided by our ALS service. Results led to increasing our market share in the eastern Los Angeles County regions

Chair, Health Information Management

Sep 2014 to Current

Long Beach Memorial Medical Center – Long Beach, CA

- Oversees the approval process for the structure, content, and usability of all forms used to document and capture patient information in the health record; compliant with State, Federal, and Joint Commission regulatory requirements and accreditation standards.

***The Advisory Board Crimson Continuum of Care, Physician Analyst and Advisor
MemorialCare Health Systems, Long Beach Memorial Medical Center***

Apr 2014 to Current

- Lead and direct implementation of Crimson Clinical Advantage
- Accomplishments: Extensive presentations and educational sessions with multiple medical center departments, medical groups and individual clinicians (in a large pluralistic medical staff of 1500 at a tertiary care hospital) led to a paradigm shift in increasing use of data as a gauge for medical care across the medical center.
- As a result, our medical groups and individual physicians now routinely track metrics such as case mix index, resource utilization, mortality indices, and Ongoing Professional Practice Evaluation
- (OPPE) and Focused Professional Practice Evaluation (FPPE) processes.

Lean Leader, Process Owner, 12/2013 to Current

Long Beach Memorial Emergency Department – Long Beach, CA

- With an increasing census and declining patient experience our wait times were increasing; this led to finding an innovative way to decrease our length of stay for 'dischargeable' patient from the waiting room.
- I secured a previously underutilized room in the ED to create a new pathway for early discharges and improvement in patient experience in the emergency department.
- The process required significant cultural change in nursing and physician practice and key frequent communication with ED staff. Improved efficiency by increasing capacity without changes or additions to staffing.
- Results: AMA has decreased 20% since the start of process and length of stay for early discharges has decreased below target of 210 minutes. Improved ED arrival to ED bed times by 20% over 12 months.

Committee Member, 08/2008 to 06/2010

Harbor UCLA Emergency Department and Surgical/Trauma Department – Torrance, CA

- Trauma service, Harbor-UCLA Medical Center Member, Quality Improvement, Risk Management and Patient Safety Task force

continued next page

EDUCATION

Emergency Medicine Resident Physician: June 2007-June 2010

Harbor-UCLA Medical Center – Torrance, CA

Master of Public Health: Public Policy and Health administration, Sept 2006-June 2007 UCLA School of Public Health – Los Angeles, CA

Doctor of Medicine: Aug 2002-June 07

David Geffen School of Medicine at UCLA - Los Angeles, CA

Bachelor of Science: Biology, June 02

University of California, Los Angeles - Los Angeles, CA

AFFILIATIONS

Jun 2015-present	American Association of Physician Leadership
Jun 2009- present	American College of Emergency Physicians
Jun 2010-present	MemorialCare Physician Society

CERTIFICATIONS & AWARDS

Nov 2019	Long Beach Memorial Medical Center, Physician Excellence in Leadership Award
May 2019	American Association of Physician Leadership, Certified Physician Executive
Feb-Oct 2015	MemorialCare Physician Leadership Academy
Oct-Nov 2014	The Advisory Board Crimson Analytics Fellow
Jun 2010-present	LEAN Leader trained
Jun 2010-present	ACLS, BLS, PALS certified
Jun 2009-present	American Board of Emergency Medicine, Board Certified
Jan 2008-present	California license and DEA certified



FALCK

TROY HAGEN, MBA

Troy.Hagen@falck.com

Falck USA Chief Commercial Officer & Implementation Team Lead

SUMMARY

Troy Hagen is the Chief Commercial Officer for Falck USA, based in Orange County, CA. Troy has been involved in Emergency Medical Services since 1989. His background includes: paramedic, volunteer fire fighter, reserve deputy sheriff, flight medic, tactical medic, technical rescue team commander, community paramedicine, field supervisor, management, and executive positions.

Troy holds a Bachelor of Science degree in Biology and a Master's degree in Business Administration. He is a frequent lecturer and writer on EMS leadership and management topics, EMS finance, emergency preparedness and special events planning. Troy served as Medical Commissioner and Incident commander for the 2009 Special Olympic World Winter Games. He is currently serving as Incident Commander for Falck's CoVID-19 National Response and Emergency Operations Center.

Troy was the 2010 Pinnacle Leadership Award Winner and was recognized for outstanding dedication to improving EMS, and for his lead role in developing a white paper entitled "EMS Makes a Difference" published by the U.S. Department of Transportation. Troy is a Past President of the National EMS Management Association (NEMSMA) and served as the Finance Committee Chair for the national EMS Advisory Council (NEMSAC) from 2010 to 2012. Troy was awarded the international distinction of Falck Manager of the Year for 2020 by Falck Global CEO, Jakob Riis.

EDUCATIONAL ACHIEVEMENTS

Ada County Strategic Leadership Program 5/09
George Fox University, Meridian, ID

Master in Business Administration 10/05
University of Phoenix, Meridian, ID

Level One Reserve P.O.S.T. Academy 7/94
Ada County Sheriff's Office, Boise, ID

Paramedic Program 6/93
Mckennan Hospital, Sioux Falls, SD

Bachelor of Science Degree, Biology with Minor in Chemistry 5/92
South Dakota State University, Brookings, SD

Emergency Medical Technician - Special Skills 6/91 Mitchell, SD
Emergency Medical Technician - Basic 4/89 Brookings, SD

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**PROFESSIONAL
EXPERIENCE**

TROY HAGEN | PG 2 OF 3

Falck USA, Orange, CA

Falck USA Chief Commercial Officer 12/19 - Present
Falck California CEO 5/17 - 12/19
Care Ambulance Service CEO 1/13 - 5/17

Ada County Paramedics, Boise, ID

Director 5/04 - 1/13
Assistant Director 7/02 - 5/04
Emergency Medical Dispatch QI Coordinator 3/00 - 5/04
Field Supervisor 5/99 - 7/02
EMT - Paramedic 9/93 - Present
Special Operation Team (SOT) Commander 12/96 - 5/03
SOT Training Officer 12/95 - 12/96

Unified Emergency Response Consulting, Boise, ID

Partner, Consultant, Instructor 2/04 - 12/09

Life Flight - St. Alphonsus Regional Medical Center, Boise, ID

Flight Paramedic 7/98 - 1/00

Ada County Sheriff's Department, Boise, ID

Reserve Deputy 2/94 - 9/96

West Idaho Critical Incident Stress Management Team, Boise, ID

EMS Consultant 9/94 - 9/96

Brookings Ambulance, Brookings, SD

EMT - Paramedic 6/93 - 9/93
Education Coordinator 8/92 - 9/93
EMT - Special Skills 7/91 - 6/93
QI Assistant Coordinator 1/91 - 9/93
EMT - Basic 8/89 - 7/91

Canistota Fire Department, Canistota, SD

Rescue Squad, Firefighter 6/89 - 9/93

Canistota Municipal Pool, Canistota, SD

Lifeguard/Safety Instructor/Manager Summers 1986 - 1989

**PROFESSIONAL
AFFILIATIONS**

Adaptive Business Leaders (ABL) Orange County (CA) Healthcare CEO Roundtable - Member
Commission of the Accreditation of Ambulance Services (CAAS) - Board Member
National EMS Management Association - Past President
Center for Leadership, Innovation and Research (CLIR) - Board Member
National EMS Advisory Council - Member 2010-2012
DHS First Responder Working Group - Past Member
Idaho Incident Management and Support Team - Incident Commander
Idaho EMS Chiefs Association - Member
Idaho Emergency Communications Commission - Past Commissioner
Idaho State University Paramedic Degree Program - Past Adjunct Faculty and Advisory Board Member
2009 Special Olympics World Winter Games - Medical Commissioner and Area Commander
Burning Man - Medical Incident Commander (2012-13)

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**AWARDS &
RECOGNITIONS**

**CERTIFICATIONS
& TRAINING**

TROY HAGEN | PG 3 OF 3

2020 Falck International Manager of the Year

2010 Pinnacle EMS Leadership Award of Excellence

2009 Idaho Health Care Hero

- National Registered Paramedic
- Advanced Cardiac Life Support Provider
- Pediatric Advanced Life Support Provider
- Neonatal Resuscitation Provider
- Incident Command System (ICS) 100-400 Instructor
- NIMS 700 and 800
- Integrated Emergency Management Course
- All Hazards Incident Management Team - Incident Commander
- ICS to Emergency Operations Center (EOC) Interface
- Exercise Design
- Basic Public Information Officer
- Multi-Agency Coordination
- Six Sigma Black Belt
- Project Management
- Strategic Planning and Leadership
- The Speed of Trust (Steven MR Covey) - Instructor
- State of Idaho EMS Instructor - EMT through Paramedic
- State of Idaho Emergency Services Training Instructor
- Idaho State University Institute of Emergency Management Adjunct Faculty
- Rope Rescue Technician
- Haz Mat Operations
- Confined Space Rescue Operations
- Structure Collapse Awareness Instructor
- CMC Level 1 and 2 Rope Rescue/Rappelling
- AMSAR Level 1 and 2 Rope Rescue
- C.O.N.T.O.M.S. Tactical Paramedic
- Emergency Medical Dispatcher (EMD) and EMD-QI
- Basic Critical Incident Stress Management
- P.O.S.T. Peace Officer and Marine Duty
- Emergency Vehicle Operations Course



MICHAEL GORMAN, MBA *Regional Managing Director*

QUALIFICATIONS

- Strategic business driver and process improvement authority
- Known for championing innovations and productivity efficiencies within healthcare organizations
- Skilled at employee relations, enhancing customer experience, and building large logistically sound 911 systems
- Acclaimed for leading multi-site operations and building diverse high-performance teams to meet system goals
- Experienced 911 system expert, leveraging expertise in logistics and statistics to mine data and build reporting tools that maximize 911 system performance

PROFESSIONAL EXPERIENCE

Care Ambulance / Falck Southern California, Orange / LA Counties, CA 2019 - Present *Managing Director*

Global leader in EMS services. In Southern California, manage 911 system that covers 4.5 million residents. Manage 10 direct reports and 1,300 employees.

Ambulanz, New York, NY 2018-2019 *Vice President of Operations*

Global ambulance provider utilizing technology and innovation to optimize patient flow. Operations in California, Colorado, Tennessee, New York, Pennsylvania, New Jersey and London. Managed 1,200 employees and eight direct reports.

Covalent Health, San Francisco CA 2013-2018 *Chief Operations Officer*

Leading provider of healthcare logistic solutions; comprised of 5 ambulance companies. Headquartered in San Francisco with 4 national offices stretching from California to Florida, with 2,300 employees.

American Medical Response, Las Vegas NV 2010-2013 *Division General Manager*

Las Vegas division encompassed the City of Las Vegas, City of North Las Vegas and the unincorporated parts of Clark County, Nevada, in the Las Vegas valley which serves a population of approximately 2.2 million people. Managed 12 direct reports and 1,000 employees.

Rural/Metro Ambulance, Cleveland OH / Atlanta GA / Buffalo NY 2004-2010 *Regional Operations Director / Division General Manager / Financial Analyst*

Atlanta, GA division encompassed Fulton and Forsyth Counties, GA with population of approximately 1.2 million people. Buffalo, NY division encompassed Erie and Niagara Counties, NY with population of approximately 1.1 million people. Managed a total of 1,000 employees and nine direct reports.

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EDUCATION

Master of Business Administration (MBA), Finance and Accounting
Regis University, Denver, CO, 2011

Bachelor of Science (BSc), Biochemistry
Case Western Reserve University, Cleveland, OH, 1998

**CERTIFICATIONS
AND TRAINING**

Lean Six Sigma Black Belt – Villanova University, Philadelphia, PA, 2016
Professional Development Training:

- Leadership North Las Vegas Training
- Dale Carnegie Sales Training

**FALCK**

KATHRYN “LORIE” LOPEZ

LEADERSHIP SUMMARY

Passionate and Dedicated EMS Manager with more than 25 years of recognizable leadership ability and exceedingly above average work ethic. Self-starter and enthusiastic team member with success in developing and managing new “start-up” operations, program services and plans. Employee advocate and committed business partner, balancing the goals and objectives of the organization with the needs and desires of her team.

LEADERSHIP EXPERIENCE

Falck USA / Care Ambulance Service 2006 - Present

COMMERCIAL TEAM DIRECTOR OF OPERATIONS (2020-PRESENT)

Oversees the implementation of new/start-up contracts. Works with area management to ensure the organization’s daily business activities are displayed publicly and online. Responsible for ensuring area management understands how to manage their resources, develop and implement their operational plan and ensuring that procedures are carried out properly. Leads the management team in evaluating organizational efficiency and making necessary changes to maximize staff productivity.

FALCK SOUTHERN CALIFORNIA SCHEDULING MANAGER (2017-2020)

Responsibilities included daily oversight over California scheduling, which included 1,300+ employees. Oversaw overtime to ensure company stays financially responsible and routinely checked with scheduling staff on weekends to ensure all shifts were sufficiently filled. Maintained position while in full-time Division Manager role for Irwindale.

DIVISION MANAGER, RIVERSIDE (2013-2019), IRWINDALE (2017-2020)

Responsible for the initial setup and “start-up” of Riverside and Irwindale division operations, ensuring that the both areas met and maintained regulatory compliance requirements operationally and clinically. Managed daily operations and served as the **24-hour contact** for personnel concerns, fleet maintenance, customer service inquiries and requests for new business. Heavily participated in the City of Riverside approval process, granting CARE the ability to provide non-emergency, despite the area’s decade-long “closed-city” policy.

INTERFACILITY OPERATIONS MANAGER, LOS ANGELES COUNTY DIVISION (2008-2012)

Supervised and managed the activities of 300+ field employees. Conducted investigations for customer concerns, vehicle contacts and employee (or patient) accidents and injuries. Completed employee counselings and performance evaluations. Developed sustainable partnerships with local hospitals and nursing facilities which dramatically improved the daily submission/collection rate of time-sensitive billing documents.

24-HR FIRE-SIDE OPERATIONS MANAGER, LOS ANGELES DIVISION (2006-2009)

Supervised and managed the activities of 200+ field employees. Coordinated requests from customers for special event coverage. Assisted field personnel and local fire/police agencies during disaster events and mass casualty incidents. Honored for “**Outstanding Strike Team Leadership**” during the 2007 Malibu fires. Actively participated on the LA County “start-up” team by assisting with operational logistics and the staffing acquisition of more than 200 new employees within a few weeks’ time.

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LEADERSHIP
EXPERIENCE
continued

American Medical Response 1993 - 2006
OPERATIONS MANAGER (2003 - 2006)

Responsible for the implementation of cost-effective ambulance deployment strategies, hiring, training, investigations, general personnel concerns and budget implementation. In 2005, led strike team to Hurricane Katrina relief and rescue. Coordinated with local fire and police agencies in New Orleans to provide relief to disaster area. 2006 "Star of Life" Award Recipient.

OPERATIONS SUPERVISOR (1998 - 2003)

Supervise and manage the activities of over 300+ field employees on a 24-HR shift. Respond to mass casualty incidents and handle field employee issues and concerns. Investigate customers complements/complaints and handle disciplinary actions.

FIELD TRAINING OFFICER (1995 - 1998)

Responsible for the training of newly hired EMT's. Would provide EMT's guidance and instruction of company policies and procedures. Would act as interim supervisor when Operations Supervisors were unavailable.

EMERGENCY MEDICAL TECHNICIAN (1993 - 1998)

Responsible for the training of newly hired EMT's. Would provide EMTs guidance and instruction of company policies and procedures. Would act as interim supervisor when Operations Supervisors were unavailable.

TRAINING &
CERTIFICATIONS

Certified Emergency Medical Technician, State of California	CURRENT
Certified Ambulance Driver, State of California	CURRENT
Medical Examiners Certificate	CURRENT
Certified CPR Instructor, American Heart Association	CURRENT
ICS100, ICS200, ICS30, Homeland Security & National Fire Academy	CURRENT
IS100, IS200, IS230, IS235, IS240, IS241, IS242, IS292, IS700a, IS703, IS800a	CURRENT
Ambulance Strike Team/Medical Task Force Leader Training	CURRENT
Leadership Academy I, II, III	2016-2017
Six Sigma Yellow and Green Belt, Integral Performance Solutions	2014
WMD Technical Emergency Response/Cobra Training & WMD Standardized Awareness Training	2007-2008
Basic Supervisory Practices, Texas A&M University System EMS Leadership	2007
Management Training Certificate, American Ambulance Association	2007
HAZMAT and First Responder Awareness	2006
AMR L.E.A.D University, American Medical Response	2004
MCI Basic Field Operations, American Medical Response	2004

EDUCATION

Bachelor Of Science, Animal Science, California Polytechnic University, Pomona	In Progress
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VOLUNTEER
WORK &
CAUSES

Michelle's Place 2016-Present Volunteer Annually participates in the "Reality Rally" and provides physical and emotional support to those fighting cancer, and their families.	
Feline Underground Network, Barnyard Guardians 2016-Present Volunteer And Animal Caregiver Provides immunizations, wellness care, and neutering support for all feral cats. Clears out area that cats are being sheltered. Assists with home placement, adoption events, enclosure buildouts.	
Trap, Neuter, Return – Riverside 2015-Present Volunteer And Animal Caregiver Community Liaison and Advocate that traps, picks up, and cares for feral cats. Once in our care, we provide the cats with neutering and wellness services, and work to get them adopted once well.	

**FALCK****CHRISTOPHER WILSON****KEY
QUALIFICATIONS**

Christopher Wilson has over 15 years of experience in management, and more than 25 years as an Emergency Medical Technician. He is an organized, efficient, and detail-oriented individual who is able to easily multi-task. A proven leader, Christopher Wilson is skilled at identifying and implementing programs to enhance service quality.

**PROFESSIONAL
EXPERIENCE*****Care Ambulance - Orange & LA Counties, CA 2006 - Present******QUALITY MANAGER******2007 - Present***

- Management of the Quality Management Program.
- Identify quality indicators to be monitored.
- Report quality findings to appropriate internal and external parties.
- Work with the Training Department to identify areas for training based on findings in the quality improvement process.
- Work with all departments (Operations, Communications, Billing) to identify projects that qualify for continuous quality improvement (CQI).
- Perform needs analysis for proposed projects. Make recommendations based on the needs analysis.
- Identify impact the project has on business operations.
- Coordinate the company's Workers Compensation Program with the corporate Risk and Safety Department.
- Infection Control Officer.

TRAINING MANAGER***2006 - 2007***

- Provide direct supervision of 15 Field Training Officers.
- Schedule applicants for pre-employment written test, skills test, and oral interviews.
- Facilitate the classroom environment for new employee orientation.
- Schedule employees and members of outside agencies for state required EMT skills testing and CPR recertification.
- Communicate recommendations for training or concerns to the Employee Development Manager.
- Assist with off site classes such as Law Enforcement First Aid and CPR.

American Medical Response***1989-2006******COMMUNICATION CENTER MANAGER******2003 - 2006***

- ***Supervised 98 employees including 13 supervisors.***
- Responsible for leading and coaching team members using weekly and monthly planning meetings.
- Implemented and developed System Status plans to insure proper ambulance deployment within the company's contracted areas.
- Developed and implemented programs to enhance communications and field operation efficiency by using weekly newsletters and Internet websites.
- Monitored and maintained contractual emergency response compliance using Microsoft Access and ISERA programs.
- Developed and maintained division budget unit hours.
- Managed the scheduling and timekeeping departments, which included 8 employees. Ensured that daily unit hours were staffed and maintained.

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**PROFESSIONAL
EXPERIENCE,**
*continued****American Medical Response, continued***

- Developed and participated in quality improvement activities to ensure a 98% customer service satisfaction. Developed customer service programs to enhance customer satisfaction.
- Maintain competency and enhances professional growth and development through continuing education, conferences, and seminars.
- Participates in programs to enhance company's community image by working with various community groups, school programs and local government.

COMMUNICATION CENTER SUPERVISOR 2000 - 2003

- ***Supervised 15 employees***
- Managed the System Status Management (SSM) activities of assigned shifts.
- Maintained exceptional knowledge of specified service contracts by keeping current on various ordinances and laws concerning the emergency medical services (EMS) field.
- Effectively communicated to employees using newsletters and meetings, and motivates employees using reward systems developed from employee input.
- Serves as a department resource and deals effectively with operational difficulties within the communications center.
- Communicates with employees to effectively bring resolution to departmental issues and provides adequate follow-up.
- Troubleshoot communications center equipment and reported failures to appropriate repair vendors.

EMERGENCY MEDICAL DISPATCHER 1996 - 1999

- ***Supervised 15 employees***
- Responsible for obtaining information from customers regarding ambulance transportation.
- Timely follow-up with customers to ensure a safe, efficient, and timely transportation.
- Determined what type of transport is required for a specific situation.
- Effectively listened to customers and recorded accurate transport information.
- Dealt with employees that had different various personalities.
- Received and documented customer complaints related to transport or billing issues and routed to appropriate personnel for handling.

EMERGENCY MEDICAL TECHNICIAN 1989 - 1996

- Assessed each call situation to determine the best course of action and appropriate protocol.
- Utilized medical equipment to assess patient needs and carry out basic life support functions.
- Developed and utilized triage skills to provide optimal efficiency during calls.
- Assisted paramedic or nurse with the preparation of advanced life support equipment.
- Provided patient care according to clinical protocols and safety requirements.
- Lifted and moved patients as required providing optimum care.
- Communicated with receiving facility to receive medical direction and to provide critical information.
- Communicated with patients and loved ones to provide information and assurance that care was being given and to show compassion.
- First point of contact between customer and company.

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**PROFESSIONAL
EXPERIENCE,**
*continued***Orange County Fire Authority****1989-2003**

The Orange County Fire Authority is a regional fire service agency that serves 22 cities in Orange County and all unincorporated areas. The OCFA protects over 1,300,000 residents from its 60 fire stations located throughout Orange County. OCFA Reserve Firefighters work 21 stations throughout Orange County.

PAID CALL FIREFIGHTER (PCF) STATION CAPTAIN 1995-2003

- **Supervised 25 paid call firefighters**
- Provided valuable service to communities by assisting career firefighters at a variety of emergencies including structure fires, medical emergencies, traffic collision, floods and rescues.
- Maintained fire station records and reports for the Orange County Fire Authority.
- Responded on fire, medical, and other miscellaneous call for the Orange County Fire Authority.

EDUCATION

Rancho Santiago College (1 year)
Fire Science and General Education Classes
University of Phoenix (Currently attending)
Major in Health Care Administration

COMPUTER SKILLS

GEAC Computer Aided Dispatcher Program
Microsoft Outlook, Excel, Access, Word, Internet

CERTIFICATIONS

EMT Certification – Current
Certified Ambulance Privacy Officer -2019
Notary Public 2004 to 2008
National EMS Instructor 2007
California Fire Service Instructor 1A and 1B
California Fire Service ICS-200 and 300
FEMA WMD Standardized Awareness Training AWR-160
FEMA National Response Plan IS-800
FEMA National Incident Management System IS-700
American Ambulance Assoc. Management Training Institute
Community Emergency Response Team Trainer 2007
Emergency Telecommunicator Certified Instructor
Designated Infection Control Officer Training 2017
California Awards for Performance Excellence Examiner Training

**FALCK****C.J. BARTHOLOMEW JR., BSN, RN, CEN, CCRN****PROFESSIONAL
EXPERIENCE**

Care Ambulance, Flack Mobile Health Corps. - Orange & LA Counties, CA Jun 2015 - Present
NURSE MANAGER

**Critical Care Transport & Paramedic Coordinator, Information & Guidance Branch Director:
COVID Response Team, FTO**

Management of transport ventilators, multi-channel infusion pump, cardiac monitoring, pediatric, neonatal, obstetric, higher-level of care and emergency CCT transport capabilities.

Created and implemented CCT and ALS Orientation Programs, worked on national level to create information and guidance to field crews during COVID pandemic, created and implemented COVID testing and vaccine programs and participated in QA/QI and Safety Committees.

ProCare Nursing Registry - Orange & LA Counties, CA Feb 2014 - June 2015
REGISTERED NURSE, EMERGENCY DEPT.

Worked in various Emergency Departments throughout Orange and Los Angeles Counties.

Bowers and Pacific Ambulance (Rural Metro Companies)- Orange & LA Counties, CA
Jan 2010 - Feb 2014
REGISTERED NURSE

Critical Care Transports, Field Training Officer, Skills Educator

Management of transport ventilators, multi-channel infusion pump, cardiac monitoring, pediatric, neonatal, obstetric, higher-level of care and emergency CCT transport capabilities.

Shoreline Ambulance- Huntington Beach, CA Jan 2008 - Jan 2010
REGISTERED NURSE

Critical Care Transports

Management of transport ventilators, multi-channel infusion pump, cardiac monitoring, pediatric, neonatal, obstetric, higher-level of care and emergency CCT transports.

Maintenance of CCT equipment, medication ordering and tracking, assisted with field training of EMT's, created EMT training guide and program for new hire EMT's, performed supervisory role on 911 calls as well as EMT educator.

Summer Winter Action Tours, Costa Mesa, CA Dec 2009 - April 2013
MEDICAL & SAFETY DIRECTOR, Seasonal Student Tour Group

Medical and Safety Director for student tour group providing snowboarding and spring break trips to high school students. Trips would average 1,500-2,000 students of which would be responsible for all aspects of medical and safety care and coordination. Using the NIMS Incident Command System model, managed 35+ medical staff overseeing the medical needs of student travelers while 700 miles away from parents. Seasonal position.

Infusion of Care, Huntington Beach, CA Apr 2008 - present
ASSISTANT CLINICAL DIRECTOR, REGISTERED NURSE

Home Infusion Therapies

Performed home IV-Immunoglobulin (IVIG) and Enzyme Replace Therapy (ERT) infusions to patients with auto-immune or metabolic disorders. Specialized in pediatric and VIP patients.

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**PROFESSIONAL
EXPERIENCE,**
continued

Los Alamitos Medical Center, Los Alamitos, CA

REGISTERED NURSE ER, ICU/CCU, Tele/Med/Surg *July 2006 - July 2008*

EMT Emergency Department Technician, Unit Secretary *Aug 2001 - July 2008*

RN: Precepted on Tele/Med/Surg as IP-RN, upon obtaining RN license precepted in ICU and worked independently prior to being precepted in ER working independently in triage, crash bed and peds bed assignments.

EMT: Splinting, wound care, 12-lead ECG, Code Blue Response Team, stocking and supply inventory.

Performed ordering and inventory of entire ER supplies for three years, MedHost SuperUser, assisted department directors in creating PI graphs for display, participated in Stoke Receiving Center designation process, trained and precepted new EMT's and RN's.

American Medical Response, Los Angeles, CA *Mar 2000 - July 2006*

EMT, Los Angeles Metro South

Basic, Advanced and Critical Care Transport, Pediatric and Neo-Natal Team Transport, 911 Emergency Response in Orange and Los Angeles Counties, special events, MCI responses and drills.

Special Event Team member, Toy-Drive coordinator, "ER" cast member, shared employee amongst 4 divisions, "Adopt-A-Family" participant and volunteer EMT skills instructor with various EMT programs.

**EDUCATION &
CERTIFICATIONS**

Sep 2016	National Disaster Life Support Foundation / Core Disaster Life Support (CDLS)
Aug 2015	American Academy of Pediatrics / Neonatal Resuscitative Program (NRP)
Aug 2015	Federal Emergency Management Agency / Incident Command System (ICS-100)
Aug 2013	Emergency Nurses Association, Las Vegas, NV / Trauma Nurse Core Course (TNCC)
Sep 2011	University of Phoenix, Costa Mesa, CA Bachelor's of Science in Nursing GPA 3.53
Mar 2010	UCLA Center for Prehospital Care / Pre-Hospital Trauma Life Support (PHTLS)
Sep 2008	American Heart Association, Heart Savors, Torrance, CA / Basic Life Support Instructor Course
Aug 2006	Mission Ambulance Service / ACLS Instructor Course
Aug 2007	ER Stat, Los Alamitos Medical Center, Los Alamitos, CA / Emergency Nursing Course
Jun 2007	ER Stat, Los Alamitos Medical Center, Los Alamitos, CA / Critical Care Nursing Course
May 2006	Golden West College, Huntington Beach, CA Associate's Degree in Nursing
Aug 2001	Los Alamitos Medical Center / Intermediate ECG
Jul 2008	Los Alamitos Medical Center / ESI Triage
Jun 2001	Coastline ROP, Costa Mesa, CA / Medical Terminology
Feb 2000	Coastline ROP, Costa Mesa, CA / Emergency Medical Technician

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AWARDS

Feb 2000	Coastline ROP, Costa Mesa, CA / Emergency Medical Technician
Apr 2006	California Ambulance Association, Sacramento, CA / EMS "Star-of-Life" Award
Apr 2006	California State Legislature, Sacramento, CA / Certificate of Recognition
Aug 2005	American Medical Response, Orange County, CA / "Act of Heroism" and "Act of Excellence" Award
Jun 2005	American Medical Response, Los Angeles County, CA / Service Excellence Award
Aug 2001 thru Jul 2008	Los Alamitos Medical Center, Los Alamitos, CA / "Going The Extra Mile" Awards (3)

PROFESSIONAL ASSOCIATIONS

Jan 2017	Emergency Nurses Association (ENA)
Dec 2017	Air & Surface Transport Nurses Association (ASTNA)
Mar 2019	American Association of Critical Care Nurses (AACN)

CONFERENCES & SPECIAL TRAINING

Mar 2019	American Association of Critical Care Nurses	<i>Certified Critical Care Registered Nurse</i>
Oct 2018	Mission Regional Hospital	<i>Mission Trauma Symposium</i>
Oct 2018	Riverside County Fire Department	<i>Emergency Resilience for EMS Providers</i>
Oct 2018	REACH Air Medical Services	<i>Emergency Medicine & Critical Care Symposium</i>
Sep 2018	Orange County Fire Authority	<i>Vegas Strong: Route 91 After Action Review</i>
Aug 2018	Orange County Base Hospital Coordinators	<i>NO FEAR: Wilderness Medicine</i>
Sep 2018	Mercy Air Medical Services	<i>Critical Care Transport Medicine Symposium</i>
Feb 2018	Orange County Base Hospital Coordinators	<i>NO FEAR: Disaster Management</i>
Jul 2017	Orange County Base Hospital Coordinators	<i>NO FEAR: Life in the ER</i>
Mar 2017	Emergency Nurses Association	<i>Certified Emergency Nurse Certification</i>
Aug 2015	Orange County Base Hospital Coordinators	<i>NO FEAR: Pregnancy to Premie</i>
Aug 2015	Care Ambulance Service	<i>EMS Update 2015</i>
Feb 2015	Orange County Base Hospital Coordinators	<i>NO FEAR: Bugs & Slugs (Infectious Disease)</i>
Sep 2014	Orange County Base Hospital Coordinators	<i>NO FEAR: Stroke</i>
May 2014	Orange County Base Hospital Coordinators	<i>NO FEAR: Pediatric</i>
Feb 2014	Orange County Base Hospital Coordinators	<i>NO FEAR: Cardiac</i>
Dec 2011	Bowers and Pacific Ambulance	<i>Transport of the High Risk OB Patient</i>
Jan 2011	Bowers and Pacific Ambulance	<i>Advance Practice for Invasive Line Monitoring</i>
Jan 2011	Bowers and Pacific Ambulance	<i>Considerations for Ventilator/Bi-Level CCT</i>

VOLUNTEER EXPERIENCES

1995-1998	Orange County Fire Authority Explorer Post 9608	<i>Fire Explorer</i> Experience: Fire Explorer Academy, Ride-A-Longs, Explorer Post Secretary
1996-1999	Westminster Police Department Explorer Post 810	<i>Police Explorer, Sergeant</i> Experience: Police Explorer Academy (2), Special Events, Ride-A-Longs, Communications Center Operations



ATTACHMENT 10

Emergency Vehicle Operator Training Program

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



Emergency Vehicle Operator Training Program

Falck's comprehensive in-house emergency vehicle driver program includes the Emergency Vehicle Operator Course National Standard Curriculum and Coaching the Emergency Vehicle Operator courses. These programs provide comprehensive classroom instruction, competency field training and evaluation for new and existing drivers. Falck's program verifies proficiency in concepts associated with emergency vehicle driving, as well as the practical application of that knowledge.

The program meets or exceeds performance standards established for the ambulance industry by the National Highway Traffic Safety Administration,

Department of Transportation (NHTSA DOT), the National Commission on the Accreditation of Ambulance Services (CAAS), the California State Department of Motor Vehicles and the California Highway Patrol. Components of the program are described below.



Falck's driver trainees must demonstrate competence in the classroom, on a closed-cone course and on the road prior to being released to work in the EMS System.

Pre-Employment Driver Screening

Falck's risk management approach to safe vehicle operation begins with extensive new-hire screening practices to recruit high-caliber personnel. Falck requires all field-level personnel to possess a valid California driver's license, with all required certifications, and to remain compliant with all provisions of the California Vehicle Code. The company performs an extensive background check of all ambulance crew applicants and ensures that no ambulance drivers have been convicted of or have pled nolo contendere to any crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, or fraud, misdemeanor or felony driving under the influence of alcohol or drugs.

Three-Phased Driver Training Program

The comprehensive driver training program is taught in three-phases and incorporates: classroom instruction (Phase 1), practice on a closed-cone course (Phase 2), and a supervised, on-the-road practical experience (Phase 3). Students are required to complete a minimum of 56 hours of driving instruction; however, this time may be extended if the instructor determines more experience or training is necessary before the trainee is deemed ready to safely operate an emergency ambulance.



- **Phase 1 – Classroom Instruction**

Phase 1 consists of 8 hours of class instruction and covers the basic components of driving and emergency vehicle operations. The driver trainee learns low force driving techniques, vehicle dynamics, vehicle code law, due regard and Falck's policies and procedures related to ambulance operations. Specific topics covered in Phase 1 include: backing, lane changes, intersection and skid control, special awareness, following distances, fatigue recognition, on-scene vehicle placement, daily crew responsibilities and operator liabilities. The classroom session includes case-study reviews of actual emergency vehicle collisions and actions that could have been taken to avoid those collisions. The final component of the classroom experience is a 50-question written exam. Exams are submitted to the National Safety Council for independent grading.

- **Phase 2 – Closed Cone Course**

Upon successful completion of Phase 1, the driver trainee moves to Phase 2, the Closed Cone Course. The Closed Cone Course is conducted under the watchful eyes of Falck's certified driving instructors. The course consists of 8 hours of practice, where trainees hone their driving skills in a controlled environment. During the cone course, trainees are required to demonstrate their ability to safely perform the following actions: safely drive their ambulance through a series of obstacles such as diminishing lanes, backing, evasive maneuvers, forward and reverse serpentine, controlled braking and turning movements. Trainees are scored on their control of the vehicle and must achieve 100% accuracy before proceeding to the next phase.

- **Phase 3 – Supervised Practical Road Experience**

Driver trainees must successfully complete both Phase 1 and Phase 2 of Falck's driver training program before being assigned to work with a Field Training Officer (FTO) in our behind-the-wheel driving experience. Phase 3 includes 40 hours of supervised practical road experience in which the trainee is paired with an FTO who continues to coach the trainee on an as-needed basis. This behind-the-wheel experience allows trainees to practice their driving skills in California's unique driving environment, enhancing their ability to understand local traffic patterns, road and weather conditions and the reaction of other drivers to emergency vehicles.

Driver Training Remediation

Driver performance is continually assessed and monitored to ensure safe driving practices and skills maintenance. While Falck's Driver Training Program consists of a minimum of 56 hours of instructor-led education, individual remedial training may be extended for those who have difficulty mastering a section of the program. If they are still unsuccessful, they will be removed from the program and returned to operations as an ambulance attendant.



Map Reading Skills

Fast and accurate map reading skills are essential to any timely ambulance response. Onboard mapping/routing will be provided via the ambulance's mobile data computer (MDC) and through the integrated CAD system.

While mapping technology is vital to providing fast and routine routing to 911 calls, the possibility for unexpected failure does exist. As a contingency plan, we spend a great deal of training time dedicated to map reading skills—specifically navigating to locations using an “old-school” Thomas Brothers map and district maps created for each individual jurisdiction. New-hire trainees learn how to locate key area landmarks and specific routes to area hospitals using the familiar Thomas Brothers mapping grid system of rows and columns. They also listen to a training lecture and then participate in several written exercises to verify their mapping skills.



ATTACHMENT 11

Communications Equipment Specifications

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



APX 8500

ALL-BAND P25 MOBILE RADIO



UNLIMITED MOBILITY. MAXIMUM CONNECTIVITY.

Your next incident doesn't care about frequencies and neither should your first responders. Give them the communication tools to stay connected and stay safe wherever the call takes them. Give them the APX 8500 all-band mobile radio.

The APX 8500 radio enables you to exchange critical voice and data seamlessly with multiple agencies and jurisdictions operating on different radio bands. The available high-power transmitter gives you extraordinary P25 range while the integrated Wi-Fi or tethered

in-vehicle broadband modem can extend communication beyond P25 radio service areas. Offload data to a broadband connection and create a data ecosystem in and around your vehicle. Or, use your broadband connection to send and receive P25 voice and data when outside of P25 coverage. And when your vehicle sustains a high impact, the radio can automatically send an alert to dispatch.

Stay connected and stay safe in more ways than ever with the all-band APX 8500 mobile radio.





ALL BANDS. NO BOUNDARIES.

With a 4-in-1 mobile radio and an all-band antenna, you now have the ability to stay connected and expand communications across multiple agencies with one device. Extend your reach further with an available high-power transmitter and communicate with widely dispersed teams across different bands.



VOICE AND DATA, ALL AT ONCE

Packed with all the connections you need, the APX 8500 keeps your team in touch and within reach of over-the-air updates. Receive new codeplugs, firmware updates and software features at the speed of Wi-Fi— without interruptions to voice communications.



GET CONNECTED AND STAY CONNECTED

When the mission takes you out of range, you risk being left in the dark. The APX 8500, equipped with SmartConnect, can reroute P25 voice and data communication over broadband via built-in Wi-Fi or a tethered LTE/satellite router. Stay connected to your P25 radio system, even when outside of P25 coverage.



RF antenna port

GPS

Wi-Fi

Accessory connector

DC power



FAST INFORMATION RETRIEVAL

Running routine database queries doesn't need to slow you down. Simply press a button on the keypad microphone and ask ViQi for the information you need. Keep your eyes on the situation and free up dispatchers to focus on more critical events. Move intelligence faster than ever with ViQi.



KEEP VOICE AND DATA PROTECTED

The APX 8500 secures voice and data using multiple hardware encryption algorithms and the ability to rekey over the air, so it's protected from scanners and eavesdroppers. What's more, P25 Radio Authentication ensures only valid users can access the system while the available two-factor authentication secures database logins.



ALL THE SUPPORT YOU NEED

Motorola Solutions offers three levels of service plans – Essential, Advanced and Premier. From simple support for technical troubleshooting to a complete transfer of optimization and maintenance services to Motorola Solutions, you choose the level of support that suits you best.

02 CONTROL HEAD

EXTREME USABILITY

The 02 control head provides rugged simplicity for efficient and confident communication. Extreme controls with easy to read color display and a built-in 7.5 watt speaker provides clear visual and audible user experiences. Available in high impact green or black.



03 HANDHELD CONTROL HEAD

HANDHELD FLEXIBILITY

The 03 corded control head fits all your mobile controls in your hand. With the 03 your radio controls are never out of reach.



APX 8500 CONTROL HEADS*

Dedicated volume and channel knobs for quick control



Full color display with night mode and intelligent lighting

Multi-function channel / volume knob



E5 CONTROL HEAD

UNMATCHED READABILITY. OPTIMIZED USABILITY.

A bright color display and intelligent lighting makes the E5 easy to read under any condition while the optimized tactility and button placement reduces inadvertent actuations.

07 CONTROL HEAD

INTEGRATED MULTI-FUNCTIONALITY

The 07 is a sophisticated control head with a color display and built-in keypad. It can integrate your radio vehicle control into a single ergonomic interface and supports dual radio installations.

FEATURES

OPERATION MODES

Digital Trunking: 9600 Baud APCO P25 Phase 1 FDMA and Phase 2 TDMA

Digital Conventional: APCO 25

Analog Trunking: 3600 Baud SmartNet, SmartZone, Omnilink

Analog Conventional: MDC 1200

ASTRO® 25 Integrated Voice and Data

SmartConnect Multi-net Connectivity*

FREQUENCY BANDS

All-band: Simultaneous Operation in VHF, UHF Range 1, UHF Range 2, 700 and 800 MHz Bands

100 Watt High-Power available in VHF and UHF Range 1 bands (High-Power model only)

Up to 3,000 Channels

ADDITIONAL CONNECTIVITY

Wi-Fi 802.11 b/g/n*

Data Modem Tethering*

SmartConnect*

MANAGEMENT

Radio Management

Customer Programming Software

LOCATION-TRACKING

Integrated GPS/GLONASS for Outdoor Location Tracking

Mission-Critical Geofence*

SECURITY

256-bit AES, ADP, DES, DVP*

FIPS 140-2 Level 3, FIPS 197

P25 Authentication*

Multikey for 128 keys and Multi-algorithm*

Over-The-Air-Rekeying (OTAR)*

USER INTERFACE

07 Multi Functional Control Head

E5 Enhanced Control Head

03 Handheld Control Head

02 Extreme Usability Control Head

Supports the discontinued 09 Control Head and the 05 Control Head

OTHER FEATURES

Intelligent Priority Scan

Instant Recall

Impact Detection*

Intelligent Lighting

Tactical Inhibit*

Digital Tone Signaling*

12 Character RFID Asset Tracking*

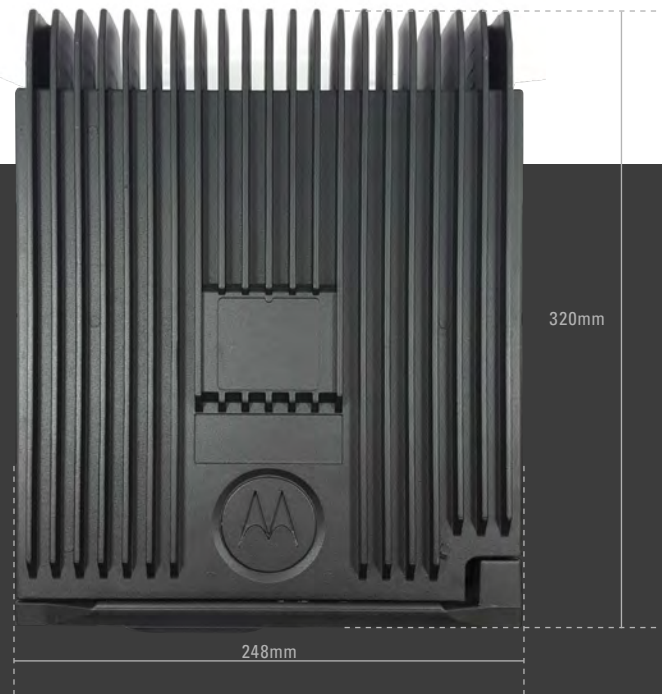
ViQi Virtual Partner*





DIMENSIONS AND WEIGHT

	Dimensions (H x W x D)	Weight
O7 Control Head - Remote Mount	51 x 178 x 81 mm (2.0 x 7.0 x 3.2 in)	-
E5 Control Head - Remote Mount	51 x 178 x 79 mm (2.0 x 7.0 x 3.1 in)	-
O5 Control Head - Remote Mount	51 x 178 x 74 mm (2.0 x 7.0 x 2.9 in)	-
O2 Control Head - Remote Mount	68 x 206 x 96 mm (2.7 x 8.1 x 3.8 in)	-
Mid Power Radio Transceiver and O7 Control Head - Dash Mount	51 x 178 x 256 mm (2.0 x 7.0 x 10.1 in)	3.1 kg (6.8 lbs)
Mid Power Radio Transceiver and E5 Control Head - Dash Mount	51 x 178 x 255 mm (2.0 x 7.0 x 10.0 in)	3.1 kg (6.8 lbs)
Mid Power Radio Transceiver and O5 Control Head - Dash Mount	51 x 178 x 250 mm (2.0 x 7.0 x 9.8 in)	3.1 kg (6.8 lbs)
Mid Power Radio Transceiver and O2 Control Head - Dash Mount	68 x 206 x 271 mm (2.7 x 8.1 x 10.7 in)	3.3 kg (7.23 lbs)
Mid Power Radio Transceiver and Remote Mount	51 x 178 x 232 mm (2.0 x 7.0 x 9.1 in)	2.9 kg (6.4 lbs)
High Power Radio Transceiver and Remote Mount	88 x 248 x 320 mm (3.4 x 9.7 x 12.6 in)	8.0 kg (17.6 lbs)



APX 8500 High-Power Model Shown

PERFORMANCE AND REGULATORY

TRANSMITTER- TYPICAL PERFORMANCE SPECIFICATIONS										
	VHF		UHF R1		UHF R2		700 MHz		800 MHz	
Frequency Range Band Splits	136-174 MHz		380-470 MHz		450-520 MHz		764-776, 794-806 MHz 806-825, 851-870 MHz		764-776, 794-806 MHz 806-825, 851-870 MHz	
Channel Spacing	30/25/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Rated RF Output Power ¹ (Adjustable)	1-50 W (Mid Power) 1-100 W (High Power)		1-40 W (Mid Power) 1-100 W (High Power)		1-45 W (450-485 MHz) 1-40 W (485-512 MHz) 1-25 W (512-520 MHz)		1-30 W		1-35 W	
Frequency Stability ¹ (-30°C to +85°C; +25°C Ref.)	±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Modulation Limiting	±5/±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±5/±4 (NPSPAC) / ±2.5 kHz	
Modulation Fidelity (C4FM) 12.5 kHz Digital Channel	1.10%		1.10%		1.10%		1.10%		1.10%	
Emissions ¹	Conducted -85 dBc	Radiated -20 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -75/-85 dBc	Radiated -20/-40 dBm	Conducted -75 dBc	Radiated -20 dBm
Audio Response ¹	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise ¹ (25 kHz / 12.5 kHz)	53 dB/ 52 dB		53 dB/ 50 dB		53 dB/ 50 dB		50 dB/ 48 dB		50 dB/ 48 dB	
Audio Distortion ¹ (25 & 20 kHz / 12.5 kHz)	0.50% / 0.50%		0.50% / 0.50%		0.50% / 0.50%		0.50% / 0.50%		0.50% / 0.50%	

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS										
	VHF		UHF R1		UHF R2		700 MHz		800 MHz	
Frequency Range Band Splits	136-174 MHz		380-470 MHz		450-520 MHz		764-776 MHz	799-806 MHz	851-870 MHz	
Channel Spacing	30/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz	
Minimum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power 3% distortion, 8/3.2 Ohm speakers	7.5 W/15 W		7.5 W/15 W		7.5 W/15 W		7.5 W/15 W		7.5 W/15 W	
Frequency Stability ¹ (-30 °C to +85 °C; +25 °C Ref.)	±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Analog Sensitivity ¹ (12 dB SINAD)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	-121 dBm (0.199 µV)	-120 dBm (0.224 µV)	-121 dBm (0.199 µV)	
Digital Sensitivity (5% BER)	-123 dBm (0.158 µV)	-119 dBm (0.251 µV)	-123 dBm (0.158 µV)	-119 dBm (0.251 µV)	-123 dBm (0.158 µV)	-119 dBm (0.251 µV)	-123 dBm (0.158 µV)	-120 dBm (0.224 µV)	-121.5 dBm (0.188 µV)	
Intermodulation Rejection (12.5 kHz / 25 kHz)	Pre-Amp 84 dB / 85 dB	Standard 86 dB / 96 dB	Pre-Amp 82 dB / 83 dB	Standard 86 dB / 86 dB	Pre-Amp 82 dB / 83 dB	Standard 86 dB / 86 dB	85 dB / 85 dB		85 dB / 85 d	
Spurious Rejection	90 dB		90 dB		90 dB		100 dB		100 dB	
Audio Response ¹	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
Audio Distortion at rated ¹	1.20%		1.20%		1.20%		1.20%		1.20%	
Selectivity ¹ (12.5 kHz / 25 kHz / 30 kHz)	76 dB 87 dB 90 dB		76 dB 82 dB -		76 dB 82 dB -		72 dB 82.5 dB -		72 dB 82.5 dB -	

POWER AND BATTERY DRAIN					
	VHF	UHF R1	UHF R2	700 MHz	800 MHz
Frequency Range Band Splits	136-174 MHz	380-470 MHz	450-520 MHz	764-775, 794-806 MHz	806-825, 851-870 MHz
RF Power Output	1-50 W (mid-power) 1-100 W (high-power)	10-40 W (mid-power) 1-100 W (high-power)	1-45 W (450-485 MHz) 1-40 W (485-512 MHz) 1-25 W (512-520 MHz)	1-33 W	1-35 W
Operation	13.8 V DC ±20% Negative Ground	13.8 V DC ±20% Negative Ground	13.8 V DC ±20% Negative Ground	13.8 V DC ±20% Negative Ground	13.8 V DC ±20% Negative Ground
Standby at 13.8 V	1.4 A	1.4 A	1.4 A	1.4 A	1.4 A
Receive Current at Radio Audio at 13.8 V	3.2 A	3.2 A	3.2 A	3.2 A	3.2 A
Transmit Current at Rated Power (mid-power)	8 A @ 15 W 15 A @ 50 W	8 A @ 15 W 15 A @ 40 W	8 A @ 15 W 13 A @ 45 W	8 A @ 15 W 13 A @ 33 W	8 A @ 15 W 13 A @ 33 W
Transmit Current at Rated Power (high-power)	8 A @ 15 W 30 A @ 100 W	8 A @ 15 W 30 A @ 100 W	-	-	-

LOCATION - TRACKING

Channels	12
Tracking Sensitivity	-164 dBm
Accuracy ²	<5 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GNSS or SBAS

FCC/IC TYPE ACCEPTANCE

FCC/IC ID	Band and Power Level
FCC ID: AZ492FT7089 IC ID: 109U-92FT7089	764-776 MHz (10-30 W)
	794-806 MHz (10-30 W)
	806-824 MHz (10-35 W)
	851-870 MHz (10-35 W)
	136-174 MHz (10-50 W)
	380-470 MHz (10-40 W)
	450-485 MHz (10-45 W)
	485-512 MHz (10-40 W)
	512-520 MHz (10-25 W)
FCC ID: AZ492FT7118 IC: N/A	136-174 MHz (1-100 W)
	380-470 MHz (1-100 W)

¹ Measured in the analog mode per TIA / EIA 603 single-tone method under nominal conditions
² Measured conductivity with >6 satellites visible at a nominal -130 dBm signal strength.

ENCRYPTION

Supported Encryption Algorithms	256-bit AES, ADP, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3, FIPS 197

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C/+60°C
Storage Temperature	-40°C/+85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water & Dust Intrusion	IP56





MOBILE MILITARY STANDARDS 810, C, D, E, F & G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	I/II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I Proc	503.2	1/A1C3	503.3	1/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	I Proc	507.5	II/Aggravated
Salt Fog	509.1	I Proc	509.2	I Proc	509.3	I Proc	509.4	I Proc	509.5	I Proc
Blowing Dust	510.1	I	510.2	I, II	510.3	I, II	510.4	I, II	510.5	I, II
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI

For more information, please visit us on the web at: www.motorolasolutions.com/APX



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NEXEDGE®

NX-740HV/840HU

NEXEDGE VHF/UHF Digital & FM Mobile Radios

NXDN™ FleetSync®
by KENWOOD

It's true that analog radios are still playing a role in mobile communications. But the future is unquestionably digital, and the new NEXEDGE NX-740HV/840HU demonstrates why, offering increased effective coverage area, low noise for superior clarity, and inherent secured voice. As you would expect from KENWOOD, intuitive operation, high-powered performance, and round-the-clock reliability come as standard. But there's more. This mobile radio has a dual personality: it operates in both analog FM and NXDN digital modes, enabling smooth migration from legacy systems.

NXDN DIGITAL AIR INTERFACE

NEXEDGE radios employ NXDN, an FDMA digital air interface with AMBE+2™ voice coding technology, unique filtering and a 4-level FSK modulation technique with low bit error rate (BER) even at weak RF signal strengths.

ENHANCED AUDIO QUALITY

AMBE+2 VOCODER technology accurately replicates natural human speech nuances for superior voice quality, even at highway speeds. Additionally, the powerful 2-1/4"x 1-3/8" oval speaker delivers up to 4W (4Ω impedance) audio output, providing undeniably clearer and crisper audio.

ULTIMATE PERFORMANCE

Maximum RF output power is 50W on the NX-740HV VHF model, 45W on the NX-840HU UHF model. Additionally, the UHF frequency coverage on the NX-840HU is 70 MHz.

HIGH SECURITY

Confidentiality in radio communications is a KENWOOD priority, and helping to maintain a high level of security in analog mode is a 16-code voice inversion scrambler, while robust NXDN encryption is available in digital mode.

32 CHANNELS / 2 ZONES

This radio can be used with two conventional zones, offering up to 16 channels per zone.

SWITCHABLE DIGITAL AND ANALOG DUAL MODES

The NX-740HV/840HU is effectively two radios in one – analog and digital – operating on 12.5/ 25* kHz in analog zones, and on 6.25/12.5 kHz NXDN in digital zones. For convenience, a PF key can be used to switch between zones.

*25 kHz is not included in the models sold in the USA or US territories.

6.25 & 12.5 kHz NXDN DIGITAL CHANNELS

Digital communications are more spectrum-efficient and offer wider area coverage than analog.

NXDN DIGITAL CONVENTIONAL

Compatible with NEXEDGE Digital Conventional Mode, this radio offers 64 RAN (Radio Access Numbers) and individual & conference group calling to ensure expeditious communications.

NXDN TYPE-D DIGITAL TRUNKING*

The NX-740HV/840HU supports the NXDN Type-D digital trunking protocol.* With this architecture, also known as distributed or decentralized trunking, all channels can operate as traffic channels without the need for a dedicated control channel. This makes it possible to develop an efficient and reliable yet affordable trunking system. Type-D trunking is thus suitable for users considering migration to a small-scale digital trunking system.

*Requires activation

GPS FEATURE

Connecting a GPS unit to the NX-740HV/840HU enables you to transmit accurate vehicle location (GPS) data to the central base station for fleet management purpose.

EXTERNAL D-SUB 15-PIN INTERFACE

The radio's D-Sub 15-pin terminal can be used to connect peripherals, enabling Ignition Sense, External Switch, Horn Alert, etc. Molex interface compatibility is provided by the optional KCT-60 cable.

OTHER FEATURES

DIGITAL: • Over-The-Air Alias (TX only) • Paging Call • Individual Call & Conference Group Call • Status Messaging • Remote Monitor • Site Roaming • Late Entry • NXDN ESN
ANALOG: • FleetSync, MDC-1200, DTMF • QT/DQT/2-tone • Compander • Squelch Level
GENERAL: • Multiple Scan • 4-Color LED (Blue / Red / Green / Orange) • 9 PF Keys • Voice Announcement (select a language from English, Spanish, French, or Russian) • Emergency Call • Remote Stun/Kill • Lone Worker Alert • Time Out Timer • Busy Channel Lockout • Horn Alert • Ignition Sense • Wired Cloning • Password Protection • PTT Release Tone • Minimum Volume • Mic Sense • MIL-STD-810 C/D/E/F/G • IP54 Water & Dust Intrusion



OPTIONAL ACCESSORIES

KMC-27A Microphone		KMC-35 Microphone		KCT-18 Ignition Sense Cable		KPS-10A DC Power Supply	
KMC-27B Microphone		KMC-36 Keypad Microphone		KCT-36 Extension Cable		KPS-15 DC Power Supply	
KMC-28B Keypad Microphone		KMC-9C Base Microphone		KCT-60 Connection Cable		KMB-24 Mounting Case for KPS-15	
KMC-30 Microphone		KES-3 External Speaker		KLF-2 Line Filter			
KMC-32 Keypad Microphone		KES-5 External Speaker		KMB-10 Key Lock Adapter			

All accessories and options may not be available in all markets.
Contact an authorized KENWOOD dealer for details and complete list of all accessories and options.

SPECIFICATIONS

		NX-740HV	NX-840HU
GENERAL			
Frequency Range		136-174 MHz	450-520 MHz
Number of Channels		Max. 32	
Number of Zones		2	
Max. Channels per Zone		16	
Channel Spacing	Analog	12.5/25 kHz	
	Digital	6.25/12.5 kHz	
Operating Voltage		13.6V DC $\pm$ 15 %	
Operating Temperature Range		-22 °F ~ +140 °F (-30 °C ~ +60 °C)	
Frequency Stability		$\pm$ 2.0 ppm	$\pm$ 1.0 ppm
Antenna Impedance		50 Ω	
Dimensions (W x H x D)	Projections Not Included	6.29 x 1.69 x 4.82 in (160 x 43 x 122.6 mm)	
Weight (net)	Radio only	2.42 lbs (1.10 kg)	
FCC ID		K44452600	K44452700

		NX-740HV	NX-840HU
RECEIVER			
Sensitivity	Digital @ 6.25 kHz (3 % BER)	0.28 μV	
	Digital @ 12.5 kHz (3 % BER)	0.28 μV	
	Analog (12 dB SINAD)	0.28 μV	
Selectivity	Analog @ 12.5 kHz	65 dB	
	Analog @ 25 kHz	75 dB	
Intermodulation	Analog	70 dB	
Spurious Response	Analog	75 dB	
Audio Distortion		Less than 5 %	
Audio Output		4W / 4Ω	
TRANSMITTER			
RF Power Output		50-5 W	45-5 W
Spurious Response		70 dB	
FM Hum & Noise	Analog @ 12.5 kHz	40 dB	
	Analog @ 25 kHz	45 dB	
Audio Distortion		Less than 5 %	
Modulation		16K0F3E, 11K0F3E, 4K00F1E, 4K00F1D, 4K00F7W, 4K00F2D, 8K30F1E, 8K30F1D, 8K30F7W	

*Ver. 2.0 models are compatible with Analog 25 kHz and Digital 12.5 kHz Channel Spacing. However, Analog 25 kHz is not included in the models sold in the USA or US territories.
Measurements made per CAI measurement procedures (digital) and TIA-603 (analog); specification are typical.
Details and timing of firmware and software updates are subject to change without notice.
Specifications are subject change without notice, due to advancements in technology.

FleetSync® is a registered trademark of JVC KENWOOD Corporation.
Windows® is a registered trademark of Microsoft Corporation in the United States and other countries.
AMBE+2™ is a trademark of Digital Voice Systems Inc.
NXDN™ is a trademark of JVC KENWOOD Corporation and Icom Inc.
NEXEDGE® is a registered trademark of JVC KENWOOD Corporation.

APPLICABLE MIL-STD & IP

MIL Standard	MIL 810C Methods/Procedures	MIL 810D Methods/Procedures	MIL 810E Methods/Procedures	MIL 810F Methods/Procedures	MIL 810G Methods/Procedures
Low Pressure	500.1/Procedure I	500.2/Procedure I, II	500.3/Procedure I, II	500.4/Procedure I, II	500.5/Procedure I, II
High Temperature	501.1/Procedure I, II	501.2/Procedure I, II	501.3/Procedure I, II	501.4/Procedure I, II	501.5/Procedure I, II
Low Temperature	502.1/Procedure I	502.2/Procedure I, II	502.3/Procedure I, II	502.4/Procedure I, II	502.5/Procedure I, II
Temperature Shock	503.1/Procedure I	503.2/Procedure I	503.3/Procedure I	503.4/Procedure I, II	503.5/Procedure I
Solar Radiation	505.1/Procedure I	505.2/Procedure I	505.3/Procedure I	505.4/Procedure I	505.5/Procedure I
Rain*	506.1/Procedure I, II	506.2/Procedure I, II	506.3/Procedure I, II	506.4/Procedure I, III	506.5/Procedure I, III
Humidity	507.1/Procedure I, II	507.2/Procedure II, III	507.3/Procedure II, III	507.4	507.5/Procedure II
Salt Fog*	509.1/Procedure I	509.2/Procedure I	509.3/Procedure I	509.4	509.5
Dust*	510.1/Procedure I	510.2/Procedure I	510.3/Procedure I	510.4/Procedure I, III	510.5/Procedure I
Vibration	514.2/Procedure VIII, X	514.3/Procedure I	514.4/Procedure I	514.5/Procedure I	514.6/Procedure I cat. 20
Shock	516.2/Procedure I, II, III, V	516.3/Procedure I, IV, V	516.4/Procedure I, IV, V	516.5/Procedure I, IV, V	516.6/Procedure I, IV, V
International Protection Standard					
Dust & Water Protection	IP54*				

* Required conditions: Microphone (KMC-35 or KMC-36) is connected; Cap shall be installed on the speaker connector; Cover shall be installed at D-sub connector (15pin); and KCT cable and/or SP cable are not connected.

ACCESSORIES INCLUDED

- KMC-35 Microphone
- DC Cable
- Fuse
- Set of Screws
- Mic. Hanger
- Bracket

Supplied accessories may vary depending on the market.

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Communications Systems Business Unit
JVC KENWOOD Corporation

NX-5200/5300/5400



NXDN®

**NEXEDGE® VHF/UHF / 700-800MHz
MULTI-PROTOCOL DIGITAL & ANALOG PORTABLE RADIOS**

NEXEDGE® Bluetooth® **FleetSync®** by KENWOOD

● FEATURE HIGHLIGHTS

- **Multi-Protocol** operation in P25 (Phase I&II), NXDN® and Analog protocols
- **Mixed Digital & FM Analog Operation** allows intelligent migration in mixed sites and easy migration with digital radios in other sites
- **Large, Color 1.74" (240 x 180 pixels) Transflective TFT Display** for better interface even in direct sunlight and with use of polarized sunglasses
- **Easy to follow GUI** for at-a-glance operational status checking and Multi-line Text to convey more information
- **4-way Directional-pad (D-pad)** and **2-Position Lever Switch** for intuitive control and operation
- **Built-In GPS Receiver/Antenna** for effective fleet management
- **Bluetooth® Module built-in** for hands-free operation
- **Active Noise Reduction (ANR)** utilizing built-in DSP with two microphones for suppression of ambient noise
- **Renowned KENWOOD Digital Audio Quality**
- Built-in **56-bit DES Encryption**
- Optional **256-bit AES Encryption**
- **Built-in Motion Sensor** for life-critical man down detection
- **MicroSD/microSDHC Memory Card Slot** for increased memory capacity for "Voice & Data"
- **IP67/68** and **MIL-STD-810 C/D/E/F/G**

● GENERAL FEATURES

- 5 W (136-174 MHz) Models
- 5 W (380-470, 450-520 MHz) Models
- 3 W (700/800 MHz) Models
- Full Key Models (w/ numeric keypad) and Standard Key Models (w/o numeric keypad)
- Maximum of 4,000 CH/Radio capacity, 512 CH/Zone, 128 Zones
- 1 W Loud Speaker Audio

● DIGITAL – P25 MODE

- P25 Conventional Trunking (Phase 1/Phase 2) Protocol
- AMBE+2™ Enhanced Vocoder
- Talk Group ID Lists
- Individual ID Lists
- Caller ID Display
- Remote Monitor/Remote Check
- Radio Inhibit

- Encryption Key Zeroize & Retention
- P25 GPS Location
- Over-the-Air Programming²

● DIGITAL – NXDN® MODE

- NXDN® Conventional/Trunking Protocol¹
- AMBE+2™ VOCODER
- 6.25 & 12.5 kHz Channels
- Over-the-Air Alias
- Over-the-Air Programming²
- Paging Call
- Emergency Call
- All Group Call
- Status Messaging³
- Remote Stun/Kill³
- Remote Check³
- Short & Long Data Messages³
- GPS Location
- NXDN® Digital Scrambler Included

● FM MODES – GENERAL

- Conventional & LTR Zones
- NPSPAC (USA only) Channels (±4.0 Modulation)
- FleetSync®/II: PTT ID ANI / Caller ID Display, Selective Group Call, Emergency Status / Text Messages
- MDC-1200: PTT ID ANI / Caller ID Display, Emergency, Radio Check / Inhibit
- QT / DQT & Two-Tone
- Built-in Voice Inversion Scrambler

● INTELLIGENT BATTERY SYSTEM (Option)

- System consists of the optional high-capacity Li-Ion Battery Series (KNB-L1/L2/L3), Rapid Charger (KSC-Y32), and Battery Reader (KAS-12) software
- Up to 30 Rapid Chargers can be chain-connected to a PC installed with the KAS-12
- KAS-12 Battery Reader software can display and manage information including battery type, model name, voltage, temperature, discharge cycle, expected life, and remaining capacity
- Up to 1,000 batteries can be managed at a time (requires an additional option)

¹ Only supports TYPE-C Protocol

² Requires KENWOOD OTAP Management software.

³ Requires NX subscriber unit PC serial interface compatible software application (e.g. KENWOOD AVL & Dispatch Messaging software) or hardware (e.g. console).



Options

■ KNB-L1/L2/L3

Li-ion Battery Pack
(IP67/68 Immersion)



■ KSC-Y32

Rapid Charger



■ KSC-32/32S

Rapid Charger



■ KSC-326/326S

Rapid Charger



■ KAS-12

Battery Reader
(PC Software)

■ KRA-26

VHF Helical Antenna
(Standard Length)



■ KRA-27

UHF Whip Antenna
(Standard Length)



■ KRA-32

700/800MHz Whip Antenna



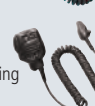
■ KMC-41D

Speaker Microphone (IP54/55)



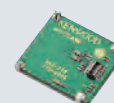
■ KMC-54W

Speaker Microphone
• 2-mic digital noise cancelling via the radio's DSP
• 3.5mm-diameter EP jack
• Complies with MIL-STD 810C/D/E/F/G
• IP65/67 Dust & Water*



■ KWD-AE30/AE31

Secure Cryptographic Module



■ KPG-180AP

OTAP Manager

■ KBH-11

Belt Clip



Main Specifications

All accessories and options may not be available in all markets.
Contact an authorized Kenwood dealer for details and complete list of all accessories and options.

	NX-5200	NX-5300	NX-5400
GENERAL			
Frequency Range	136-174 MHz	Type 1: 450-520 MHz Type 2: 380-470 MHz	RX: 763-776, 851-870 MHz TX: 763-776, 793-806, 806-825, 851-870 MHz
Max. Channels Per Radio	1024 (Up to 4000 CH with option)		
Number of Zones	128		
Max. Channels per Zone	512		
Channel Spacing			
Analog	12.5/15/20/25*/30* kHz	12.5/25 kHz*	12.5/25 kHz
Digital	6.25kHz/12.5kHz	6.25kHz/12.5kHz	12.5 kHz (6.25 kHz)
Power Supply	7.5V DC $\pm$ 20%		
Battery Life (5-5-90/10-10-80 duty cycle)			
KNB-L1 (2,000 mAh)	10 hours / 6.5 hours		
KNB-L2 (2,600 mAh)	12.5 hours / 8.5 hours		
KNB-L3 (3,400 mAh)	17 hours / 11 hours		
Operating Temperature	-22°F to +140°F (-30°C to +60°C)		
Frequency Stability	$\pm$ 2.0 ppm	$\pm$ 1.0 ppm	$\pm$ 1.5 ppm
Dimensions Radio w/Control Head	(W x H x D)		
KNB-L1 (2,000 mAh)	2.28 x 5.47 x 1.52 in. (58 x 139 x 38.8 mm)		
KNB-L2 (2,600 mAh)	2.28 x 5.47 x 1.65 in. (58 x 139 x 41.8 mm)		
KNB-L3 (3,400 mAh)	2.28 x 5.47 x 1.86 in. (58 x 139 x 47.2 mm)		
Weight (net) Radio w/Control Head			
KNB-L1 (2,000 mAh)	15.52 oz (440 g)		
KNB-L2 (2,600 mAh)	16.57 oz (470 g)		
KNB-L3 (3,400 mAh)	17.98 oz (510 g)		
FCC ID			
Type 1	K44431400	K44431500	ALH442000
Type 2		K44431501	
IC Certification			
Type 1	282F-431400	-	282D-442000
Type 2		282F-431501	

*25 and 30 kHz are not included in the models sold in the USA or US territories.
Analog measurements made per TIA 603 and specifications shown are typical.
Digital measurements made per TIA 102CAAA and specifications shown are typical.
Specifications are subject to change without notice, due to advancements in technology.

	NX-5200	NX-5300	NX-5400
RECEIVER			
Sensitivity			
NXDN® 6.25 kHz Digital (3% BER)	0.20 µV		-
NXDN®12.5 kHz Digital (3% BER)	0.25 µV		-
P25 Digital (5% BER)		0.25 µV	
P25 Digital (1% BER)		0.40 µV	
Analog (12dB SINAD)		0.24 µV	
Selectivity			
P25 Digital		60 dB	
Analog @ 25 kHz		73 dB	
Analog @12.5 kHz	67 dB		64 dB
Intermodulation	73 dB		75 dB
Spurious Rejection	80 dB	75 dB	
Audio Distortion	3%		
Audio Output Power	500 mW/8Ω (3% Distortion) / 1,000 mW /8Ω (5% Distortion)		
TRANSMITTER			
RF Power Output Power	5 W to 1 W		3 W to 1 W
Spurious Emission	-70 dB		
FM Hum & Noise			
Analog @ 25 kHz		40 dB	
Analog @ 12.5 kHz		45 dB	
Audio Distortion	2%		
Modulation			
	16K0F3E, 11K0F3E, 8K10F1E, 8K10F1D, 8K10F1W, 8K30F1E, 8K30F1D, 8K30F7W, 4K00F1E, 4K00F1D, 4K00F7W, 4K00F2D		16K0F3E, 14K0F3E, 11K0F3E, 8K10F1E, 8K10F1D, 8K10F1W, 8K30F1E, 8K30F1D, 8K30F7W, 4K00F1E, 4K00F1D, 4K00F7W, 4K00F2D)

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NEXEDGE® is a registered trademark of JVCKENWOOD Corporation.

Applicable MIL-STD & IP

MIL Standard	MIL 810C Methods/Procedures	MIL 810D Methods/Procedures	MIL 810E Methods/Procedures	MIL 810F Methods/Procedures	MIL 810G Methods/Procedures
Low Pressure	500.1/Procedure I	500.2/Procedure I, II	500.3/Procedure I, II	500.4/Procedure I, II	500.5/Procedure I, II
High Temperature	501.1/Procedure I, II	501.2/Procedure I, II	501.3/Procedure I, II	501.4/Procedure I, II	501.5/Procedure I, II
Low Temperature	502.1/Procedure I	502.2/Procedure I, II	502.3/Procedure I, II	502.4/Procedure I, II	502.5/Procedure I, II
Temperature Shock	503.1/Procedure I	503.2/Procedure I	503.3/Procedure I	503.4/Procedure I, II	503.5/Procedure I
Solar Radiation	505.1/Procedure I	505.2/Procedure I	505.3/Procedure I	505.4/Procedure I	505.5/Procedure I
Rain	506.1/Procedure I, II	506.2/Procedure I, II	506.3/Procedure I, II	506.4/Procedure I, III	506.5/Procedure I, III
Humidity	507.1/Procedure I, II	507.2/Procedure II, III	507.3/Procedure II, III	507.4	507.5/Procedure II
Salt Fog	509.1/Procedure I	509.2/Procedure I	509.3/Procedure I	509.4	509.5
Dust	510.1/Procedure I	510.2/Procedure I	510.3/Procedure I	510.4/Procedure I, III	510.5/Procedure I
Vibration	514.2/Procedure VIII, X	514.3/Procedure I	514.4/Procedure I	514.5/Procedure I	514.6/Procedure I
Shock	516.2/Procedure I, II, V	516.3/Procedure I, IV	516.4/Procedure I, IV	516.5/Procedure I, IV	516.6/Procedure I, IV
International Protection Standard					
Dust & Water Protection	IP54/55				
Immersion	IP67/68*				

*IP68=1m/2H or 2m/0.5H

KENWOOD

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ISO9001 Registered
Professional Systems Business Group
JVCKENWOOD Corporation

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MINITOR VI™ TWO-TONE VOICE PAGER

**FLEXIBLE, RUGGED AND RELIABLE.
BUILT FOR THE REALITIES OF FIRST RESPONDERS.**



Red and Green housing available in VHF non-IS models

When you really need to stay in touch – whether during an urban incident or a wildland fire – a pager is an excellent solution. It's got to be simple, rugged and reliable, built for the realities of first responders.

No matter where an emergency occurs, you need to hear the message loud and clear and be able to replay it at will. We know that firsthand because we've been supporting the needs of fire and rescue services since 1941. We understand the challenges you confront and the conditions you face.

RUGGED, COMPACT AND EXCEPTIONALLY RELIABLE

Small, light yet incredibly tough, the MINITOR VI is built to get the job done right. Its improved receiver design ensures maximum range and intelligibility. We engineered the MINITOR VI for people working in challenging environments: it's been through Motorola's arduous Accelerated Life Testing. The Intrinsically Safe models are certified for use in hazardous environments, and the Non-Intrinsically Safe models have improved field serviceability and battery options.

DESIGNED TO FIT YOUR RESPONSE STYLE

Record up to 16 minutes of messages, then replay, skip, fast forward, rewind, lock, unlock and delete those messages directly on the MINITOR VI pager. You can customize call alerts and channel announcements, and choose different vibrate profiles for different call addresses.

FLEXIBLE BATTERY OPTIONS ARE MISSION-CRITICAL

The MINITOR VI comes with a rechargeable battery and offers other responder-essential accessories. These include a charger with a built in voice amplifier so you never miss an alert; an alkaline battery tray for emergency in-field battery replacement; and voice announcements that indicate battery levels.

FEATURES

- Single or 5-channel models
- Wideband receiver design: Single pager covers entire VHF band.
- Up to 16 mins voice message storage
- Message management: Next/Prev, FF/RWD, DEL, Lock/Unlock
- Customizable alert tones and voice announcements
- Programmable alerts and vibrate profiles
- Battery level voice announcements
- Alkaline battery support (non-Intrinsically Safe models only)
- IP56 for dust and water intrusion
- Location for asset tag

GENERAL SPECIFICATIONS				
	VHF	UHF1	UHF2	UHF3
Channels	1 or 5	1 or 5	1 or 5	1 or 5
Frequency Range	143-174MHz	406-430MHz	450-486MHz	476-512MHz
Typical Alerting Sensitivity (Wide/Narrow Band)	3.5µV/m / 4.5µV/m	3.0µV/m / 4.0µV/m	3.0µV/m / 4.0µV/m	3.0µV/m / 4.0µV/m
Maximum Alerting Sensitivity (Wide/Narrow Band)	4.5µV/m / 5.5µV/m	4.0µV/m / 5.0µV/m	4.0µV/m / 5.0µV/m	4.0µV/m / 5.0µV/m
Selectivity	>65 dB	>65 dB	>65 dB	>65 dB
Spurious Image Rejection	>70 dB	>70 dB	>70 dB	>70 dB
Audio Output @ 12" (Alert/Voice)	96 dB / 94 dB	96 dB / 94 dB	96 dB / 94 dB	96 dB / 94 dB
Audio Distortion	< 3%	< 3%	< 3%	< 3%
Frequency Stability	±10 ppm	±5 ppm	±5 ppm	±5 ppm
Channel Spacing Wide/Narrow Band	25kHz / 12.5kHz	25kHz / 12.5kHz	25kHz / 12.5kHz	25kHz / 12.5kHz
Dimensions and Weight	4.1 x 2.4 x 1.0 inches (H x W x D), 6.2 oz			
Programmable Addresses	15 per Channel			
Voice Storage Time	16 Minutes			
Power Supply	3.7V Li-ion Battery Pack			
Battery Life ¹ (between charge cycles)	10 Days (80 hours)			
UL Intrinsically Safe Rating ²	Optional	Optional	Optional	Optional

¹ Duty Cycle: 8 Hour Day / 5 messages @ 30 seconds each

² UL certified intrinsically safe for hazardous locations: Division 1, Class I, Group C, D, Class II, Group E, F, G, Class III, T3C

ACCESSORIES	
PMLN6725	Nylon Carry Case
RLN6505	Standard Charger Kit. Charges battery pack while in pager, as well as spare. Includes power supply.
RLN6506	Amplifier Charger Kit. Charges battery pack while in pager, as well as spare. Also has a 2.5 watt audio amplifier for louder output in high noise environments, and provision for an external antenna. Includes power supply.
RLN6507	VHF Amplifier Charger Antenna
RLN6508	UHF Amplifier Charger Antenna
RLN6526	Alkaline Battery Tray, IP56. Operate the pager with three AAA batteries (Non-Intrinsically Safe models only)
RLN6509	Belt Clip
25009298001	Spare Standard Charger Power Supply
EPNN9288A	Spare Amplifier Charger Power Supply
PMNN4438	Intrinsically Safe Lithium Ion Battery, IP56
PMNN4451	Non-Intrinsically Safe Lithium Ion Battery, IP56
RLN6527	Programming Kit

ENVIRONMENTAL SPECIFICATIONS	
Operating Temperature ³	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Thermal Shock	Per MIL-STD 810G
Humidity	Per MIL-STD 810G
ESD	IEC 61000-4-2 Level 3
Dust and Water Intrusion	IEC60528 - IP56
Rain	Per MIL-STD 810 E I (Blowing Rain) Per MIL-STD 810 G III (Dripping Rain)

³Pager only - Li-Ion battery -10°C to +60°C



For more information on the MINITOR VI pager, visit motorolasolutions.com/MINITOR



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IBR900 Series Spec Sheet



Shown: IBR900-1200M-B

Cradlepoint IBR900 Series mobile routers are sold as part of an all-inclusive mobile networking package.

NetCloud Mobile Packages include:

- Ruggedized endpoints, purpose-built for mobile applications
- A NetCloud Service Plan tailored for mobile networking and set for a specific term
- 24x7 support and limited lifetime warranty

What to Buy

NetCloud Packages and Plans

REGION	DESCRIPTION	PART NUMBER
North America: U.S. & Canada	NetCloud Mobile Essentials Plan with IBR900-1200M-B-NPS	MAx-0900120B-NNA
	NetCloud Mobile Essentials Plan with IBR900-1200M-NPS	MAx-09001200-NNA
	NetCloud Mobile Essentials Plan with IBR900-600M-NPS	MAx-0900600M-NNA
	NetCloud Mobile Essentials Plan with IBR900-600M	MAx-0900NM-0NA
	NetCloud Mobile Essentials and Advanced Plans with IBR900-600M	MAAx-0900600M-NA
	NetCloud Mobile Essentials and Advanced Plans with IBR900-1200M-B	MAAx-0900120B-NA
	NetCloud Ruggedized IoT Essentials Plan with IBR900-600M	TC0x-0900600M-NN
	NetCloud Ruggedized IoT Essentials Plan with IBR900-1200M-B	TC0x-0900120B-NN
	NetCloud Ruggedized IoT Essentials and Advanced Plans with IBR900-600M	TCAx-0900600M-NN
	NetCloud Ruggedized IoT Essentials and Advanced Plans with IBR900-1200M-B	TCAx-0900120B-NN
Europe: European Union (EU) & United Kingdom (UK)	NetCloud Mobile Essentials Plan with IBR900-600M-EU-NPS	MAx-0900600M-EWA
	NetCloud Mobile Essentials Plan with IBR900-EU	MAx-0900NM-0WA
	NetCloud Ruggedized IoT Essentials and Advanced Plans with IBR900-150M	TBAx-600C150M-EM
	NetCloud Ruggedized IoT Essentials and Advanced Plans with IBR900-600M	TCAx-0900600M-EM
Asia-Pacific: Singapore, Australia (AP), & New Zealand (NZ)	NetCloud Mobile Essentials Plan with IBR900-600M-AP-NPS	MAx-0900600M-PWA
	NetCloud Mobile Essentials Plan with IBR900LP5-NPS-AP	MAx-0900LP5-PWA
	NetCloud Mobile Essentials Plan with IBR900-AP	MAx-0900NM-0WA
	NetCloud Ruggedized IoT Essentials and Advanced Plans with IBR900-600M	TCA3-0900600M-PM
All Regions:	Renewal NetCloud Mobile Essentials Plan	MAx-NCESS-R
	NetCloud Mobile Advanced Plan (requires corresponding Essentials Plan)	MAx-NCADV
	Renewal NetCloud Mobile Advanced Plan (requires corresponding Essentials Plan)	MAx-NCADV-R
	Renewal NetCloud Mobile Essentials and Advanced Plans	MAAx-NCEA-R
	Renewal NetCloud Ruggedized IoT Essentials Plan	TC0x-NCESS-R
	NetCloud Ruggedized IoT Advanced Plan (requires corresponding Essentials Plan)	TC0x-NCADV
	Renewal NetCloud Ruggedized IoT Advanced Plan	TC0x-NCADV-R
	Renewal NetCloud Ruggedized IoT Essentials and Advanced Plans	TCAx-NCEA-R

x = 1, 3, or 5 years

NetCloud Mobile Essentials packages and plans contain all the features and capabilities required for a broad range of mobile or in-vehicle applications. Essentials packages include 24x7 support (phone support: 24 hour weekdays with emergency response on weekends, web: 24x7, chat: 24x5) and a limited lifetime warranty.

For additional capabilities, a **NetCloud Mobile Advanced Plan** can be added to the NetCloud Mobile Essentials Package at any time.

See additional details of what is included in the Essential and Advanced NetCloud software: cradlepoint.com/netcloud-service

For more details on the IBR900 Series mobile router, included with the NetCloud Mobile Packages, see below.

What's in the Box

- Ruggedized high-performance router with embedded, business-class LTE modem
 - Includes integrated mounting plate
- One (1) 4-Wire Power/GPIO Cable (3 meters)
- Two (2) extra SIM door screws
- Safety, Regulatory, and Warranty Guide

Models

- IBR900-1200M-B: LTE Advanced Pro 1 Gbps LTE/HSPA+ with SIM-based, auto-carrier selection
 - FirstNet Ready™
- IBR900-1200M: LTE Advanced Pro 1 Gbps LTE/HSPA+ with SIM-based, auto-carrier selection
 - FirstNet Ready
- IBR900-600M: LTE Advanced 600 Mbps LTE/HSPA+ (SIM-based, auto-carrier selection for all North American, European, and Asia-Pacific carriers; includes support for 700 MHz Band 28 in Asia-Pacific)
- IBR900LP6: LTE Advanced 600 Mbps LTE/HSPA+ (SIM-based, auto-carrier selection for all North American, European, and Asia-Pacific carriers; includes support for 700 MHz Band 28 in Asia-Pacific)
- IBR900LP5: 300 Mbps LTE Advanced for operators in Asia-Pacific and Saudi Arabia (SIM-based, auto-carrier selection)

Key Features

WAN

- Dual-modem capable with optional COR Extensibility Dock
- Wi-Fi-as-WAN, with WPA2 Enterprise Authentication for Wi-Fi-as-WAN
- Failover/Failback
- Load Balancing
- Advanced Modem Failure Check
- WAN Port Speed Control

- WAN/LAN Traffic Steering
- IP Passthrough
- Standby
- DynDNS
- QoS (DSCP and Priority Queuing)

LAN

- VLAN 802.1Q
- DHCP Server, Client, Relay²
- DNS and DNS Proxy
- UPnP
- DMZ
- Multicast/Multicast Proxy
- MAC Address Filtering

Wi-Fi¹

- Dual-Band, dual-concurrent
- 802.11 a/b/g/n/ac Wave 2—MU-MIMO and 256 QAM support
- Multiple SSIDs: 2 per radio (4 total)
- WPA2 Enterprise (Wi-Fi)
- Hotspot/Captive Portal
- SSID-based Priority
- Client Mode for faster data offload
- Frequencies supported:
 - 2.4 GHz (2412 – 2472 MHz)
 - 5 GHz
 - U-NII-1 (5.150-5.250 GHz)
 - U-NII- 2a (5.250-5.350 GHz) North America IBR900-600M Only
 - U-NII-2c (5.470-5.725 GHz) North America IBR900-600M Only
 - U-NII-3 (5.7225-5.825 MHz) North America Only

Management

- Cradlepoint NetCloud Manager
- Web UI, API, CLI
- Active GPS support on all models
- Data Usage Alerts (router and per client)
- Advanced Troubleshooting (support)
- Device Alerts

- SNMP
- SMS control
- Serial Redirector
- Auto APN Recovery
- Syslog

VPN & Routing

- IPsec Tunnel – up to ten concurrent sessions
- L2TP
- GRE Tunnel
- OSPF/BGP/RIP
- Route Filters (Access Control Lists, Prefix Filters, Route Maps, Communities for BGP)
- Per-Interface Routing
- Routing Rules
- Policy-based Routing
- NAT-less Routing
- Virtual Server/Port Forwarding
- NEMO/DMNR
- IPv6
- VRRP
- STP
- NHRP
- VTI Tunnel support
- OpenVPN support
- CP Secure VPN compatible
- Serial PAD Mode

Security

- RADIUS and TACACS+ support*
- 802.1x authentication for Ethernet**
- Zscaler integration
- Certificate support
- ALGs
- MAC Address Filtering
- Advanced Security Mode (local user management only)
- FIPS 140-2 Inside version available
- Per-Client Web Filtering
- IP Filtering

- Content Filtering (basic)
- Website Filtering
- Zone-Based Object Firewall with host address (IP or FQDN), port, and MAC address

*Native support for authentication. Authorization and accounting support through hotspot/captive portal services.

**802.1x Authentication for Ethernet not available for FIPS SKUs.

Cloud Optimized IP Communications

- Automated WAN Failover/Failback support
- WAN Affinity and QoS allow prioritization of VoIP services
- Advanced VPN connectivity options to HQ
- SIP ALG and NAT to allow VoIP and UC communications to traverse firewall
- MAC Address Filtering
- 802.1p/q for LAN QoS segmentation and treatment of VoIP on LAN
- Private Network support (wired and 4G WAN)
- Cloud-based management

IoT Connector

- NetCloud Edge Connector for Microsoft® Azure IoT Central

1 Wi-Fi-related functions are only supported on IBR900 models

2 DHCP Relay across a wide area network (WAN) only available on the LP3 and LP5 models. All other models require a VPN tunnel present for DHCP Relay to function properly.

Specifications

The following features are delivered through the hardware.

WAN:

- Dual-modem capable with optional COR Extensibility Dock
- Embedded 1200M LTE Advanced Pro modem (with DC-HSPA+ failover), delivering 1 Gbps**
- Embedded 600M LTE Advanced 600 Mbps modem (with DC-HSPA+ failover)
- Two LAN/WAN switchable 10/100/1000 Gigabit Ethernet ports – one default WAN (cable/DSL/T1/satellite/Metro Ethernet)
- Wi-Fi-as-WAN, Metro Wi-Fi; 2x2 MIMO “N” 2.4 GHz or 5 GHz; 802.11 a/b/g/n/ac Wave 2 (IBR900 only)

LAN:

- Dual-band, dual-concurrent Wi-Fi; 802.11 a/b/g/n/ac Wave 2 (IBR900 only)
- Two LAN/WAN switchable 10/100/1000 Gigabit Ethernet ports — one default LAN
- Serial console support for Out-of-Band Management of a connected device

Ports:

- 4-Wire power/GPIO
- Add more GPIO ports with optional 9-wire power/GPIO cable or COR Extensibility Dock with 2x10-wire power/GPIO cable
- USB 2.0
- Two Ethernet LAN/WAN
- Two cellular antenna connectors (SMA)
- One active GPS antenna connector (SMA)
- Two Wi-Fi antenna connectors (RP-SMA)
- 15-pin dock port for COR Extensibility Dock, 9-wire GPIO cable, or COR Extensibility Port to Serial Cable

Temperature:

- -30 °C to 70 °C (-22 °F to 158 °F) operating with optional* 9-Wire Extensibility Port to GPIO Cable (Part #170680-001)
- -30 °C to 70 °C (-22 °F to 158 °F) operating with optional Power Supply, 12V, 5.5A, Extended Temperature (Part #170648-001; [see this page for line cord details](#))
- -20 °C to 60 °C (-4 °F to 140 °F) operating with included† standard AC power supply
- -40 °C to 85 °C (-40 °F to 185 °F) storage

* Included with "-NPS" version,

† Not included with "-NPS" version

Humidity (non-condensing):

- 5% to 95% operating
- 5% to 95% storage

Power:

- DC input steady state voltage range: 9–33 VDC (requires in-line fuse for vehicle installations)
 - For 9–24 VDC installations, use a 3 A fuse
 - For > 24 VDC installations, use a 2.5 A fuse
- Reverse polarity and transient voltage protection per ISO 7637-2
- Ignition sensing (automatic ON and time-delay OFF)
- Power consumption:
 - Idle: 4W
 - LTE Tx/Tx: 6.25W
 - Wi-Fi Tx/Rx: 9W
 - 12 VDC / 2 A adapter recommended

Wi-Fi Power:

- 2.4 GHz: 18 dBm conducted
- 5 GHz VHT20: 17.5 dBm conducted

- 5 GHz VHT40: 17 dBm conducted
- 5 GHz VHT80: 16.5 dBm conducted

Size: 4.6 × 4.5 × 1.2 in (118 × 113.5 × 29.3 mm)

Weight: 14 oz (400 g)

Certifications:

- Wi-Fi Alliance (IBR900 only) — 802.11a/b/g/n/ac Wave 2 certified
- Safety: UL/CUL, CB Scheme, EN60950-1
- Hazardous Locations: Class1, Div 2. IBR900-600M-NA only.
- Shock/Vibration/Humidity: Compliant with MIL STD 810G and SAEJ1455
- Ingress Protection: Compliant with IP54 (includes protection from dust and splashing water)
- Materials: WEEE, RoHS, RoHS-2, California Prop 65
- Telecom: PTCRB/CTIA, GCF-CC
- Regulatory Models: S5A643A, S5A644A, S5A648A, S5A701A, S5A706A, S5A843A, S5A848A
- FIPS 140-2 Inside

GPS:

- GPS Protocols: TAIP and NMEA 0183 V3.0
- Satellite channels: Maximum 55 channels, simultaneous tracking
- Concurrent standalone GPS, GLONASS, BeiDou and Galileo
- 1 Hz refresh rate
- Accuracy:
 - < 2 m: 50%
 - < 5 m: 90%
 - Horizontal: < 2 m (50%); < 5 m (90%)
 - Altitude: < 4 m (50%); < 8 m (90%)
 - Velocity: < 0.2 m/s
- Acquisition (measured with signal strength = -145 dBm):
 - Hot start: 1 second
 - Warm start: 29 seconds
 - Cold start: 32 seconds
- Sensitivity:
 - Tracking: -160 dBm (tracking sensitivity is the lowest GNSS signal level for which the device can still detect an in-view satellite 50% of the time when in sequential tracking mode)
 - Acquisition (standalone): -145 dBm (acquisition sensitivity is the lowest GNSS signal level for which the device can still detect an in-view satellite 50% of the time)
- Operational limits: Altitude < 6000 m or velocity < 100 m/s (either limit may be exceeded, but not both)

Router Performance

- Max Throughout (Default Configuration*): 940 Mbps
- Max Concurrent TCP Sessions: 16,000
- Recommended Max Client Count: 10**

Performance testing was conducted based off requirements as defined in RFC2544 using a mix of 64, 256, and 1500-byte packet sizes. Throughput is shown as bi-directional TCP traffic with less than a 1% packet loss using four wired clients.

Specifications and information in this datasheet are subject to change without notice.

*Cradlepoint defines client as any network connected device utilizing resources, such as bandwidth, on the local network.

**If CP Secure Threat Management or Application Analytics are enabled, the recommended max client count is 5.

Accessories

The IBR900 Series mobile router do not include antennas and, therefore, requires the following accessories for optimal performance:

Required Accessories

- 3G/4G LTE cellular antennas (Qty. 2)
 - Recommended for bench test: Cellular Antenna, Charcoal, 600 MHz – 6 GHz, SMA (1x), (Part # 170801-000)
- 2.4/5 GHz Dual Band Wi-Fi antennas (Qty. 2)
 - Recommended for bench test: Wi-Fi Antenna, Charcoal, Dual-band 2.4/5 GHz, (Part # 170836-000)
- An active (powered) GPS antenna
 - Recommended for bench test: Cellular Antenna, Charcoal, 600 MHz – 6 GHz, SMA (1x), Part # 170801-000

Additional Cradlepoint accessory options for extensibility, power, and antennas include:

Second Integrated LTE Modem with MC400

- MC400-1200M-B
- MC400-1200M
- MC400LP6 (North America or EU)
- MC400LP5 (Asia-Pacific or Saudi Arabia)
- MC400LP4 (AT&T, Verizon, T-Mobile, and Canada)

Extensibility

- COR Extensibility Dock (Part # 170700-000)
- 9-Wire Extensibility Port to GPIO Cable (Part # 170680-001)
- COR Extensibility Port to Serial DB9 Cable (Part # 170767-000)

Power

Vehicle Options:

- Power Supply, Vehicle, 12V DC, 2x2 (Part # 170635-000)
- GPIO & Power Cable, 2x2 (Part # 170585-001)

Power Supplies/Adapters:

- North America IBR900/IBR950 power supply (Part # 170716-000)
- Power Supply for North America, 12V, 2A, 2x2(Part # 170717-000)
- 2x2 Power to Barrel Adapter (Part # 170665-000)
- Power Supply, 12V, 5.5A, Extended Temperature (Part # 170648-001; [see line cord details](#))

Antennas — 3G/4G Modem, Wi-Fi & GPS:

- Cellular Antenna, Charcoal, 600 MHz – 6 GHz, SMA (1x), (Part # 170801-000)
- Wi-Fi Antenna, Charcoal, Dual-band 2.4/5 GHz, (Part # 170836-000) — Wi-Fi models only

Vehicle Antennas:

See the [Cradlepoint Certified Antennas for Mobile](#) for more information about antennas. Also see the [Antenna Reference Guide](#), also available in the Resources section of antenna and router product pages.

Enterprise-Class Modem Specifications

IBR900-1200M-B

IBR900-1200M-B models include an embedded, LTE Advanced Pro modem with SIM-based, auto-carrier selection. Simply insert the SIM, and wait for the router to automatically detect the SIM and establish a connection.

- Technology: Category 18 LTE Advanced Pro, DC-HSPA+ with SIM-based auto-carrier selection
- Downlink Rates: LTE 1000 Mbps, DC-HSPA+ 42.2 Mbps*
- Uplink Rates: LTE 150 Mbps, DC-HSPA+ 5.76 Mbps*
- MIMO: 2x2 MIMO
- 256 QAM support
- Frequency Bands:
 - LTE Bands
 - LTE FDD: 2(25), 4(66), 5(26), 12(17), 13, 14, 29, 71
- Carrier Aggregation: Up to 5CA.
 - AT&T:
 - LTE FDD: 2, 4, 5, 12, 13, 14, 17, 25, 26, 29 (DL), 66, 71 (FDD)
 - 3G DC-HSPA+: 1, 2, 4, 5, 8
 - 2CA DL carrier aggregation combinations:
CA_2A-4A, CA_2A-5A, CA_2A-12A, CA_2A-14A, CA_2A-29A, CA_2A-66A, CA_2A-71A, CA_4A-5A, CA_4A-12A, CA_4A-29A, CA_4A-71A, CA_5A-66A, CA_12A-66A, CA_14A-66A, CA_25A-26A, CA_29A-66A, CA_66A-71A, CA_2A-2A, CA_4A-4A, CA_25A-25A, CA_66A-66A, CA_2C, CA_5B, CA_12B, CA_66B, CA_66C
 - 3CA DL carrier aggregation combinations:
CA_2A-2A-5A, CA_2A-2A-12A, CA_2A-2A-66A, CA_2A-2A-71A, CA_2A-4A-4A, CA_2A-4A-5A, CA_2A-4A-12A, CA_2A-4A-29A, CA_2A-4A-71A, CA_2A-5A-66A, CA_2A-12A-66A, CA_2A-12B, CA_2A-14A-66A, CA_2A-66A-66A,

CA_2A-66A-71A, CA_2A-66C, CA_2A-66C, CA_4A-4A-5A, CA_4A-4A-12A, CA_4A-4A-71A, CA_4A-12B, CA_5A-66A-66A, CA_5A-66C, CA_12A-66A-66A, CA_12A-66C, CA_14A-66A-66A, CA_25A-25A-26A, CA_29A-66A-66A, CA_66A-66A-71A

— 4CA DL carrier aggregation combinations:

CA_2A-2A-5A-66A, CA_2A-2A-12A-66A, CA_2A-2A-66A-66A, CA_2A-2A-66A-71A, CA_2A-2A-66C, CA_2A-4A-4A-12A, CA_2A-5A-66A-66A, CA_2A-5B-66A, CA_2A-12A-66A-66A, CA_2A-66A-66A-71A, CA_2A-66C-71A, CA_2C-66A-66A, CA_5B-66A-66A

— 5CA DL carrier aggregation combinations:

CA_2A-5B-66A-66A

— 2CA UL carrier aggregation combinations:

UL_2A-5A, UL_2A-12A, UL_4A-12A, UL_5A-66A, UL_5B

— Verizon:

— LTE FDD: 2, 4(66), 5, 13

— 3G (Roaming): 1, 2, 4, 5, 8

— 2CA DL carrier aggregation combinations:

CA_2A-2A, CA_2A-4A, CA_2A-5A, CA_2A-13A, CA_2A-66A, CA_4A-4A, CA_4A-5A, CA_4A-13A, CA_5A-66A, CA_5B, CA_13A-66A, CA_66A-66A, CA_66B, CA_66C

— 3CA DL carrier aggregation combinations:

CA_2A-2A-5A, CA_2A-2A-13A, CA_2A-2A-66A, CA_2A-4A-5A, CA_2A-4A-13A, CA_2A-5A-66A, CA_2A-13A-66A, CA_2A-66A-66A, CA_2A-66B, CA_2A-66C, CA_4A-4A-5A, CA_4A-4A-13A, CA_5A-66A-66A, CA_5A-66B, CA_5A-66C, CA_13A-66A-66A, CA_13A-66B, CA_13A-66C, CA_66A-66C, CA_66D

— 2CA UL carrier aggregation combinations:

CA_2A-13A, CA_4A-13A

— Fallback: WCDMA/DC-HSPA+ (42/5.76 Mbps): Bands 1, 2, 4, 5, 8

— Power: LTE 23 dBm ± 1, DC-HSPA+ 23 dBm ± 1

— Antennas: SMA & RP-SMA male plugs, maximum torque not to exceed 4 in-lbs

— GPS: Active GPS support

— SMS: SMS support

— Industry Standards & Certs: FCC, PTCRB, AT&T, FirstNet, Verizon

IBR900-1200M-NA

IBR900-1200M models include an embedded LTE Advanced Pro 4G LTE modem with SIM-based, auto-carrier selection for FirstNet, AT&T, and Verizon. Simply insert the SIM and wait for the router to automatically detect the SIM and establish a connection.

— Technology: Category 18 LTE Advanced Pro, DC-HSPA+

— Downlink Rates: LTE 1 Gbps, DC-HSPA+ 42.2 Mbps*

— Uplink Rates: LTE 150 Mbps, DC-HSPA+ 5.76 Mbps*

— MIMO: 2x2 MIMO

— 256 QAM support

— Frequency Bands:

— LTE Bands

— LTE FDD: 2, 4(66), 5, 12, 13, 14, 29

- Carrier Aggregation: Up to 5CA. [] indicates 4x4 MIMO
 - AT&T: 2,4,5,12,14,29,66; 3G 2, 5
 - 2CA DL carrier aggregation combinations:
CA_2A-2A, CA_2A-4A, CA_2A-5A, CA_2A-12A, CA_2A-14A, CA_2A29A, CA_2A-66A, CA_2C, CA_4A-4A, CA_4A-5A, CA_4A-12A, CA_4A-29A, CA_5A-66A, CA_5B, CA_12A-66A, CA_12B, CA_14A-66A, CA_29A-66A, CA_66^a-66A, CA_66B, CA_66C
 - 3CA DL carrier aggregation combinations:
CA_2A-2A-5A, CA_2A-2A-12A, CA_2A-2A-14A, CA_2A2A-66A, CA_2A-4A-4A, CA_2A-4A-4A, CA_2A-4A-5A, CA_2A-4A-5A, CA_2A-4A-12A, CA_2A-4A-12A, CA_2A-5A-66A, CA_2A-5A-66A, CA_2A-12A-66A, CA_2A-12A-66A, CA_2A-14A-66A, CA_2A-66A-66A, CA_4A-4A-5A, CA_4^a-4A-12A, CA_4A-12B, CA_5A-66A-66A, CA_5A-66C, CA_12A-66A-66A, CA_14A-66A-66A, CA_29A-66A-66A
 - 4CA DL carrier aggregation combinations:
CA_2A-2A-5A-66^a, CA_2A-2A12A-66A, CA_2A-2A-14A-66A, CA_2A-2A-66A-66A, CA_2A-4A-4A-12A, CA_2A-5A-66A-66A, CA_2A-5B-66A, CA_2A-12A-66A-66A, CA_2A-14A66A-66A, CA_5B-66A-66A
 - 5CA DL carrier aggregation combinations:
CA_2A-5B-66A-66A
 - 2CA UL carrier aggregation combinations:
CA_2A-12A, CA_2A-5A, CA_4A-12A, CA_5A-66A, CA_5B, CA_12A-66A
 - Verizon:
 - LTE FDD: 2, 4(66), 5, 13
 - 3G (Roaming): 1, 2, 4, 5, 8
 - 2CA DL carrier aggregation combinations:
CA_2A-2A, CA_2A-4A, CA_2A-5A, CA_2A-13A, C_2A-66A, CA_4A-4A, CA_4A-5A, CA_4A-13A, CA_5A-66A, CA_5B, CA_13A-66A, CA_66A-66A, CA_66B, CA_66C,
 - 3CA DL carrier aggregation combinations:
CA_2A-2A-5A, CA_2A-2A-13A, CA_2A-2A-66A, CA_2A-2A-66A, CA_2A-4A-5A, CA_2A-4A-5A, CA_2A-4A-13A, CA_2A-4A-13A, CA_2A-5A-66A, CA_2A-5A-66A, CA_2A-13A-66A, CA_2A-13A-66A, CA_2A-66A-66A, CA_2A-66A-66A, CA_2A-66B, CA_2A-66C, CA_4A-4A-5A, CA_4A-4A-13A, CA_5A-66A-66A, CA_5A-66B, CA_5A-66C, CA_13A-66A-66A, CA_13A-66B, CA_13A-66C, CA_66A-66C, CA_66D
 - 2CA UL carrier aggregation combinations:
CA_2A-13A, CA_4A-13A
- Fallback: WCDMA/DC-HSPA+ (42/5.76 Mbps): Bands 1, 2, 4, 5, 8
- Power: LTE 23 dBm ± 1, DC-HSPA+ 23 dBm ± 1
- Antennas: SMA & RP-SMA male plugs, maximum torque not to exceed 4 in-lbs
- GPS: Active GPS support
- SMS: SMS support
- Industry Standards & Certs: FCC, PTCRB, AT&T, FirstNet, Verizon

IBR900-600M-NA / -EU

IBR900-600M models include an embedded LTE Advanced 600 Mbps 4G LTE modem. The 600M modems support worldwide, SIM-based, auto-carrier selection. Simply insert the SIM, and wait for the router to automatically detect the SIM and establish a connection.

- Technology: Category 11 LTE Advanced, HSPA+

- Downlink Rates: LTE 600 Mbps, HSPA+ 42.2 Mbps*
- Uplink Rates: LTE 75 Mbps, HSPA+ 5.76 Mbps*
- Frequency Bands:
 - LTE Bands
 - LTE FDD: 1–5, 7–8, 12–13, 17, 20, 25–26, 28–30, 66
 - LTE TDD: 38, 40–41
 - HSPA+: 1–2, 4–5, 8
 - LTE 2DL Carrier Aggregation Combinations:

B2+B2, B2+B4, B2+B5, B2+B12, B2+B13, B2+B17, B2+B29, B2+B30, B4+B4, B4+B5, B4+B7, B4+B12, B4+B13, B4+B17, B4+B29, B4+B30, B5+B30, B12+B12, B12+B30, B25+B25, B25+B26, B25+B41, B26+B41, B29+B30, B41+B41, B1+B20, B3+B3, B3+B7, B3+B20, B3+B38, B7+B7, B7+B8, B7+B20, B38+B38, B1+B3, B1+B7, B1+B28, B3+B8, B3+B28, B5+B7, B5+B40, B7+B8, B7+B20
 - LTE 3DL Carrier Aggregation Combinations:

B2+B2+B12/17, B2+B2+B13, B2+B2+B4, B2+B4+B5, B2+B4+B12, B2+B4+B13, B2+B4+B29, B2+B5+B30, B2+B12+B12, B2+B12+B30, B2+B29+B30, B4+B4+B5, B4+B4+B7, B4+B4+B12, B4+B4+B13, B4+B5+B30, B4+B12+B12, B4+B12+B30, B4+B29+B30, B25+B26+B41, B25+B41+B41, B26+B41+B41, B41+B41+B41, B1+B3+B20, B1+B7+B20, B3+B3+B7, B3+B3+B20, B3+B7+B20, B3+B7+B7, B3+B20+B38, B3+B38+B38, B3+B3+B5, B3+B3+B8, B3+B7+B7, B3+B7+B28, B7+B7+B28, B28+B40+B40, B40+B40+B40
- Fallback: WCDMA/DC-HSPA+ (42/5.76 Mbps): Bands 1, 2, 4, 5, 8
- Power: LTE 23 dBm ± 1, HSPA+ 23 dBm ± 1
- Antennas: SMA & RP-SMA male plugs, torque not to exceed 4 in-lbs
- GPS: Active GPS support
- SMS: SMS support
- Industry Standards & Certs: CE, FCC, GCF-CC, IC, PTCRB, AT&T, Sprint, Sprint Curiosity™ IoT, Verizon, Verizon NEMO/DMNR for Primary Wireless Access, AS, NZS, SGP (IMDA)

IBR900LP5-AP, COR IBR950LP5-AP

IBR900/IBR950LP5 models include an embedded LTE Advanced 300 Mbps 4G LTE modem, and support Asia Pacific and Saudi Arabia. The LP5 modems support SIM-based, auto-carrier selection. Simply insert the SIM, and wait for the router to automatically detect the SIM and establish a connection.

- Technology: FDD/TDD (300 Mbps) LTE Advanced, DC-HSPA+
- Downlink Rates: LTE 300 Mbps, DC-HSPA+ 42.2 Mbps*
- Uplink Rates: LTE 50 Mbps, DC-HSPA+ 5.76 Mbps*
- Frequency Bands:
 - LTE Bands: 1, 3, 5, 7, 8, 18, 19, 21, 28, 38, 39, 40, 41
 - TD-SCDMA 39
- Carrier Aggregation:
 - 1 + 8/18/19/21, 3 + 5/7/19/28, 5 + 3/7, 7 + 3/5/7/28, 8 + 1, 18 + 1, 19 + 1/3/21, 21 + 1/19, 28 + 3/7, 38 + 38, 39 + 39, 40 + 40, 41 + 41
- Fallback: WCDMA/DC-HSPA+ (42/5.76 Mbps): Bands 1, 5, 6, 8, 9, 19

- Power: LTE: 23 dBm ± 1; DC-HSPA+: 23 dBm ± 1
- Antennas: SMA & RP-SMA male plugs, maximum torque not to exceed 4 in-lbs
- GPS: Active GPS support
- SMS: SMS support
- Industry Standards & Certs: CE, GCF-CC, RC Australia, others pending

*Theoretical

**Theoretical max speed with 2 LTE antennas

Support & Warranty

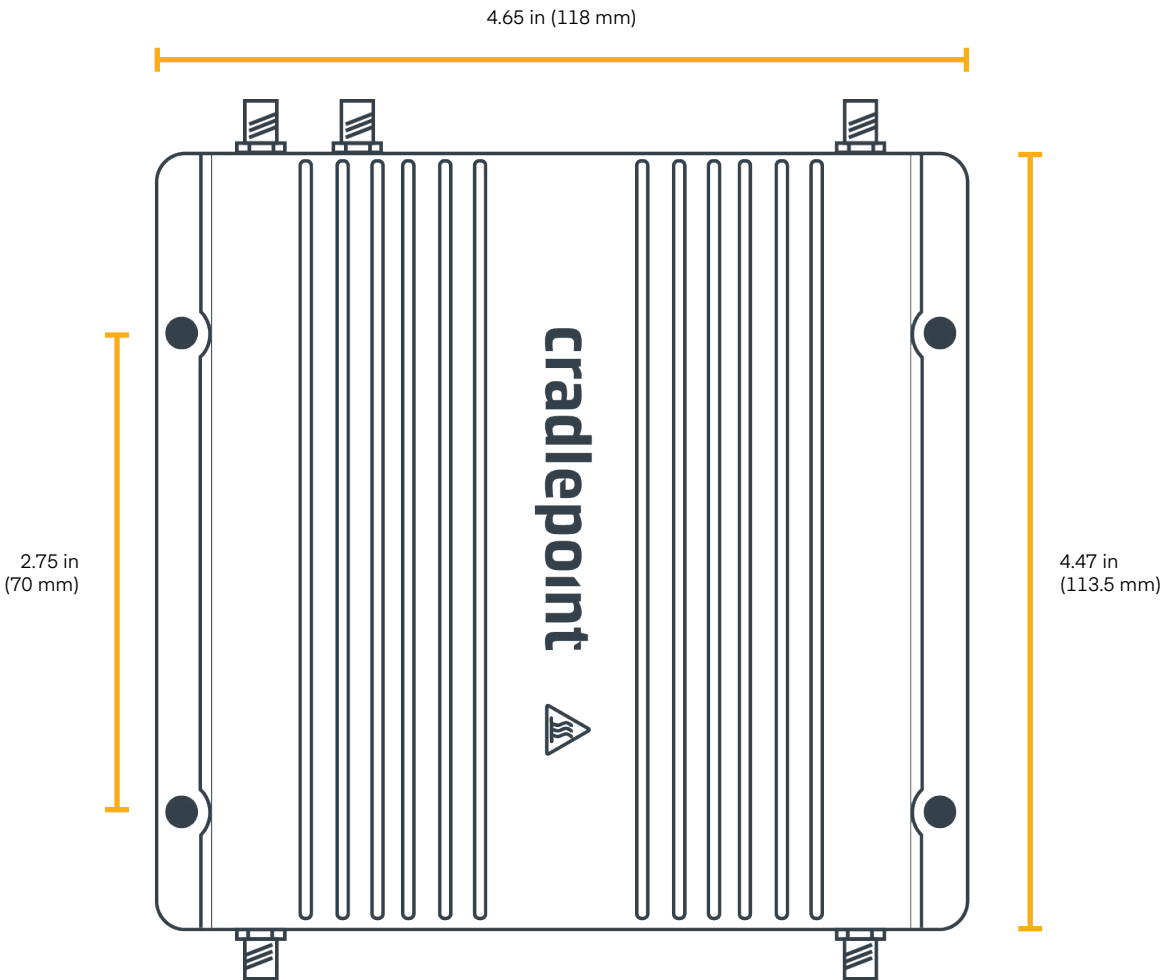
The IBR900 Series endpoints are only sold as components of NetCloud Packages.

- NetCloud Packages include support for the full subscription term.
- All Cradlepoint hardware products are covered by a limited lifetime warranty for as long as they have a subscription license to an active NetCloud Service Plan.

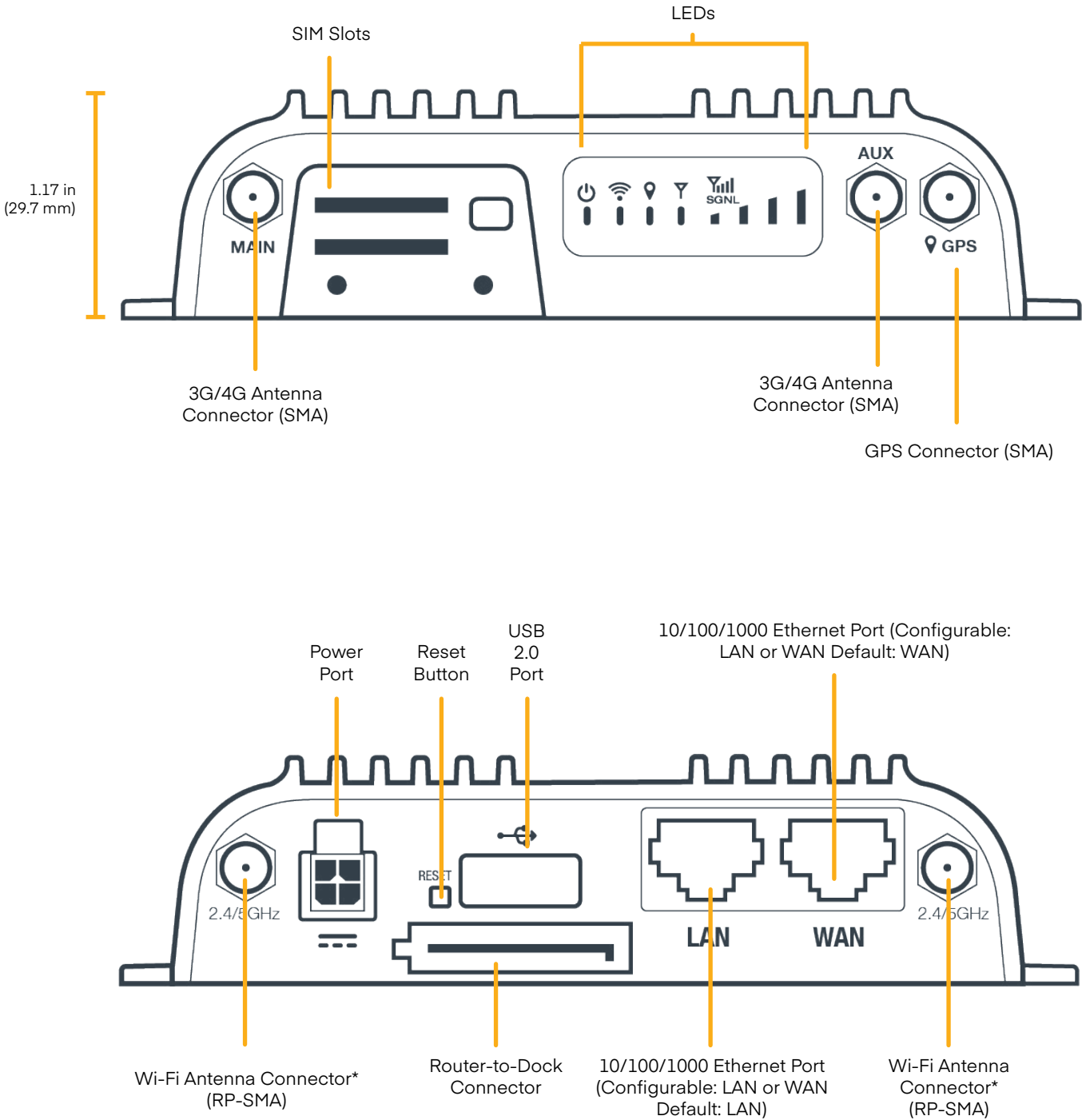
FirstNet and FirstNet Ready are registered trademarks and service marks of the First Responder Network Authority, an independent authority within the U.S. Department of Commerce.

Hardware

Top



IBR900-1200M-B & 600M



*Only on IBR900

LEDs

Indicator	Behavior
	Power: The Cradlepoint IBR900/IBR950 must be powered using an approved 9–33 V DC power source. - Green = Powered ON. - No Light = Not receiving power. Check the power source connection.
	WiFi Broadcast: Indicates WiFi activity (IBR900 only). - Green = On and operating normally. - Yellow = Attention.
	GPS: Indicates the status of GPS connection. - Blue = GPS locked. - Blinking Blue = Obtaining lock. - No Light = Off/no lock.
	Embedded Modem: Indicates information about the embedded modem. - Green = Modem has established an active connection. - Blinking Green = Modem is connecting. - Amber = Modem is not active. - Blinking Amber = Data connection error. No modem connection possible. - Blinking Red = Modem is in the process of resetting. - No Light = Modem not connected.
	Signal Strength: Blue LED bars indicate the active modem's signal strength. 4 Solid Bars = Strongest signal. 1 Blinking Bar = Weakest signal. (A blinking bar indicates half of a bar.)
Other	Additional LED Indicators: - Several different LEDs blink when the factory reset button is detected. - Two of the modem LEDs blink red in unison for 10 seconds when there is an error during NCOS upgrade. - Dock Ethernet LEDs: only right LED will light up and/or blink with data. - When an external USB modem is plugged in, only the Signal Strength LEDs will light up.



TOUGHBOOK 20

- 10.1" fully rugged PC for use as a laptop or tablet
- Infrared webcam and Windows Hello enables biometric user authentication
- Optional quick-release SSD includes insertable SmartCard CAC reader
- Bridge battery enables hot-swap battery replacement for continuous use
- Integrated 2nd battery, CAC SmartCard, fingerprint, magstripe, barcode options and more
- Optional FirstNet Ready™ EM7511 Band 14 mobile broadband

THE WORLD'S FIRST FULLY RUGGED DETACHABLE LAPTOP.

The TOUGHBOOK 20 is the first fully rugged detachable PC with a removable keyboard that quickly transforms from a laptop into a fully functioning tablet with just one hand. At only 3.9 pounds, it's good on the go with a clever built in handle that also functions as a kickstand, a bridge battery that allows hot swappable battery replacement while running without disruption and the broadest range of ports and integrated options in its class including optional FirstNet Ready™ CF-20 EM7511 Band 14 mobile broadband. The TOUGHBOOK 20 display can be used with or without gloves and its sunlight-viewable 800 nit IPS display with direct bonding enables wider viewing angles and richer colors.

MIL-STD-810G

MIL-STD-461F

IP65

C1D2
HAZ LOC

4-FOOT
DROP RATING

TOUGHBOOK®

na.panasonic.com/us/TOUGHBOOK20 | 1-888-245-6344

TOUGHBOOK 20 MK2

SPEC SHEET



TOUGHBOOK 20

SOFTWARE

- Windows® 10 Pro 64-bit
- Panasonic Utilities and Recovery Partition
- Enterprise ready driver packages including CAB files and one-click driver bundles

CERTIFICATIONS AND DURABILITY

- MIL-STD-810G – 4' drop (5' tablet only) shock, vibration, rain, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, solar radiation, salt fog, humidity, explosive atmosphere¹
- MIL-STD-461F¹
- IP65¹
- Optional ANSI hazardous location C1D2 (class 1 div 2) groups ABCD
- Magnesium alloy chassis encased with ABS and elastomer edges
- Fanless sealed all-weather design
- Built-in dual purpose handle & kickstand
- Solid state drive heater
- Optional quick-release storage drive^{4,8}
- Removable battery
- Optional rotating hand strap
- Reinforced locking port covers
- Raised bezel for LCD impact protection
- Replaceable screen protector

CPU

- Intel® Core™ i5-7Y57 vPro™ processor – 1.2GHz with Turbo Boost up to 3.3GHz, 4MB cache

STORAGE & MEMORY

- Factory installed 8GB or 16GB SDRAM (LPDDR3-1866MT/s)²
- 256GB or 512GB SSD with heater²
- Optional quick-release SSD (comes with Insertable Smartcard CAC reader)^{4,8}
- Optional OPAL encrypted SSD with heater

DISPLAY

- 10.1" WUXGA 1920 x 1200 – Capacitive gloved multi touch + digitizer
- 2-800 nit
- IPS display with direct bonding
- Anti-reflective (AR) and anti-glare (AG) screen treatments
- Intel® HD Graphics 615
- 4 monitor support
- Concealed mode (configurable)

AUDIO

- Integrated dual array microphone
- Intel® High Definition Audio compliant
- Integrated speaker
- On-screen and button volume and mute controls

CAMERAS

- 1080p webcam with dual array mic – Infrared with Windows Hello support
- 8MP rear camera with autofocus and triple LED flash

KEYBOARD & INPUT

- Waterproof IP55 stylus pen with integrated stylus holder, tether and cleaning cloth
- Supports glove mode and rain mode
- 7 tablet buttons (5 user-definable including A1/A2 buttons)
- On-screen QWERTY keyboard
- 82-key with dedicated Windows® key
- Emissive white backlit keyboard with 4 adjustable levels
- Pressure-sensitive touchpad with multi touch

INTERFACE & EXPANSION

- On the tablet:
 - USB-A 3.0 x1 (1.5A)
 - Optional 2nd USB-A 2.0^{3,4}
 - MicroSDXC UHS-I
 - HDMI
 - 10/100/1000 Ethernet RJ-45
 - Optional Serial (True) D-sub 9-pin^{3,4}
 - Audio In/Out 3.5mm Mini-jack stereo
 - SIM 4FF
- On the keyboard:
 - Docking Connector 24-pin
 - USB-A x3 (3.0 x2, 2.0 x1)
 - SDXC UHS-I
 - HDMI
 - VGA D-sub 15-pin
 - 10/100/1000 Ethernet RJ-45
 - Serial (USB) D-sub 9-pin

WIRELESS

- Optional (EM7455 or Band 14 EM7511) 4G LTE-A multi carrier w/satellite GPS⁵ – AT&T, FirstNet™, Verizon
- Optional dedicated GPS (u-blox NEO M8N)⁵
- Dual antenna pass-through
- Intel® Dual Band Wireless-AC 8265 Wi-Fi 802.11a/b/g/n/ac
- Bluetooth® v4.1 (Class 1) + EDR

SECURITY FEATURES

- TPM v2.0
- NIST BIOS compliant
- Persistence® technology by Absolute embedded in BIOS⁷
- Kensington cable lock slots x2 (on tablet and keyboard)
- Optional fingerprint reader⁸
- Optional insertable SmartCard CAC reader⁸
- Optional contactless SmartCard CAC reader⁸ – 13.56MHz (ISO 14443 A/B compliant)

POWER

- Li-Ion Battery:
 - 8.5 hours (17 hours with opt. 2nd battery)⁶
 - 11.4V, 2600mAh (each battery)
- Bridge battery: 1 minute hot swap time
- Battery charging time: 3 hours (3.5 hours with opt. 2nd battery)⁶
- AC Adapter: AC 100V-240V 50/60Hz, auto sensing/switching worldwide power supply

DIMENSIONS & WEIGHT

- 10.7" (L) x 9.2" (W) x 1.3" (H)^{4,9}
- 3.9 lbs.¹⁰

WARRANTY

- 3-year limited warranty, parts and labor

INTEGRATED OPTIONS

- Choice of 4G LTE multi carrier with satellite GPS (EM7455 or Band 14 EM7511) or dedicated GPS (u-blox NEO M8N)
- Choice of 1D/2D capable barcode reader (N6603), serial (true), or second USB-A 2.0 port
- Choice of magstripe, insertable SmartCard CAC, contactless SmartCard CAC or fingerprint reader or quick-release SSD (comes with insertable SmartCard CAC)⁴

Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK 20 and the wide variety of accessories and services offered.

- 1 Tested by national independent third party lab following MIL-STD-810G Method 516.6 Procedure IV for transit drop test and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP65. 461F requires CF-AA5713AM.
- 2 1GB=1,000,000,000 bytes. Total usable memory will be less depending upon actual system configuration.
- 3 Barcode, Serial (true) and 2nd USB-A Port are mutually exclusive.
- 4 Magstripe, Serial, 2nd USB-A, Barcode+Insertable SmartCard or Quick-release SSD integrated options increase overall height and prohibit use in convertible mode.
- 5 Dedicated GPS and 4G LTE are mutually exclusive.
- 6 Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery testing results from MobileMark 2014 at 150 nit and no cellular mobile broadband.
- 7 Requires software and activation to enable theft protection.
- 8 Magstripe, Insertable SmartCard, Contactless SmartCard, Fingerprint Readers and optional Quick-release SSD (comes with Insertable SmartCard) are mutually exclusive.
- 9 Includes tablet and keyboard with handle. Tablet when detached is 10.7" (L) x 7.7" (W) x 0.6" (H). Optional Quick-release SSD (comes with Insertable Smartcard CAC reader) adds 0.5" (H).
- 10 Includes tablet and keyboard with handle. Tablet when detached is 2.1 lbs. Optional 2nd battery weighs 0.4 lbs. Optional Quick-release SSD (comes with Insertable Smartcard CAC reader) adds 0.5 lbs.



iPad

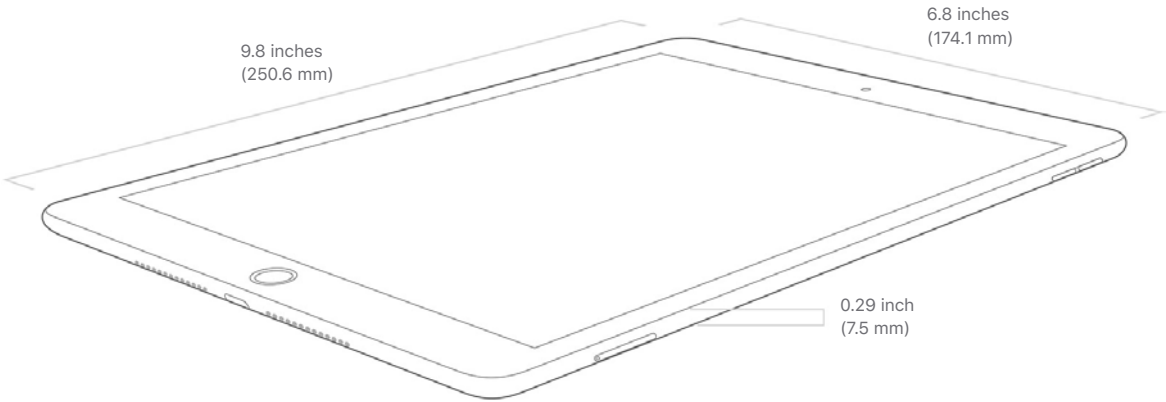
Finish



Capacity¹

32GB
128GB

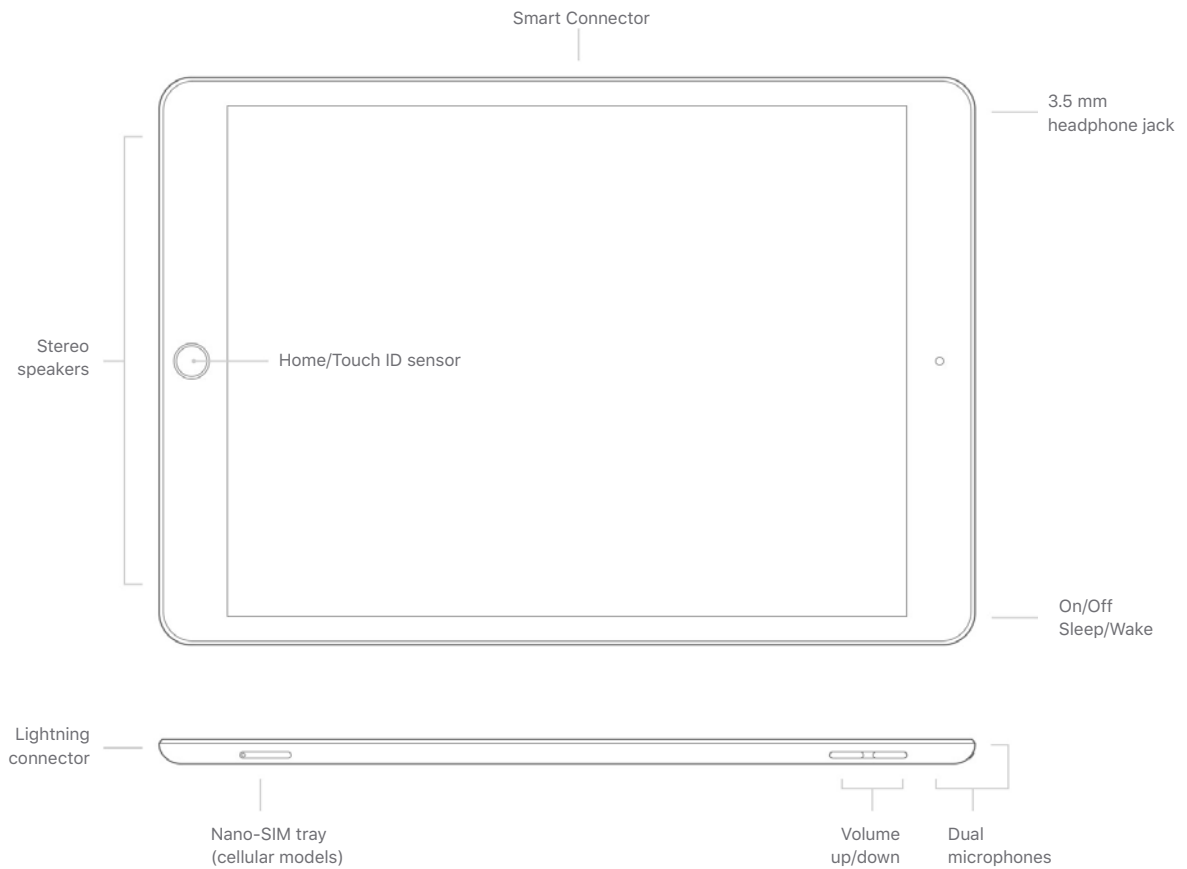
Size and Weight²



Wi-Fi models
1.08 pounds (490 grams)

Wi-Fi + Cellular models
1.09 pounds (495 grams)

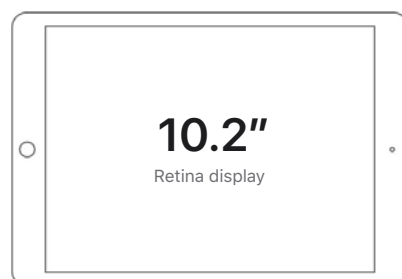
Buttons and Connectors



In the Box

iPad
Lightning to USB-C Cable
USB-C Power Adapter

Display



Retina display

10.2-inch (diagonal) LED-backlit Multi-Touch display with IPS technology
2160-by-1620-pixel resolution at 264 pixels per inch (ppi)
500 nits brightness
Fingerprint-resistant oleophobic coating

Chip



A12 Bionic chip with 64-bit architecture
Neural Engine

Camera

8MP camera
 $f/2.4$ aperture
Five-element lens
Hybrid IR filter
Backside illumination
Live Photos
Autofocus
Panorama (up to 43MP)
HDR for photos
Exposure control
Burst mode
Tap to focus
Timer mode
Auto image stabilization
Body and face detection
Photo geotagging

Video Recording

1080p HD video recording at 30 fps
Slo-mo video support for 720p at 120 fps
Time-lapse video with stabilization
Video image stabilization
Body and face detection
3x video zoom
Video geotagging

FaceTime HD Camera	1.2MP photos <i>f</i>/2.4 aperture - Retina Flash - Backside illumination - Live Photos 720p HD video recording - HDR for photos - Body and face detection - Burst mode - Exposure control - Timer mode
Video Calling³	- FaceTime video - iPad to any FaceTime-enabled device over Wi-Fi or cellular
Audio Calling³	- FaceTime audio - iPad to any FaceTime-enabled device over Wi-Fi or cellular
Speakers	Stereo speakers
Microphones	Dual microphones for calls, video recording, and audio recording
Cellular and Wireless	All models - Wi-Fi (802.11a/b/g/n/ac); dual band (2.4GHz and 5GHz); HT80 with MIMO - Bluetooth 4.2 technology Wi-Fi + Cellular models - UMTS/HSPA/HSPA+/DC-HSDPA (850, 900, 1700/2100, 1900, 2100 MHz); GSM/EDGE (850, 900, 1800, 1900 MHz) - Gigabit-class LTE (Bands 1, 2, 3, 4, 5, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 21, 25, 26, 29, 30, 34, 38, 39, 40, 41, 66, 71)⁴

Data only⁵
Wi-Fi calling⁴
eSIM⁶
[Learn more about cellular data >](#)

SIM Card
Nano-SIM (supports Apple SIM⁶)
eSIM⁶

Location
All models
Digital compass
Wi-Fi
iBeacon microlocation

Wi-Fi + Cellular models
Built-in GPS/GNSS
Cellular

Sensors
Touch ID
Three-axis gyro
Accelerometer
Barometer
Ambient light sensor

Touch ID
Unlock iPad
Secure personal data within apps
Make purchases from the iTunes Store, App Store, and Apple Books

Apple Pay
Pay with your iPad using Touch ID within apps and on the web
Send and receive money in Messages
[Learn more about Apple Pay >](#)

Siri⁷

Use your voice to send messages, set reminders, and more

Get proactive suggestions

Use hands-free

Listen and identify songs

[Learn more about Siri >](#)

Power and Battery⁸

All models

Built-in 32.4-watt-hour rechargeable lithium-polymer battery

Up to 10 hours of surfing the web on Wi-Fi or watching video

Charging via power adapter or USB to computer system

Wi-Fi + Cellular models

Up to 9 hours of surfing the web using cellular data network

Operating System

iPadOS 14

iPadOS comes with powerful features and built-in apps designed to take advantage of the unique capabilities of iPad.

[See what's new in iPadOS 14 >](#)

Accessibility

Accessibility features help people with disabilities get the most out of their new iPad. With built-in support for vision, hearing, mobility, and learning, you can create and do amazing things.

[Learn more >](#)

Features include:

- Voice Control
 - VoiceOver
 - Zoom
 - Magnifier
 - Siri and Dictation
 - Switch Control
 - Closed Captions
 - AssistiveTouch
 - Speak Screen
-

Built-in Apps

App Store	Books	Calendar	Camera	Clock	Contacts
FaceTime	Files	Find My	Home	iTunes Store	Mail
Maps	Measure	Messages	Music	News	Notes
Photo Booth	Photos	Podcasts	Reminders	Safari	Settings
Shortcuts	Siri	Stocks	Tips	TV	Voice Memos

Free Apps from Apple

Pages, Numbers, Keynote, iMovie, GarageBand, Clips, and Apple Store app are preinstalled on iPad.

Pages	Numbers	Keynote	iMovie	GarageBand	Apple Store
Trailers	Music Memos	Clips	Swift Playgrounds	Support	

System Requirements

Apple ID (required for some features)

Internet access⁹

Syncing to a Mac or PC requires:

- macOS Catalina 10.15 using the Finder
- macOS El Capitan 10.11.6 through macOS Mojave 10.14.6 using iTunes 12.8 or later
- Windows 7 or later using iTunes 12.10 or later (free download from itunes.com/download)

Languages

Language support

English (Australia, UK, U.S.), Chinese (Simplified, Traditional, Traditional Hong Kong), French (Canada, France), German, Italian, Japanese, Korean, Spanish (Latin America, Spain), Arabic, Catalan, Croatian, Czech, Danish, Dutch, Finnish, Greek, Hebrew, Hindi, Hungarian, Indonesian,



ATTACHMENT 12

Code of Conduct Training

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



Falck

CODE OF CONDUCT



INTRODUCTION



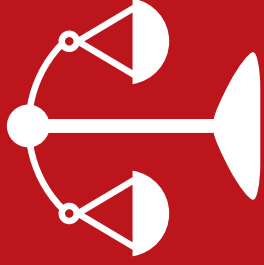
BRIBERY AND
CORRUPTION



FACILITATION
PAYMENTS



GIFTS AND
HOSPITALITY



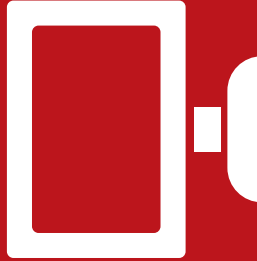
CONFLICT
OF INTEREST



FRAUD



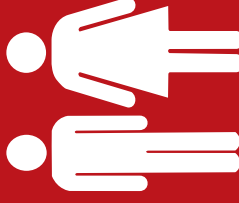
COMPETITION
COMPLIANCE



COMPANY ASSETS AND
DATA PROTECTION



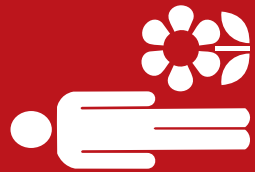
WORKING WITH
BUSINESS PARTNERS



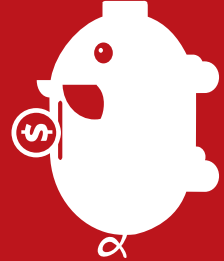
HUMAN RIGHTS



OCCUPATIONAL HEALTH
AND SAFETY



ENVIRONMENT



SOCIAL INVESTMENTS



FALCK ALERT



YOUR ROLE



A WORD FROM THE CEO

BEING A TRUSTED BUSINESS PARTNER

Each day we make decisions when assisting people in need, and complete trust is vital. This Code of Conduct secures that we conduct our business in a way that will never compromise the trust of our partners and customers.

This global Code of Conduct sets the minimum standards and ethical principles applicable to all employees and Business Partners. This Code of Conduct serves as a guideline and point of reference for anyone faced with dilemmas, doubts or concerns. By introducing this Code of Conduct, we provide everyone with a common understanding of how we conduct business and how it ties into their role.

Aside from using this Code of Conduct as a guide on how to conduct business, we will use it to set an example for each other, and report any concerns or violations of the Code of Conduct as soon as they arise. We need to safeguard our organization through transparency and by maintaining an ethical culture that feels comfortable with raising concerns when we fail to live up to our own and our communities' expectations.

Everyone has an obligation to act in accordance with our Code of Conduct. When faced with uncertainties it is our duty to ask for guidance.

JAKOB RIIS
PRESIDENT & CEO



SCOPE AND APPLICATION

This Code of Conduct (“the Code”) replaces the former Employee and the Supplier Codes of Conduct and will be periodically reviewed and updated. The Code has been consolidated into a singular Code applicable to everyone in the Falck Group and Business Partners – which includes our customers, suppliers, vendors, agents, and any other third parties with whom Falck has any form of alliance through an agreement.

This Code reflects the ethical principles which forms the basis upon which our employees and Business Partners must conduct business.

We adhere to **all applicable laws**, including the FCPA and the UK Bribery Act, and adhere to Falck **policies and procedures**

We set the example for each other by being **honest** and **fair**

We promote a **culture of integrity** with the highest ethical standard through **mutual respect and trust in each other**

We hold each other **accountable** and **report any potential violations** when we become aware of them

Non-compliance with this Code can result in re-training, disciplinary actions leading up to and including dismissal, as well as possible criminal sanctions depending on the act. In cases of doubt, please consult your manager or Global Compliance first before proceeding with the relevant decision or action.



Falck

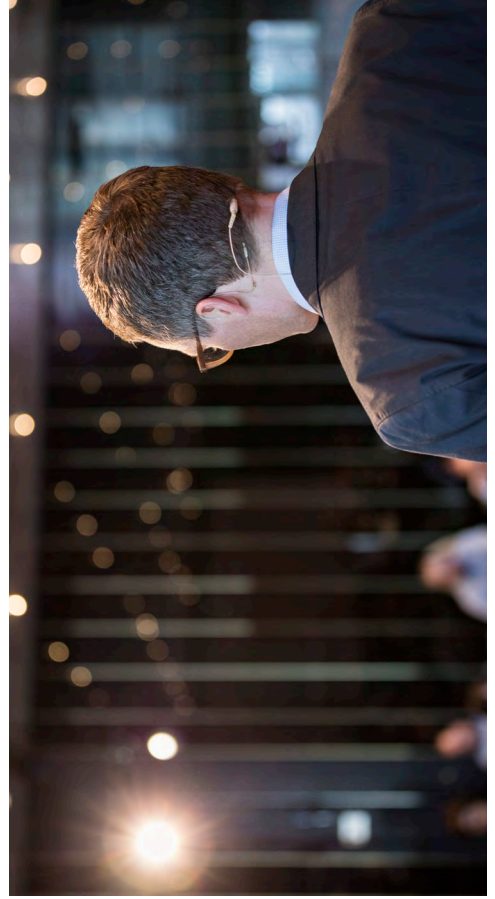


LAWS AND REGULATIONS

We conduct business in accordance with **all relevant laws and regulations in all countries** in which we operate. Where this Code conflicts with local law, and you are unsure how to proceed, the law takes priority. In case of any doubt as to the applicable law, please **consult Global Compliance**.

We conduct business in line with the **UN Global Compact** principles, respecting and promoting the principles set forth by implementing policies to ensure our compliance with them.

We expect our **Business Partners to adhere to and support** all applicable laws, regulations and such international initiatives. We will not conduct business with parties that do not share our principles.



WORKING WITH THIS CODE

On each page, we have highlighted **grey areas** that we might encounter as guidance on how to **Work with This Code**. In these specific situations, we have highlighted the essential elements to take into consideration when making decisions, giving us **the tools to make the best decision**. Each grey area will show which positive action they can take in that area, and on the other hand what they should not do in that area.

BRIBERY AND CORRUPTION

We believe that fair competition and integrity should be reflected in all our activities. We have a zero-tolerance approach towards any form of direct or indirect bribery and corruption; whether committed by employees, agents or any other Business Partners.

What is expected of you?

- Never offer, pay or accept bribes.
- You must refuse any payment to Public Officials that are not required by law or an existing written agreement.
- Only accept or give gifts in alignment with this Code.
- Never offer, pay or accept any form of kickback, rebate or anything of value to obtain any kind of business advantage, or personal benefit.
- Always ensure that the nature of all transactions is transparent.
- Report any actual, suspected or requests for bribes to your manager or Falck Alert.

WORKING WITH THIS CODE

Should I confront a Business Partner if we have found that they have recently been involved in a bribery case?



If you find that a Business Partner has been involved in a bribery case, you should raise your concern to your manager or Falck Alert. Our Business Partners' actions reflect on us as well.



We will not become party to any unethical or illegal dealings. Falck has a responsibility to ensure that all our Business Partners live up to our commitment to conduct business ethically.

Should I pay a cash amount at the border when on business travel?



The request for such payments may only be accepted as part of a legal procedure (e.g. fast-track option) and if a receipt can be obtained. Cash payments at borders are usually a bribe and therefore, cannot be permitted.



Small unofficial payments at customs are not permitted, except where an individual feels harm may be imminent. The payment must then immediately be reported to your manager and Global Compliance.



Falck





FACILITATION PAYMENTS

Facilitation payments are small payments or gifts (e.g. cigarettes, alcohol, perfume) given to Public Officials, intended to secure or speed up routine government actions, which you are already entitled to without the need for such payment; or to obtain unlawful preferential treatment.

What is expected of you?

- If a Public Official requests a facilitation payment, you may only make the payment if there is a threat to your or another person's health or safety. Afterwards, you must immediately report it to Global Compliance, and record it in your financial records.
- If faced with a demand for a facilitation payment, and there is no threat to health or safety, you should never make the payment. If one is requested:
 - » Question the legality of the request and inform the Public Official that it goes against our Code,
 - » Inform them that you need to call your manager or Global Compliance first for approval,
 - » If the Public Official persists, ask for a receipt or other documentation of the payment,
 - » If such a receipt cannot be given, ask to speak to their manager or supervisor,
 - » Record the payments in the books for accounting purposes, and
 - » Report the incident (without delay) in writing to your manager and Global Compliance.

WORKING WITH THIS CODE

Can I pay a small amount when we are pressed for time and need a permit from a local government?



If there is a fast track option where a receipt can be obtained, then such payments are permitted as these are not considered facilitation payments. All transactions must be legitimate and transparent.



Falck does not make any improper payments, or offer anything else of value to any government employee, or other Public Official to speed up or secure a process.

Are facilitation payments a form of bribery?



We recognise that there may be instances where facilitation payments are unavoidable, for example in instances where one's safety may be at risk. In these cases, you must always report the payment.



We find that, at the end of the day, there is no material difference between a bribe and facilitation payments. We will not engage in unethical or illegal behaviour to obtain or retain any of our business activities.

GIFTS AND HOSPITALITY

We are committed to conducting our business with integrity and in compliance with applicable anti-corruption and bribery laws and regulations. Gifts and Hospitality (G&H) could be considered part of doing business and maintaining relationships; however, these must be limited to the extent possible.

What is expected of you?

- Ensure that any G&H given or received have a legitimate business purpose, are of moderate value, and are reasonable, proportionate and appropriate to the relationship in each case.
- Think carefully about how our actions may be perceived by others, considering the frequency, type and purpose of each G&H.
- Ensure that any G&H of more than 100 USD in value is documented and approved by your manager.
- Do not accept personal benefits or favours of any kind.
- Seek approval from your manager for travel or lodging offered by a third party.
- Contact Global Compliance regarding any G&H (of any value) provided to Public Officials.
- Never give or receive G&H during periods where important business decisions are being made.
- Remember that the following are never acceptable G&H and should be rejected: cash or cash equivalents, personal services, loans, or any illegal gifts or activities.

WORKING WITH THIS CODE

When entertaining Business Partners, should we pay for food and drinks?



We may take Business Partners to dinner, but we shall be cautious and exercise discretion so that the benefit is appropriate to the relationship. Any expenses must be properly recorded according to internal controls.



Falck will not provide unreasonable or disproportionate hospitality. This is especially so during a negotiation period, as our actions during such a period could be perceived as an inducement to enter into a contract.

Upon conclusion of a contract with a new customer, can we give a gift to our Business Partner?



Giving gifts can be acceptable, but we must exercise caution by always considering the circumstances, type and purpose of the gift, and whether these are appropriate. Falck merchandise is not a mandatory gift, but it is a good and appropriate idea.



For the avoidance of doubt, the following are never acceptable gifts: cash or cash equivalents; illegal or indecent gifts; events where both parties are not present. We must always consider how our actions are perceived by others.



Falck





CONFLICT OF INTEREST

We need to ensure that business decisions are made in the best interests of Falck and never compromise our integrity or the trust of our Business Partners. Therefore, we disclose promptly any interest that might objectively be perceived as affecting our decision-making.

What is expected of you?

- Never involve yourself in commercial activities if they contain a financial or private interest that causes a conflict with your responsibility or business decisions at Falck.
- You must disclose and document any actual or perceived conflict of interest.
- Ownership or financial interest in a company that is a customer or supplier to Falck should be avoided unless disclosed and approved by your manager.
- Never direct business or give favourable terms to a company that you, a close friend or a family member has an interest in.
- Never hire friends or family unless they are the best qualified candidate and the relationship is disclosed and approved by your manager.
- Never allow situations where family members or close relatives are in direct reporting relationships or relationships involving supervision, evaluation, or determination of pay or other benefits.

WORKING WITH THIS CODE

I have managed the professional relationship with our chosen supplier for several years, do I have a conflict of interest?



The existence of a relationship does not in itself create a conflict of interest, but rather a conflict arises where the relationship has the potential to interfere with your ability to work in Falck's best interests.



You must ensure that all applicable processes and controls are applied correctly, even after a long period of business with a certain Business Partner.

Do I always need to disclose a conflict of interest?



Conflicts of interest can happen at any time and you have an ongoing duty to report them. You must always disclose a conflict of interest to your manager, despite other contractual or reporting obligations.



Individuals cannot rely on contractual clauses to cover their obligation of disclosing their actual, potential or apparent conflicts of interest. The disclosure must occur whenever a conflict arises.



FRAUD

At Falck, we must all act in an ethical and responsible way, in accordance with the company's policies and applicable laws and regulations. Falck does not tolerate any form of fraud, including theft, embezzlement, money laundering or misuse of the company's property.

What is expected of you?

- You must use Falck funds solely for company purposes.
- All credit cards expenses and reimbursements must be accurately reported and documented.
- Be aware that committing or participating in fraudulent activities is a serious criminal offence and consequently affects our reputation.
- You understand that embezzlement refers to the criminal act of withholding or misappropriating funds with the purpose of converting of those assets.
- Do not accept or authorize payments without the correct underlying documentation or invoice.
- You should keep accurate records of all transactions and keep them up to date.
- Refuse any cash payments or cheques issued by an unknown third party.
- Avoid any financial transactions, which bypass registration and reporting requirements.
- You must avoid making payments in countries where Falck has not received any service, unless it is documented and transparent.
- Always avoid process deviations such as insufficient, suspicious or false payment information.

WORKING WITH THIS CODE

Can we skip internal controls where a customer is in a hurry?



Falck processes and internal control should always be followed. Where there is no internal controls or processes, this must be defined and documented before proceeding with the action.



Internal control activities cannot be ignored merely because a customer is pressuring to accelerate the process. Furthermore, you are not entitled to make such promises at the risk of the business.

Can I use a Falck corporate cards for private purposes if I report it?



Falck's corporate cards serve the sole purpose of covering the employee's expenses related to work (e.g. accommodation and meals during a work trip). All expense claims must always be accurately reported.



Corporate cards are not to be used for private purposes, even during a business trip.



Falck





COMPETITION COMPLIANCE

We conduct our business in full compliance with applicable competition and antitrust laws. We are committed to fair, open and unrestricted competition and do not accept any form of illegal, anti-competitive behaviour or unethical practices as a means to win or maintain business.

What is expected of you?

- Never make agreements with competitors to determine or fix prices directly or indirectly.
- Never agree to share or allocate markets and/or customers, including agreeing bid or tender responses with competitors.
- Never collaborate with other companies to exclude competition.
- Never share commercially sensitive business information with a competitor or representative of a competitor, which may include information relating to prices, ongoing bids, terms and conditions, market share, costs or profit margins.
- When participating in trade associations or other interactions with competitor, never engage in any behaviour contrary to this Code. If a competitor seeks to engage in such behaviours, express your disagreement and withdraw from the discussion.
- If we hold a leading market position, never act in a way that could be perceived to abuse this position (such as selling products or services below cost, or charging excessive prices), or be in breach of local laws and regulations.

WORKING WITH THIS CODE

Can I discuss our pricing strategy with other companies when they are not our competitors?



Falck encourages well-functioning markets and does not participate in anti-competitive behaviour. Pricing strategy is particularly sensitive information, and we will not share this with any third parties.



We do not disclose pricing strategies to any companies competing with Falck. Sharing such sensitive information with competitors constitutes an anti-competitive behaviour that restricts fair competition.

Do I need prior approval to attend a trade association event?



You do not necessarily need approval to attend a trade association event but must comply with this Code when doing so. In case of doubt or some concern, please consult your manager or Global Compliance.



Falck will not share competitively sensitive information with competitors or their representatives. Information about competitors must be obtained in a lawful manner, e.g. from public sources.



COMPANY ASSETS AND DATA PROTECTION

We all have a responsibility to take care of our company assets, to make good use of the equipment and to ensure that personal data is treated and processed in a legitimate way. We use our assets – human, financial, physical and intellectual – efficiently to grow our business.

What is expected of you?

- Only make use of company assets for working purposes, unless otherwise authorised.
- Never seek personal gain from the use, sale, transfer or other disposal of our company assets.
- Always value company time and work diligently to fulfil the responsibility of your role.
- Ensure no confidential company information is shared with anyone, unless authorised.
- Ensure your social media usage and public speaking related to Falck is accompanied with respect, good judgement, responsibility and loyalty to the company.
- You must treat confidential information and personal data from Business Partners responsibly, meeting all applicable data protection laws and regulations.
- Never share personal data unless such sharing complies with applicable data protection laws and regulations and is undertaken in a secure manner.

WORKING WITH THIS CODE

Can I discuss company matters with a colleague whilst on public transport?



Employees must, when publicly discussing company matters, act in a responsible manner. Ensure nobody is listening when discussing company matters in public to ensure no confidential information is shared.



It is important to keep confidential company information within Falck, and not in the hands of any external parties. Internally, information shall only be shared on a need to know basis.

How can I treat confidential information and personal data correctly?



Falck provides training and resources so that our employees know what controls to implement to ensure they treat data correctly, such as retention policies in our email, shredding confidential documents, etc.



We act responsibly when in possession of such data by ensuring we have taken steps to protect it. We will not leave sensitive information lying around the office, nor leave our computer unlocked and unattended.





WORKING WITH BUSINESS PARTNERS

We recognise that the actions of our Business Partners reflect on us. Falck therefore seeks an ethical and transparent relationship with its Business Partners and expects Business Partners to adhere to all applicable laws and regulations, and follow the principles expressed in our Code.

What is expected of you?

- Our interactions with Business Partners must be transparent and open.
- You ensure Business Partners do not damage Falck's reputation.
- Ensure that Business Partners adhere to our Code when acting on our behalf.
- Only pay a Business Partner an amount that is proportionate to the services provided.
- Ensure that we receive a genuine, professional service from our suppliers and agents.
- When selecting suppliers and vendors, do not let your decisions be influenced by bribes, kickbacks, gifts, favours or entertainment.
- Do not offer or accept Gifts and Hospitality that do not comply with this Code, applicable law, including local laws and regulations.
- You ensure adequate due diligence is conducted on Business Partners prior to contracting, especially with Business Partners that are owned or controlled by the government, by a Public Officials, or by your close family members.

WORKING WITH THIS CODE

How does a Business Partner's conduct reflect on our reputation?



Our Business Partners' conduct will reflect on us where they are not compliant with this Code or applicable laws. We must therefore ensure that our interactions with Business Partners are transparent and legitimate.



We will not enter into an agreement with Business Partners that do not share or support our principles, or this Code. We will therefore not let our decisions be influenced by any illegal or unethical inducements.

Are our suppliers subject to compliance clauses?



Suppliers are expected to comply with our Code, its policies and our ethical principles. Direct suppliers are responsible for ensuring that any sub-suppliers adhere to a substantially equivalent business conduct.



Direct suppliers must perform due diligence on their sub-suppliers and must share the result with Falck on request. If applicable, Falck has the right to disapprove of sub-suppliers.

HUMAN RIGHTS

Falck adheres to all relevant laws and regulations aimed at the protection and promotion of human rights globally and at work. We train our employees in human rights, respect their right to freedom of association, and recognise the right to be member of a union or other collective bargaining group.

What is expected of you?

- You participate in the development of a culture that supports and respects human rights.
- You adhere to laws and regulations relating to labour conditions, ensure that employees and other workers are compensated fairly, receive sufficient breaks and are employed of their own free will.
- Apply relevant and objective criteria when making decisions regarding hiring, promotions and compensation.
- Never discriminate based on gender, ethnic origin, race, religion, age, sexual orientation, parental and marital status, etc.
- Never participate in any kind of harassment. This includes any unwelcome verbal or physical conduct which creates a hostile or offensive working environment for anyone at work.

WORKING WITH THIS CODE

How do Human Rights apply to me at work?



At Falck, we adhere to all relevant laws and regulations, as well as conducting training and onboarding procedures to ensure that we build up a compliance culture that respects the protection of human rights.



Our goal is to reduce and eliminate any adverse human rights impacts we may have in our organisation and supply chain. This is done by conducting adequate due diligence in all our activities.

How can we conduct business with integrity in the workplace?



We will only make use of objective criteria such as merit, performance reviews and other relevant criteria when considering promotions or new hires. We do not discriminate anyone.



We do not participate in any harassment, which can include any behaviour, which affects an individual or party's dignity and is considered unwanted, inappropriate or offensive.



Falck





OCCUPATIONAL HEALTH AND SAFETY

We see it as our duty to protect our employees, Business Partners and anyone affected by our activities, by ensuring that workplaces are operated in a safe and sound manner. We motivate, train and involve people in occupational health & safety.

What is expected of you?

- Take all appropriate precautions to ensure your own safety and those of others around you.
- You promote a healthy and safe working environment.
- Ensure that you, and others, are aware of our health & safety policies and procedures, and are aware of how they impact our work.
- You use the appropriate personal protective equipment where necessary and in accordance with the correct procedures.
- You never compromise on health & safety and report any concerns you may have to your manager.
- You communicate new opportunities and changes in your daily work routines to your manager to improve health & safety practices.
- You never consume, or are under the influence of alcohol or drugs at work.

WORKING WITH THIS CODE

Can we follow another person's habits rather than our regular training procedures?



We ensure that you are trained according to legal and internal standards to carry out your work safely. You are encouraged to speak up where you may feel that we are not meeting this standard.



We recognize that good health & safety management is a strong contributor to our success. We must follow the internal instructions without taking a different approach even if it seems faster or easier.

I have noticed that a colleague does not follow the standard procedure, should I report this behaviour?



Our procedures are in place to ensure that you are not injured at work or risk injuring other people. You should report any illegal or inappropriate conduct to your manager or Falck Alert.



It is strictly prohibited to be under the influence of alcohol or drugs at work. If you notice behaviour that does not follow our standards and procedures, you must always report it.



ENVIRONMENT

At Falck, we aim to mitigate as far as possible any negative environmental impact that our business activities may cause. We expect our employees and Business Partners to support a precautionary approach to the environment and take steps to work in a sustainable manner.

What is expected of you?

- You comply with the rules of national and local authorities regarding the environment and the workplace.
- You continuously work to generate the smallest possible detrimental impacts for the environment when making business decisions.
- Ensure the efficient use of Falck's resources and contribute to energy saving and efficiency objectives, including on reduction of water and natural resources consumption, waste, and carbon emissions.
- You encourage our Business Partners to act in an environmentally conscious way and to comply with applicable environmental laws and regulations.

WORKING WITH THIS CODE

How can we apply environmental consciousness into our everyday work?



In every decision we make, we consider the impact on the environment. By encouraging individuals to make a sustainable use of resources, fuel and electricity, we create a climate-conscious working environment.



We expect our Business Partners to implement environmental controls in their products and with their subcontractors. We will ensure that our activities do not create unnecessary damage to the environment.



SOCIAL INVESTMENTS

Social investments are defined as charitable, non-commercial contributions in the form of funds, goods or services. To maximise our impact, Falck will focus on social investment activities that demonstrate a clear link to our business.

What is expected of you?

- You understand that social investments, such as providing first aid training before professional care arrives on-site, are our focus as they are closely linked to our business.
- Avoid conflicts of interests when deciding on social investments.
- Social Investments must be approved by appropriate management based on documentation.
- Social Investments must be preceded by appropriate due diligence of the target.
- Avoid making or being involved in political investments.

WORKING WITH THIS CODE

Can we make charitable donations to any recognised organisation?



Donations to well-known charities are acceptable as long as they are made in a responsible and transparent manner, and they are compliant with the Social Investments Policy.



Falck does not make donations that have not been preceded by the appropriate due diligence as well as approval from management. Furthermore, social investments to individuals is not permitted.

Must all social investments be approved by executive management?



To ensure that our social investments are transparent, legitimate and in accordance with the Policy, they must be preceded by written approval from the relevant management, along with the correct documentation.



Falck funds will not be used to make a donation that has been requested or suggested by a Public Official. All our investments must be in line with the Social Investments Policy and clearly linked to our business.

FALCK ALERT

We encourage employees to raise their concerns about irregularities or improper actions that have already been committed, are likely to be committed in the future or actions that fail to comply with applicable laws and regulations, this Code or internal procedures – www.falckalert.com.

What is expected of you?

- Falck Alert is a global Whistleblower system that can be used in 8 different languages 24/7.
- You raise any concern through the available channels (local manager, HR, Global Compliance) or by using the Whistleblower system 'Falck Alert'.
- Reports can either be made online (Falckalert.com) or by using the app Falck Alert. The system guarantees anonymity.
- All data will be processed with a high level of security. Data is deleted when no longer needed.
- Reporters will be protected from retaliation.
- By making a report, you are giving Falck the opportunity to deal with the issue directly. Remaining silent about possible misconduct may worsen a situation and decrease trust.

WORKING WITH THIS CODE

Should I report any unethical behaviour when I see it?



Falck encourages all employees to report, in good faith, any concerns or knowledge of improper actions. This could include, amongst others: unlawful activity; fraud; bribery or corruption; violation of internal policies.



You should not ignore suspected or actual unethical or illegal conduct, but you should make use of reporting channels where necessary. Falck Alert should not be used for ordinary employment or practical complaints.

Is reporting on Falck Alert only available for certain employees?



Making a report on Falck Alert is available to all employees at any time, either online or by using the app. A report can be made anonymously for those that may prefer it.



Reports must only be made in good faith and without malicious intent. An employee found responsible for making a report in bad faith will be subject to disciplinary action.



Falck





Falck



YOUR ROLE

The Code **cannot address every situation** that we will face in our businesses as there will continue to be emerging areas, legal and regulatory uncertainties, risks and challenges going forward. In all cases **your responsibilities** include:

- Read, understand and follow the Code and its policies
- Promptly raise any concerns through the channels provided
- Know when to seek guidance or request more training
- Avoid any practices that may lead to unlawful conduct or damage Falck's reputation
- With every decision and action, consider first
 - » Is it legal?
 - » Is it consistent with our Code and policies?
 - » Would you be comfortable with this being released to the press?





DEFINITIONS

BUSINESS PARTNERS

Business Partners include any commercial entity or individual with whom Falck has any form of alliance through an agreement. This can include, among others, customers, clients, suppliers, agents, etc.

COMMERCIALLY SENSITIVE BUSINESS INFORMATION

Commercially sensitive business information is any information that, if disclosed, could influence Falck's commercial interests or have economic harm. This could include, among others, pricing strategies, trade secrets, profit margins, contractual clauses, etc.

COMPANY ASSETS

Company assets includes any tangible and intangible Falck resources. Some examples of this can include Falck funds, software systems, confidential information of the company, inventories, computers, buildings, etc.

CONFLICT OF INTEREST

A conflict of interest occurs where an individual's or party's private or personal interests conflict with Falck's interest as well as their ability to work

in Falck's best interest. The private or personal interests could include any close connection to another individual or party, such as familial or friendship ties, as well as commercial or financial interests, such as having a stake in another party's company.

FRAUD

Fraud is the deliberate deception intended to secure financial or personal gain or to deprive another individual or party of their valuables.

GIFTS AND HOSPITALITY

In the context of this Code, Gifts and Hospitality is intended to cover any kind benefit conferred to obtain a business advantage without receiving a benefit in return. A benefit conferred can be anything tangible as well as personal benefits, such as loaning your summer house to a supplier. Gifts and Hospitality will include, among others, entertainment, dinners and lodging.

KICKBACK

A kickback is a form of negotiated bribery where a commission is paid to an individual or party in exchange for services rendered.

MONEY LAUNDERING

Money laundering refers to a type of transaction, or series of transactions, used in order to hide the real origin of illicit money to make the funds appear legitimate.

PUBLIC OFFICIALS

- a. Any appointed official or any director, officer or other person employed in any capacity
 - i. at any level of national, regional or local government (e.g. employees of customs and immigration authorities),
 - ii. at any entity owned, managed or otherwise controlled by any government or political party
 - iii. in any public international organization such as the United Nations or the European Union, including any department or agency thereof,
- b. any candidate or officer or other person employed by a political party, or
- c. any person acting in any official capacity for or on behalf of any person or organization listed in a. or b.

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Version 1.0 - August 2018



ATTACHMENT 13

Patient Care Equipment - Brochures & Specifications

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



Power-PRO™ XT

powered
ambulance cot

Power-PRO XT

powered ambulance cot

Shown with optional accessories.

Reduce the risk of injuries when
raising and lowering

**Power-PRO XT reduces risk of cumulative trauma injuries,
and lost or modified workdays.**

Power raise and lower
using your finger, not your back.



**Raise and lower patients with the
touch of a button³**

Operator injuries result from repetitive spinal loading. Our innovative powered ambulance cot is designed to lift patient weight with the touch of a button — not your back.

Medics experience frequent spinal loading due to repetitive motions such as lifting, lowering, carrying, and bending. Use of the Power-PRO XT has proven to reduce spinal loading, resulting in reduced injuries, lost or modified workdays and Workers' Compensation costs, and increased recruitment and retention. The Stryker Power-PRO XT — now the industry standard of care.

- **An innovative battery-powered hydraulic system raises and lowers the patient at the touch of a button.³**
- **Utilizes an easy-to-use manual back-up system for all powered cot functions.**
- **The retractable head section reduces footprint, and allows the cot to navigate very tight spaces in any height position.**
- **A Stryker exclusive: automatic high-speed retracting feature saves precious seconds when loading and unloading.**
- **Reduces workers' compensation costs, injuries, and lost and modified workdays, while improving recruitment and retention.**

Reduce load and unload times

A Stryker exclusive. The high-speed retract system of the Power-PRO XT will reduce your load and unload times. When the cot senses the weight is off the wheels, the base will fully retract in 2.4 seconds when the "minus" button is depressed.





Shock, Flat Leg, or Optional Knee Gatch Positioning

Knee gatch provides patient comfort and greater lift clearance.

Bolster Mattress

The Stryker-preferred sealed bolster mattress provides patients a greater sense of security during transport.

Fold-Down Side Rails

A Stryker innovation. Side rails are designed to provide patients with a greater sense of security.

Settable Load Height with Jog Function

A Stryker exclusive. Adjusts to fit your ambulance.

Pneumatically Assisted Backrest

A Stryker innovation. Significantly reduces operator effort and increases patient comfort.

Retractable Head Section

Provides 360-degree mobility in any height position.

Hydraulic Lift System

Battery-powered hydraulic lift system with manual back-up for operator confidence.

Patented X-frame

Proven reliability. Will **NOT** "hot drop."

X-frame Guards

Protect X-frame from ambulance bumper contact.

Lift-Capable Safety Bar

Assures handling confidence. Reduces lift height for smaller operators.

Head- and Foot-end Lift and Grip Section

Unmatched ergonomics. Lifting handles optimized to 30 degrees, the angle preferred by most operators. Grips have a textured, durable, nonslip surface for maximum operator control.

Foot End Controls

Controls are duplicated on both upper and lower lift bars to accommodate operators of all sizes.

Oversized Wheels

Requires less force to roll, improving maneuverability over rough terrain.

700lb
capacity



The retractable head section with safety bar has conveniently located release handles that retract the head section into the cot. The safety bar release is designed to keep hands away from the cot mechanism for safety.

Retractable Head Section

Provides 360-degree mobility in any height position.

Features

1 Textured Hand Grips

At the head and foot end provide a durable nonslip surface for operator control.

2 Battery Pack Power Level Indicator

Keeps operator informed of power status and flashes amber when the battery pack needs to be changed.

3 Hour Meter

Indicates how many hours the cot has been in operation for preventive maintenance purposes.

4 Built-in Pull Handle

Offers maximum operator control during transport and stows out of the way when not in use.

5 Shock, Flat Leg, or Optional Knee Gatch Positioning

Knee gatch provides patient comfort and greater lift clearance.

6 Battery Pack Release Control

Accessible and easily changed in any situation.

7 Manual Back-up Release Handle

Allows non-powered operation of all powered cot functions.

8 Power Controls

Contoured control buttons allow for instant touch recognition and ease of operation.

9 Lower Lifting Bar

Provides maximum versatility for operators of all sizes.

Warranty

- Two-year parts, labor, and travel
- One-year soft goods
- Three-year X-frame components
- Three-year limited powertrain
- Lifetime on all welds*

Extended warranties available.

* 7-year service life

Certifications

CE  IPX6 IEC-60601



Marine-grade Hydraulic System

Provides reliable operation in harsh conditions.



Hand Clearance

Hand clearance around the litter frame for operator safety.



Built-in Pull Handle

Offers maximum operator control during transport and stows out of the way when not in use.



In-fastener Shut-off

Automatically disables cot when locked in the cot fastener system for safety.



SMRT™ Power System

Automatic power management, zero memory, and in-vehicle charging. 12V ships with cot.



Lift-capable Safety Bar

Assures handling confidence. Reduces lift height for smaller operators.

Optional Features



Power-LOAD™ Compatibility

An industry first, the Power-LOAD cot fastener system improves safety to you and your patients by lifting and lowering the Power-PRO XT cot into and out of the ambulance—helping to reduce spinal loads that result in cumulative trauma failure. The Power-LOAD cot compatibility option allows the Power-PRO XT to be fully compatible with the Power-LOAD system. This system meets dynamic crash test standards for maximized occupant safety⁵ and will automatically charge the Power-PRO XT SMRT battery.



Antenna

Allows for wireless communication between the Power-PRO XT and the Power-LOAD system.



Locking Pins

Secures the head end of the cot into the Power-LOAD system for loading and unloading.



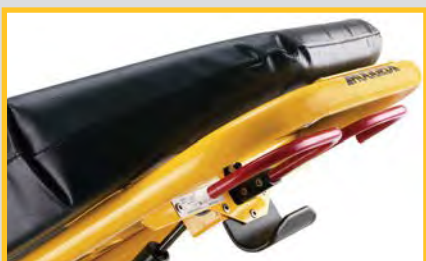
Foot-end Hitch

Secures the foot end of the cot into the Power-LOAD system for transport.



Power Controls

Controls the Power-LOAD system during loading and unloading for ease of operation and maximum convenience.



Equipment Hook (Fits most monitors)



Steer-Lock



Knee Gatch



Retractable Head-end O₂ Bottle Holder

- **Heavy duty two- or three-stage IV poles** (patient right or left)
- **Permanent or removable O₂ bottle holders** (head-end, foot-end, or fowler)
- **Dual wheel locks**
- **Head extension with pillow**
- **Equipment hook**
- **Backrest storage pouch**
- **Steer-Lock**
- **Defibrillator platform**
- **Transfer flat**
- **Base storage net**
- **Knee gatch**
- **SMRT charger mounting bracket**
- **Power-LOAD compatibility**

Power-PRO XT Specifications

Model Number	6506
Height¹ (infinite height positioning between lowest and highest position)	
Highest Position	41.5 in (105 cm)
Lowest Position	14 in (36 cm)
Length	
Standard	81 in (206 cm)
Minimum	63 in (160 cm)
Width	23 in (58 cm)
Weight²	125 lb (57 kg)
Wheels	
Diameter	6 in (15 cm)
Width	2 in (5 cm)
Articulation	
Backrest	0° – 73°
Shock Position	+15°
Optional Knee Gatch	30°
Maximum Weight Capacity³	700 lb (318 kg)
Minimum Operators Required	
Occupied Cot	2
Unoccupied Cot	1
Recommended Fastener System	
Power-LOAD	Model 6390
Floor Mount	Model 6370 or 6377
Wall Mount	Model 6371
Recommended Loading Height⁴	Up to 36 in (91 cm)

¹Height measured from bottom of mattress, at seat section, to ground level.

²Cot is weighed with one battery pack, without mattress and restraints.

³700 lb weight capacity with an unassisted lift capacity of 500 lb (Cot loads over 300 lb (136 kg) may require additional assistance to meet the set cot load height).

⁴Can accommodate load decks up to 36 in. Load height can be set between 26 in and 36 in.

⁵Meets dynamic crash standards for Power-PRO XT (AS/NZS-4535 and BS EN-1789) and Performance-PRO XT (BS EN-1789).

Stryker reserves the right to change specifications without notice.

In-service video included with each order.

The Power-PRO XT is designed to conform to Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

The Power-PRO XT is designed to be compatible with competitive cot fastener systems.

Patents pending.

stryker[®]

Reconstructive

Hips
Knees
Trauma & Extremities
Joint Preservation
Orthobiologics

Medical & Surgical

Power Tools & Surgical Accessories
Image Guided Navigation
Endoscopy & Arthroscopy
Integrated Communications
Beds, Stretchers & EMS
Sustainability Solutions

Neurotechnology & Spine

Cranio-maxillofacial
Interventional Spine
Neurosurgical, Spine & ENT
Neurovascular
Spinal Implants

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XPS

expandable patient surface

EMS Equipment



Standard Features

- Increased patient surface area
- Adjustability for patients and environments
- 7 locking positions
- Integrated into cot – Always there
- Easily retrofitted to existing compatible cots
- Enhanced safety built into release handle
- Durable aluminum over-mold design
- Mattress design reduces transfer gap
- Enhanced patient comfort
- Compliant with tip stability and dynamic crash certifications¹

Specifications

Includes

2 XPS Siderails
XPS Mattress

Weight² 8 lb (4 kg)

7 Locking Positions Between 10°-52°

Surface Area Expansion

Locking Angle	Width - Total Surface Area
10°	23 in (58 cm)
17°	25 in (64 cm)
24°	27 in (69 cm)
31°	29 in (74 cm)
38°	30 in (76 cm)
45°	32 in (81 cm)
52°	33 in (84 cm)
1 Height	10 in (25 cm)
2 Length	30 in (76 cm)
XPS Mattress Width³	23 in (58 cm)

XPS Compatible Cots

Power-PRO XT	Model 6500/6506
Power-PRO TL	Model 6550
Performance-PRO XT	Model 6085/6086

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¹Certified to IEC 60601-1 for Power-PRO XT and Power-PRO TL.
BS-EN 1789 for Power-PRO XT, Power-PRO TL, and Performance-PRO XT.

²Additional weight compared to standard siderails not including mattress

³Width is measured at widest point (Standard bolster mattress 19 in / 48 cm)

Patents pending.
Stryker reserves the right to change specifications without notice.
All numbers rounded to nearest whole value.

XPS Specifications

Includes	
2 XPS Siderails XPS Mattress	
Weight¹	8 lb (4 kg)
7 Locking Positions	Between 10°-52°
Surface Area Expansion	
Locking Angle	Width - Total Surface Area
10°	23 in (58 cm)
17°	25 in (64 cm)
24°	27 in (69 cm)
31°	29 in (74 cm)
38°	30 in (76 cm)
45°	32 in (81 cm)
52°	33 in (84 cm)
Height	10 in (25 cm)
Length	30 in (76 cm)
XPS Mattress Width²	23 in (58 cm)
XPS Compatible Cots³	
Power-PRO XT	Model 6500/6506
Power-PRO TL	Model 6550
Performance-PRO XT	Model 6085/6086

¹Additional weight compared to standard siderails not including mattress
²Width is measured at widest point (Standard bolster mattress 19 in / 48 cm)
³Certified to IEC 60601-1 for Power-PRO XT and Power-PRO TL.
BS-EN 1789 for Power-PRO XT, Power-PRO TL, and Performance-PRO XT.

Patents pending.
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Patient Care & Handling Equipment

EMS Equipment

expandable patient surface

XPS



Stair-PRO®

stair chair

Stair-PRO

stair chair

MODEL 6252

Reduce the risk of injuries
when on the stairs

Stair-PRO is scientifically proven to reduce the risk of operator injury.

Independent ergonomic experts found Stair-PRO users had less physical stress and risk of back injury than operators of any of the six major competitive chairs*. The operator position, adjustability of handles, angle of the track and the built-in descent control made Stair-PRO the safest chair in its product category.

- **Extendable head and foot end lift handles support proper ergonomic lifting technique**
- **Good line of vision and personal space between operators and patient**
- **Positive locking for security and rigidity**
- **Molded handgrips for better control**
- **Thick wall, square channel aluminum frame for high strength and light weight**
- **Durable powder coated finish eliminates oxidation and facilitates easy decontamination — power washable**
- **Folds to compact size for convenient storage**

Upper Control Handle
Extends to be ergonomically positioned for optimal operator control. ▼

Durable Powder Coated Frame ▶
Eliminates oxidation and facilitates easy decontamination.

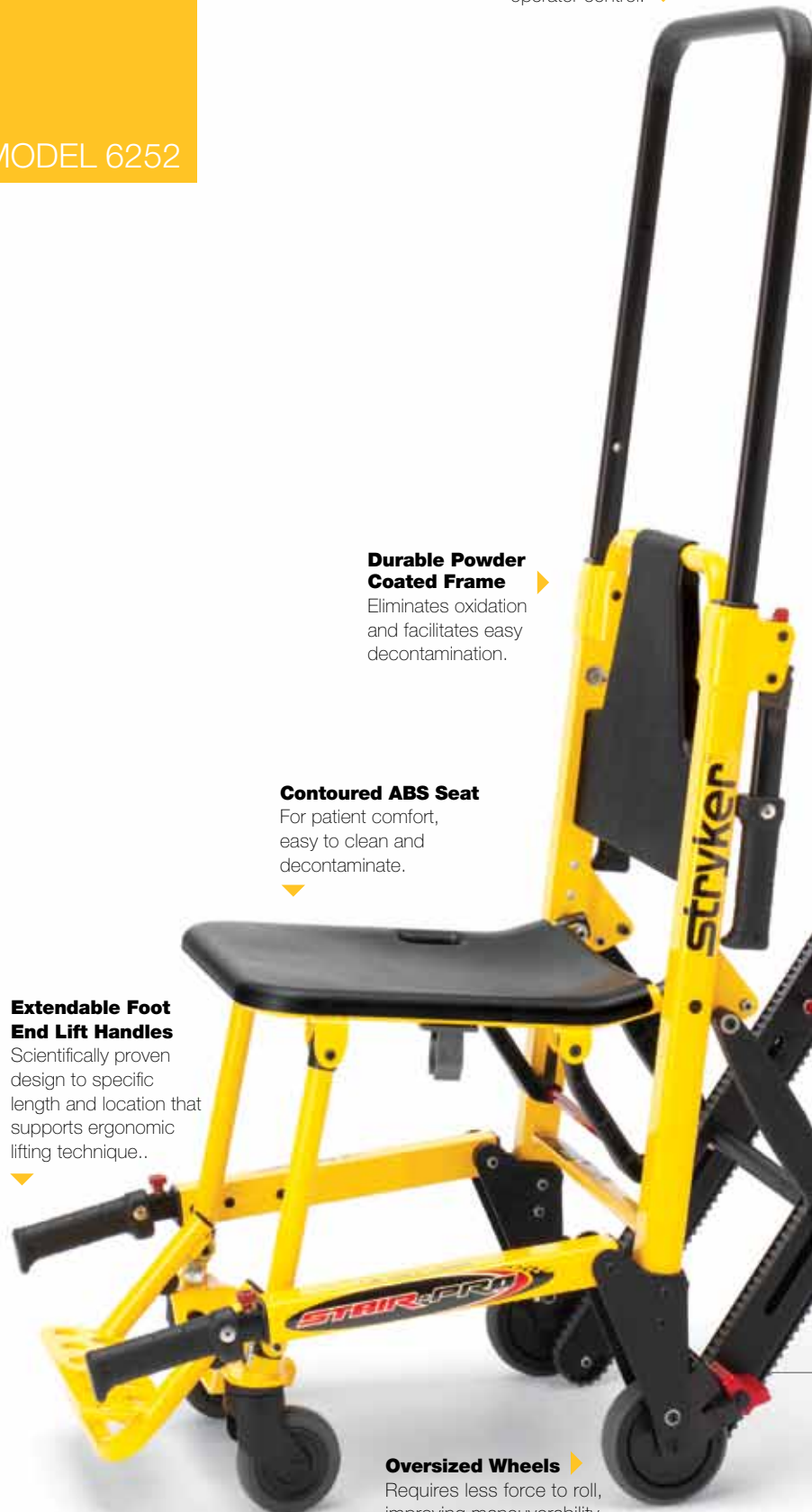
Contoured ABS Seat
For patient comfort, easy to clean and decontaminate. ▼

Extendable Foot End Lift Handles
Scientifically proven design to specific length and location that supports ergonomic lifting technique.. ▼

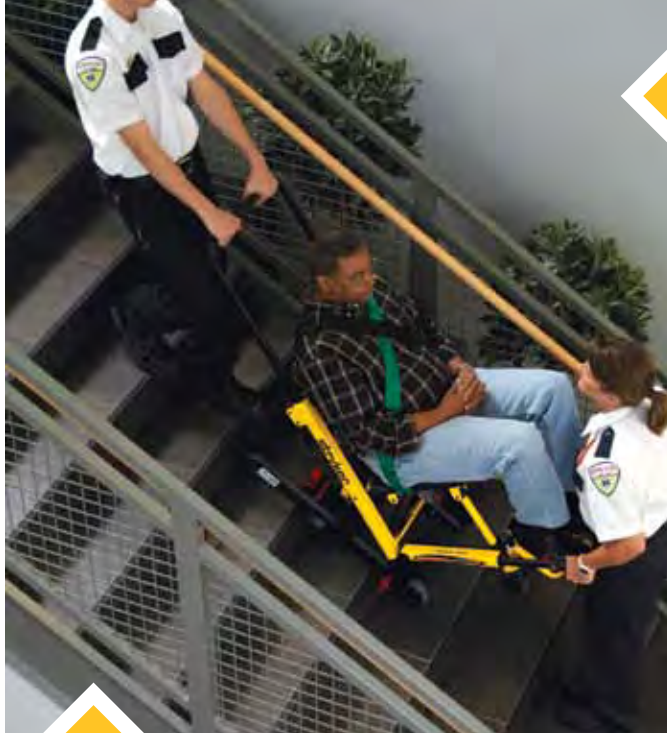
Oversized Wheels ▶
Requires less force to roll, improving maneuverability over rough terrain.

Four-Inch Front Caster Wheels
Enable wheelchair-like mobility and maximize maneuverability in tight spaces. ▲

Dual Wheel Locks
Stable patient transfer. ▲



* Download the Ergonomic Case Study at www.stryker.com/en-us/products/PatientHandlingEMSandEvacuationEquipment/EmergencyCotsChairs/EMS/6252/index.htm



Handle length and placement designed for up and down stair mobility.

◀ **Locking Rear Lift Handles**
Length and placement optimized for up-stair mobility.

◀ **Molded Hand Grips**
Added security.



▶ **Innovative Stair-TREAD™ System**
Allows operator to control movement down stairs without lifting and reduces your risk of lower back disorder. The dual treads, made with Kevlar®, stand up to tough use and assist descent.



Compact Storage Size ▶
Folds to 8 inches for convenient storage.

500lb.
capacity

Certifications

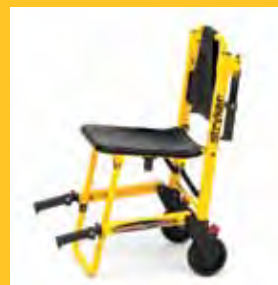


Warranty

- One-year parts, labor and travel or two-year parts only
- Lifetime on all welds*

Extended warranties available.

* 7-year service life



Model 6250
500 lb. capacity

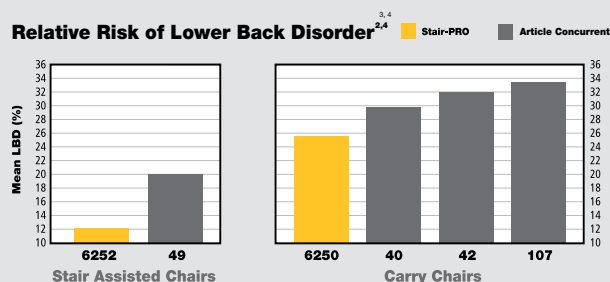
Rugged, dependable, lightweight, stores in existing vehicle compartments.



Model 6251
500 lb. capacity

Front caster wheels add wheelchair-like mobility in tight spaces.

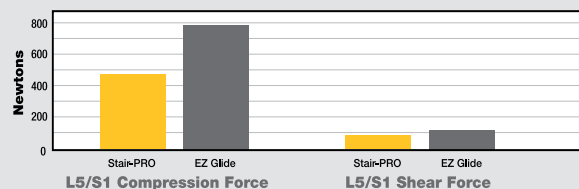
Stair-PRO has been scientifically tested and proven to reduce the risk of lower back disorder.



Result

The Stair-PRO model 6252 was found to reduce the relative risk of lower back disorder significantly as compared to all other models tested.³

Comparing tracked chairs, Stair-PRO reduces L5 and S1 compression and shear forces by approximately 40 percent compared to EZ Glide®



Result

Subtle differences in product design can have a measurable impact on product efficacy.

Optional Features



1 Foot Support

- Provides the patient greater comfort and a sense of security
- Stair chair folds to same convenient storage size
- Innovative tip safety guard feature prevents the Stair-PRO from tipping when stepped on



2 O₂ Holder

- Quick attachment straps
- Secure, protected and out of the way
- Easily accessible



3 IV Clip

- Supports IV bags weighing up to 10 pounds
- Remains on Stair-PRO chair — no need to search for separate pole
- Velcro® tube manager prevents IV tube from tangling

Stair-PRO Specifications¹

Models	6250	6251	6252
Height	36 in. (91 cm)	36 in. (91 cm)	37.5 in. (95 cm)
Width	20.5 in. (52 cm)	20.5 in. (52 cm)	20.5 in. (52 cm)
Depth²	28 in. (71 cm)	28 in. (71 cm)	28 in. (71 cm)
Folded Depth	8 in. (20 cm)	8 in. (20 cm)	8 in. (20 cm)
Weight	20 lb. (9 kg)	23 lb. (10 kg)	31.5 lb. (14 kg)
Maximum Load³	500 lb. (227 kg)	500 lb. (227 kg)	500 lb. (227 kg)

¹Dimensions are measured from the outermost edges of the main frame. Specifications are rounded to the nearest whole number. Conversions are calculated before rounding.

²Depth dimensions are measured with extendable handles retracted.

³Maximum load capacity is total weight distributed in accordance to basic human anatomy. EMTs must consider the weight of the patient, equipment and accessories when determining the total weight on the product.

⁴Patient restraint set includes two cross-chest restraints and one ankle restraint. Cross-chest restraints can also be used in a chest and lap restraint configuration.

In-service video included with every order.

Stryker reserves the right to change specifications without notice.

stryker[®]

Joint Replacements

Trauma, Extremities & Deformities

Craniomaxillofacial

Spine

Biologics

Surgical Products

Neuro & ENT

Interventional Spine

Navigation

Endoscopy

Communications

Imaging

Patient Care & Handling Equipment

EMS Equipment

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3. Human Performance Institute, Dept of Industrial and Manufacturing Engineering. March 2002. *Comparison of Commercial Stair Chairs Using Data Envelopment Analysis*. Western Michigan University.
4. Human Performance Institute, Dept of Industrial and Manufacturing Engineering. March 2002. *Postural Analysis of Paramedics Using Stair Chairs*. Western Michigan University.

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LIFEPAK[®] 15

monitor/defibrillator



For emergency medical services



When you respond to emergencies, you need the most advanced monitor/defibrillator that sets the standard in innovation, operations and toughness.



The LIFEPAK 15 monitor/defibrillator delivers

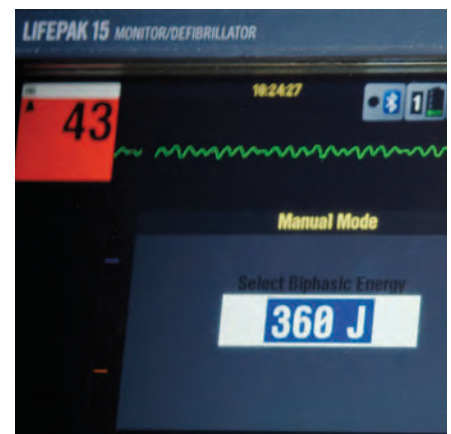
Physio-Control defibrillators have set the standard for six decades, and the latest version of the LIFEPAK 15 monitor/defibrillator raises the bar. As our most advanced emergency response monitor/defibrillator, the LIFEPAK 15 device balances sophisticated clinical technologies and supreme ease of use in a device that's tough enough to stand up to your most challenging environments. Evolving from its original platform, the LIFEPAK 15 features temperature monitoring and external power to complement 360J of energy and 12-lead ECG transmission capability. And that means your team can be even more effective.

A LIFEPAK device never stands on its own—and the LIFEPAK 15 monitor is no different. Physio-Control is committed to providing innovative solutions for emergency response care, from first responders to throughout the hospital.

Our products have helped save tens of thousands of lives. We're proud to continue this work with the features in the LIFEPAK 15 monitor/defibrillator.

The standard in clinical innovation

The pioneer in portable defibrillation and monitoring technology, Physio-Control is committed to creating technologies and devices that change the way you provide emergency care. You can see the results in the latest version of the LIFEPAK 15 monitor/defibrillator, which sets the standard in innovation—yet again.



Advanced monitoring parameters

With more monitoring capabilities than any other monitor/defibrillator, the LIFEPAK 15 gives you EtCO₂ with continuous waveform capture. Masimo® Rainbow® technology helps you detect hard-to-diagnose conditions



and improve patient care with noninvasive monitoring of carbon monoxide, SpO₂ and methemoglobin. In addition, the LIFEPAK 15 offers temperature monitoring—and like other data, you can transmit it to other systems, trend it, or display for post-event review in CODE-STAT™ data review software.

Advanced support for treating cardiac patients

The LIFEPAK 15 continuously monitors all 12 leads in the background and alerts you to changes using the ST-Segment trend monitoring feature, after acquiring the initial 12-lead. Additionally, STJ values are included on the 12-lead printout to help you identify changes. The LIFEPAK 15 also works seamlessly with the web-based LIFENET System 5.0, so you can automatically share critical patient data with multiple patient care teams.

Full energy up to 360 joules, for every patient who needs it

The LIFEPAK 15 monitor/defibrillator features 360J biphasic technology, which gives you the option of escalating your energy dose up to 360J for difficult-to-defibrillate patients. Why is this necessary? Recent studies have shown that refrillation is common among VF cardiac arrest patients and that defibrillation of recurring episodes of VF is increasingly difficult. A randomized controlled clinical trial shows the rate of VF termination was higher with an escalating higher energy regimen of 200J and over.¹

Proven CPR guidance and post event review

The CPR Metronome in the LIFEPAK 15 monitor uses audible prompts to guide you without distracting vocal critique. A metronome has been a feature that has been demonstrated to help professionals perform compressions and ventilations within the recommended range of the 2015 AHA Guidelines. Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.^{2,3,4} And by transmitting code data directly to CODE-STAT Data Review software, EMS personnel can review CPR statistics and provide training and feedback where it is most needed.



Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.^{2,3,4}

The standard in operational effectiveness

Flexible, connected and easy to use, the LIFEPAK 15 monitor/defibrillator was designed based on the feedback and needs specific to working in the field.

Dual-mode LCD screen with SunVue™ display

Switch from full-color to high-contrast SunVue mode with a single touch for the best full-glare view in the industry. A large screen (8.4 inches diagonally) and full-color display provide maximum viewability from all angles.

Flexible power options

Choose between external worldwide AC or DC power, or use the latest Lithium-ion dual battery technology for up to six hours of power. The LIFEPAK 15 monitor's two-battery system requires no maintenance or conditioning, and allows you to charge batteries in the device. In addition, you can track the status and service life of your batteries using LIFENET® Asset, part of the LIFENET System data network.

Data connectivity

The LIFEPAK 15 collects code summaries and equipment status data along with critical clinical information as you treat patients. Using LIFENET Connect, part of the LIFENET System data network, the code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software. Your equipment manager can also view equipment status on the LIFENET System 5.0 using LIFENET Asset and alert you to any potential issues.

Upgradable platform

The LIFEPAK 15 platform is flexible enough to adapt to evolving protocols and new guidelines, and can be upgraded as you're ready to deliver new capabilities. With more processing power and speed, the LIFEPAK 15 is designed to grow as your needs change, helping you avoid costly premature replacements.

Attention to detail

The LIFEPAK 15 monitor is designed based on field feedback to make it a more effective tool. The LIFEPAK 15 has a larger handle for easier handoffs, an easy to clean keypad, and a common interface to the LIFEPAK 12 defibrillator/monitor that helps reduce training.

Code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software.



The standard in toughness

We believe LIFEPAK equipment should live up to the highest expectations of those working in the harshest settings. The LIFEPAK 15 is LIFEPAK TOUGH™, with improved ruggedness and durability you can rely on.

Works when dropped, kicked, soaked or dirty

The LIFEPAK 15 monitor/defibrillator passes 30-inch drop tests, which is equal to falling off a cot or dropping it in transit. And with an IP44 rating, it doesn't matter how wet or dirty it gets, so you can keep working in steady wind, rain and other harsh environments.

Toughened inside and out

We heard from emergency response teams that they wanted a tougher device—so we added a shock-absorbing handle, a double-layer screen that can take a beating from doorknobs and cot handles, and redesigned cable connections for confident monitoring and therapy delivery.

Unmatched field service

The unit's self-checking feature alerts our service team if the device needs attention. Our on site maintenance and repair, access to original manufacturer parts, and highly trained, experienced service representatives give you the peace of mind that your LIFEPAK 15 monitor will be ready when you need it.*



Data connectivity



LIFEPAK TOUGH™



Dual-mode LCD screen with SunVue display

*A variety of customized service options are available.



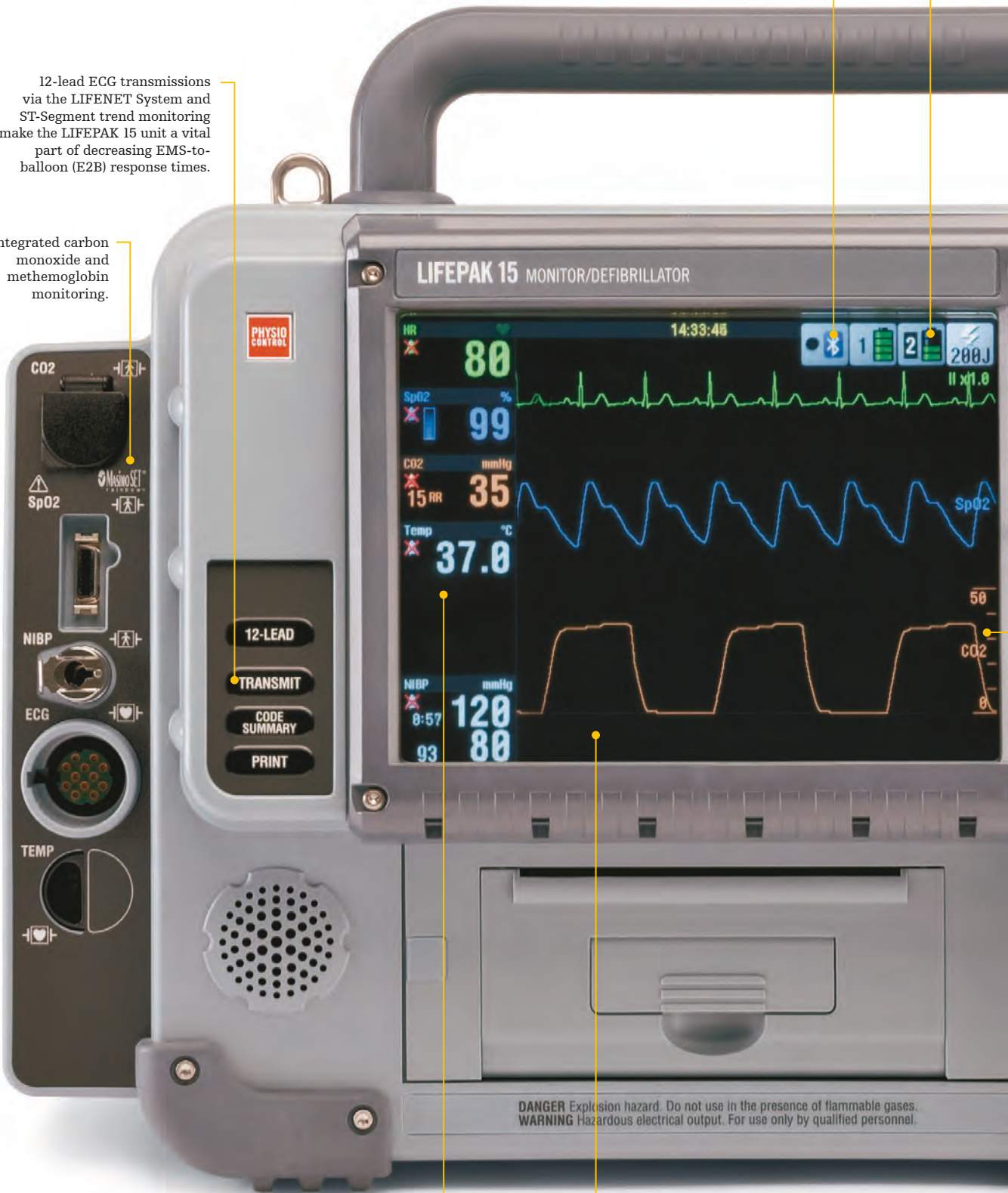
LIFEPAK 15 monitor/defibrillator

The latest lithium-ion battery technology and dual battery system allows for nearly six hour run time, automatic switching between external power and batteries and an approximate two-year replacement cycle.

Easy one-touch Bluetooth® data transmission.

12-lead ECG transmissions via the LIFENET System and ST-Segment trend monitoring make the LIFEPAK 15 unit a vital part of decreasing EMS-to-balloon (E2B) response times.

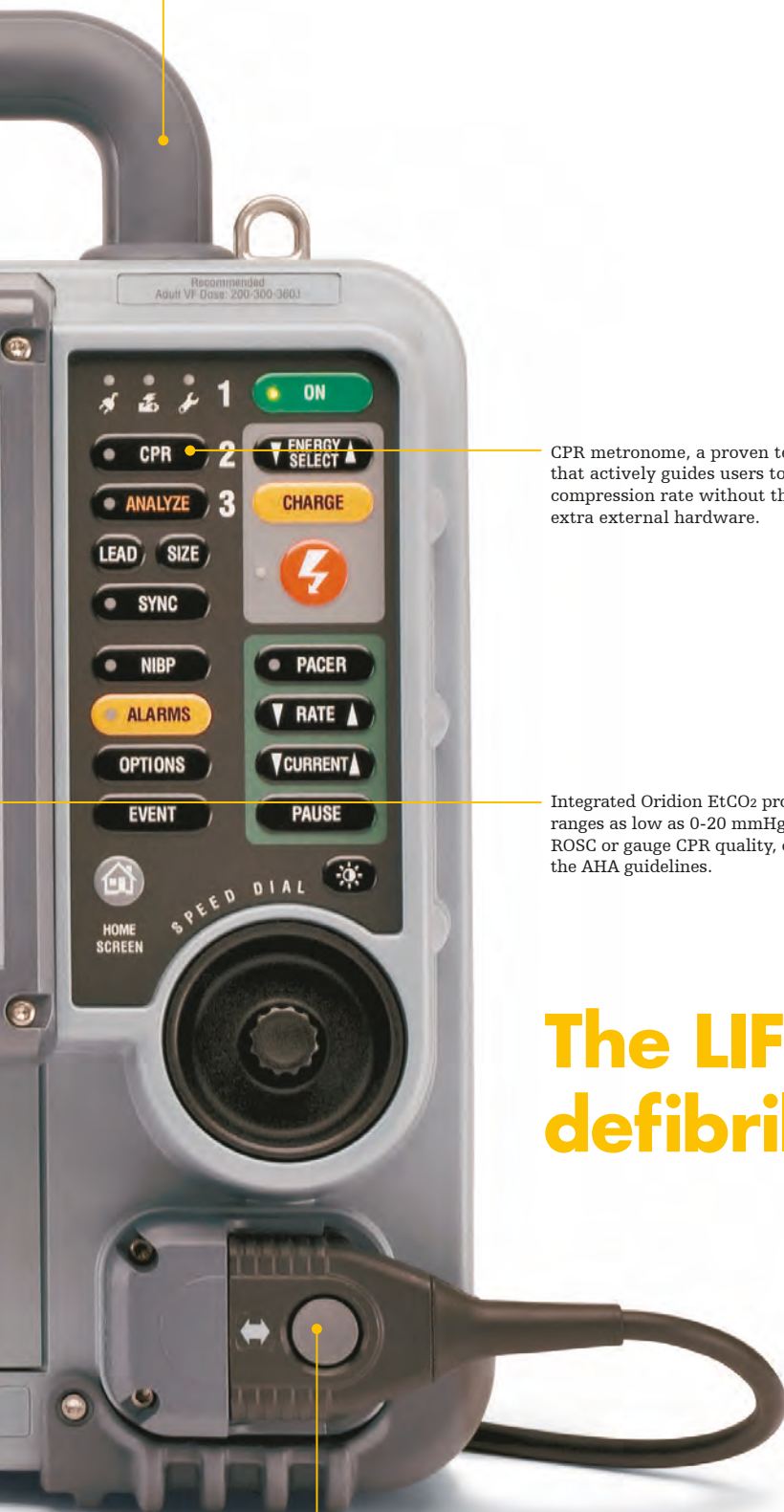
Integrated carbon monoxide and methemoglobin monitoring.



On-screen temperature display in either Celsius or Fahrenheit.

Large screen for better visibility and easy monitoring and one touch to switch from LCD color view to SunVue™ mode for best viewing in sunlight.

Ergonomically designed handle has built-in shock absorbers for cushion and fits two gloved hands for easy pass off.



CPR metronome, a proven technology that actively guides users to a consistent compression rate without the need for extra external hardware.

Integrated Oridion EtCO₂ provides waveform ranges as low as 0-20 mmHg to help identify ROSC or gauge CPR quality, consistent with the AHA guidelines.

The LIFEPAK 15 monitor/defibrillator at a glance

Redesigned cable connector for confidence in secure therapy delivery.



For six decades, Physio-Control has been developing technologies and designing devices that are legendary among first response professionals, clinical care providers, and the community.





A legacy of trust

Since we were founded in 1955, Physio-Control has been giving medical professionals around the world legendary quality and constant innovation. Our LIFEPAK devices have been carried to the top of Mount Everest. They've been launched into orbit on the International Space Station. And you'll find more than half a million units in use today on fire rescue rigs, ambulances, and hospital crash carts worldwide.

We are inspired and informed by the rescuers who choose our products to save lives. The knowledge gained from working with some of the world's largest EMS organizations helps us constantly improve clinical standards and durability.

Today, we continue our legacy of innovation with leading technologies that improve patient care. Our 360J biphasic technology gives patients the best chance at survival. Our secure, web-based flow of ECG data helps improve STEMI patient outcomes. And our carbon monoxide monitoring helps catch the number one cause of poisoning deaths.

From the streets to the emergency room to the administrative office, we offer a powerful suite of solutions that range from code response to quality control analysis. And even as we bring ground-breaking products to the market, some things don't change. As always, when you choose our products, you don't just get a device. You also get the most comprehensive warranty in the business, industry-leading technical service, and a partner with six decades of experience in emergency care.

For more information about the LIFEPAK 15 monitor/defibrillator—and how it can help you do what you do best—please contact your local Physio-Control representative or visit www.physio-control.com.

Specifications

General

The LIFEPAK 15 monitor/defibrillator has six main operating modes:

AED mode: for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.

Manual mode: for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.

Archive mode: for accessing stored patient information.

Setup mode: for changing default settings of the operating functions.

Service mode: for authorized personnel to perform diagnostic tests and calibrations.

Demo mode: for simulated waveforms and trend graphs for demonstration purposes.

Physical characteristics

Weight:

- Basic monitor/defibrillator with new roll paper and two batteries installed: 17.5 lb (7.9 kg)
- Fully featured monitor/defibrillator with new roll paper and two batteries installed: 18.5 lb (8.4 kg)

Lithium-ion battery: ≤1.3 lb (0.6 kg)

Accessory bags and shoulder strap: 3.9 lb (1.77 kg)

Standard (hard) paddles: 2.1 lb (0.95 kg)

Height: 12.5 in (31.7 cm)

Width: 15.8 in (40.1 cm)

Depth: 9.1 in (23.1 cm)

Display

Size (active viewing area): 8.4 in (212 mm) diagonal; 6.7 in (171 mm) wide x 5.0 in (128 mm) high

Resolution: display type 640 dot x 480 dot color backlit LCD

User selectable display mode: full color or SunVue™ display high contrast

Display: a minimum of 5 seconds of ECG and alpha-numeric values, device instructions, or prompts

Display: up to three waveforms

Waveform display sweep speed: 25 mm/sec for ECG, SpO₂, IP, and 12.5 mm/sec for CO₂

Data management

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.

The user can select and print reports, and transfer the stored information via supported communication methods.

Report types:

- Three format types of CODE SUMMARY™ critical event record: short, medium, and long
- 12-lead ECG with STEMI statements
- Continuous Waveform (transfer only)
- Trend Summary
- Vital Sign Summary
- Snapshot

Memory capacity: Total capacity is 360 minutes of continuous ECG, 90 minutes of continuous data from all channels, or 400 single waveform events. Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

Communications

The device is capable of transferring data records by wired or wireless connection. This device complies with Part 15 of the FCC rules, and its operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

- Serial Port RS232 communication + 12V available
- Limited to devices drawing maximum 0.5 A current
- Bluetooth® technology provides short-range wireless communication with other Bluetooth-enabled devices

Monitor

ECG

ECG is monitored via several cable arrangements:

A 3-wire cable is used for 3-lead ECG monitoring.

A 5-wire cable is used for 7-lead ECG monitoring.

A 10-wire cable is used for 12-lead ECG acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

Standard paddles or QUIK-COMBO pacing/defibrillation/ECG electrodes are used for paddles lead monitoring.

Frequency response:

- Monitor: 0.5 to 40 Hz or 1 to 30 Hz
- Paddles: 2.5 to 30 Hz
- 12-lead ECG diagnostic: 0.05 to 150 Hz

Lead selection:

- Leads I, II, III, (3-wire ECG cable)
- Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, and C lead acquired simultaneously (5-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, V1,V2,V3,V4,V5, and V6 acquired simultaneously (10-wire ECG cable)

ECG size: 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead)

Heart rate display:

- 20–300 bpm digital display
- Accuracy: ±4% or ±3 bpm, whichever is greater
- QRS Detection Range Duration: 40 to 120 msec
- Amplitude: 0.5 to 5.0 m

Common mode rejection (CMRR): ECG Leads: 90 dB at 50/60 Hz

SpO₂/SpCO/SpMet

Sensors:

- MASIMO® sensors including RAINBOW® sensors
- NELLCOR® sensors when used with the MASIMO RED™ MNC adapter

SpO₂

Displayed saturation range: “<50” for levels below 50%; 50 to 100%

Saturation accuracy: 70–100% (0–69% unspecified)

Adults/pediatrics:

±2 digits (during no motion conditions)

±3 digits (during motion conditions)

Dynamic signal strength bar graph

Pulse tone as SpO₂ pulsations are detected

SpO₂ update averaging rate user selectable:

4, 8, 12 or 16 seconds

SpO₂ sensitivity user selectable: Normal, High

SpO₂ measurement: Functional SpO₂ values are displayed and stored

Pulse rate range: 25 to 240 bpm

Pulse rate accuracy (adults/pediatrics):

±3 digits (during no motion conditions)

±5 digits (during motion conditions)

Optional SpO₂ waveform display with autogain control

SpCO*

SpCO concentration display range: 0 to 40%

SpCO accuracy: ±3 digits

SpMET*

SpMet saturation range: 0 to 15.0%

SpMet display resolution: 0.1% up to 10%

SpMet accuracy: ±1 digit

NIBP

Blood pressure systolic pressure range: 30 to 255 mmHg

Diastolic pressure range: 15 to 220 mmHg

Mean arterial pressure range: 20 to 235 mmHg

Units: mmHg

Blood pressure accuracy: ±5 mmHg

Blood pressure measurement time: 20 seconds, typical (excluding cuff inflation time)

Pulse rate range: 30 to 240 pulses per minute

Pulse rate accuracy: ±2 pulses per minute or ±2%, whichever is greater

Operation features initial cuff pressure: User selectable, 80 to 180 mmHg

Automatic measurement time interval: User selectable, from 2 min to 60 min

Automatic cuff deflation excessive pressure: If cuff pressure exceeds 290 mmHg

Excessive time: If measurement time exceeds 120 seconds

CO₂

CO₂ range: 0 to 99 mmHg (0 to 13.2 kPa)

Units: mmHg, %, or kPa

Respiration rate accuracy:

- 0 to 70 bpm: ±1 bpm
- 71 to 99 bpm: ±2 bpm

Respiration rate range: 0 to 99 breaths/minute

Rise time: 190 msec

Response time: 3.3 seconds (includes delay time and rise time)

Initialization time: 30 seconds (typical), 10–180 seconds

Ambient pressure: automatically compensated internally

Optional display: CO₂ pressure waveform

- Scale factors: Autoscale, 0–20 mmHg (0–4 Vol%), 0–50 mmHg (0–7 Vol%), 0–100 mmHg (0–14 Vol%)

Invasive pressure

Transducer type: Strain-gauge resistive bridge
Transducer Sensitivity: 5μV/V/mmHg

Excitation voltage: 5 Vdc

Connector: Electro Shield: CXS 3102A 14S-6S

Bandwidth: Digital filtered, DC to 30 Hz (< -3db)

Zero drift: 1 mmHg/hr without transducer drift

Zero adjustment: ±150 mmHg including transducer offset

Numeric accuracy: ±1 mmHg or 2% of reading, whichever is greater, plus transducer error

Pressure range: -30 to 300 mmHg, in six user selectable ranges

Invasive pressure display

Display: IP waveform and numerics

Units: mmHg

Labels: P1 or P2, ART, PA, CVP, ICP, LAP (user selectable)

Temperature

Range: 76.6° to 113.4°F (24.8° to 45.2°C)

Resolution: 0.1°C

Accuracy: ±0.2°C including sensor

Reusable temperature cable: 5 foot or 10 foot

Disposable sensor types: Surface–Skin; Esophageal/Rectal

Trend

Time scale: Auto, 30 minutes, 1, 2, 4, or 8 hours

Duration: Up to 8 hours

ST segment: After initial 12-lead ECG analysis, automatically selects and trends ECG lead with the greatest ST displacement

Display choice of: HR, PR (SpO₂), PR (NIBP), SpO₂ (%), SpCO (%), SpMet (%), CO₂ (EtCO₂/FiCO₂), RR (CO₂), NIBP, IP1, IP2, ST

Alarms

Quick set: Activates alarms for all active vital signs

VF/VT alarm: Activates continuous (CPSS) monitoring in Manual mode

No breath alarm: Occurs when 30 seconds has elapsed since last detected respiration

Heart rate alarm limit range: Upper, 100–250 bpm; lower, 30–150 bpm

Interpretive algorithm

12-Lead interpretive algorithm: University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

Printer

Prints continuous strip of the displayed patient information and reports

Paper size: 3.9 in (100 mm)

Print speed: 25 mm/sec or 12.5 mm/sec

- Optional: 50 mm/sec time base for 12-lead ECG reports

Delay: 8 seconds

Autoprint: Waveform events print automatically

Frequency response:

- Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz
- Monitor: 0.67 to 40 Hz or 1 to 30 Hz

Defibrillator

Biphasic waveform: Biphasic Truncated Exponential

The following specifications apply from 25 to 200 ohms, unless otherwise specified:

Energy accuracy: ±1 joule or 10% of setting, whichever is greater, into 50 ohms, ±2 joules or 15% of setting, whichever is greater, into 25-175 ohms.

Voltage compensation: Active when disposable therapy electrodes are attached. Energy output within ±5% or ±1 joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.

Paddle options: QUIK-COMBO® pacing/defibrillation/ECG electrodes (standard). Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly).

Standard paddles (optional)

Manual mode

Energy select: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules

Charge time: Charge time to 360 joules in less than 10 seconds, typical

Synchronous cardioversion: Energy transfer begins within 60 msec of the QRS peak

Paddles leads off sensing: When using QUIK-COMBO electrodes, the device indicates Paddles Leads Off if the resistive part of the patient impedance is greater than 300 ±15% ohms, or if the magnitude of the patient impedance is greater than 440 ±15% ohms.

AED Mode

Shock Advisory System™ (SAS): an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.

Shock ready time: Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is “SHOCK ADVISED”

Biphasic output: Energy Shock levels ranging from 150–360 joules with same or greater energy level for each successive shock

cprMAX™ Technology: In AED mode, cprMAX™ technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.

Setup options:

- Auto Analyze: Allows for auto analysis. Options are OFF, AFTER 1ST SHOCK
- Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity. Options are OFF, ANALYZE FIRST, CPR FIRST
- Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.
- Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.
- Pulse Check: Allows the user to be prompted for a pulse check at various times. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER
- Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON
- CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes.

Pacer

Pacing mode: Demand or non-demand rate and current defaults

Pacing rate: 40 to 170 PPM

Rate accuracy: ±1.5% over entire range

Output waveform: Monophasic, truncated exponential current pulse (20 ± 1 ms)

Output current: 0 to 200 mA

Pause: Pacing pulse frequency reduced by a factor of 4 when activated

Refractory period: 180 to 280 msec (function of rate)

Environmental

Unit meets functional requirements during exposure to the following environments unless otherwise stated.

Operating temperature: 32° to 113°F (0° to 45°C); -4°F (-20°C) for 1 hour after storage at room temperature; 140°F (60°C) for 1 hour after storage at room temperature

Storage temperature: -4° to 149°F (-20° to 65°C) except therapy electrodes and batteries

Relative humidity, operating: 5 to 95%, non-condensing. NIBP: 15 to 95%, non-condensing

Relative humidity, storage: 10 to 95%, non-condensing

Atmospheric pressure, operating: -1,253 to 15,000 ft (-382 to 4,572 m). NIBP: -500 to 10,000 ft (-152 to 3,048 m)

Water resistance, operating: IP44 (dust and splash resistance) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)

Vibration: MIL-STD-810E Method 514.4, Propeller Aircraft - category 4 (figure 514.4-7 spectrum a), Helicopter - category 6 (3.75 Grms), Ground Mobile - category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10-150 Hz, ±0.15 mm/2 g

Shock (drop): 5 drops on each side from 18 inches onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces

Shock (functional): Meets IEC 60068-2-27 and MIL-STD-810E shock requirements 3 shocks per face at 40 g, 6 ms half-sine pulses

Bump: 1000 bumps at 15 g with pulse duration of 6 msec

Impact, non-operating: EN 60601-1 0.5 + 0.05 joule impact UL 60601-1 6.78 Nm impact with 2-inch diameter steel ball. Meets IEC62262 protection level IK 04.

EMC: EN 60601-1-2:2006 Medical Equipment -General Requirements for Safety - Collateral

Standard: Electromagnetic Compatibility - Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors

Cleaning: Cleaning 20 times with the following: Quaternary ammonium, isopropyl alcohol, hydrogen peroxide

Chemical resistance: 60 hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextrose (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCL (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCL (0.5% solution).

Power

Power adapters: AC or DC

Power Adapters provide operation and battery charging from external AC or DC power

- Full functionality with or without batteries when connected to external AC/DC
- Typical battery charge time while installed in LIFEPAK 15 device is 190 minutes
- Indicators: external power indicator, battery charging indicator

Dual battery: Capability with automatic switching

Low battery indication and message: Low battery fuel gauge indication and low battery message in status area for each battery

Replace battery indication and message: Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery. When replace battery is indicated, device auto-switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

Battery capacity

For two, new fully-charged batteries, 68°F (20°C)

Operating mode	Defibrillation (360J discharges)			
	Monitoring (minutes)	Pacing (minutes)		
Total capacity to shutdown	Typical	360	340	420
	Minimum	340	320	400
Capacity after low battery	Typical	21	20	30
	Minimum	12	10	6

Battery

Battery specifications

Battery type: Lithium-ion

Weight: ≤1.3 lb (0.6 kg)

Charge time (with fully depleted battery): 4 hours and 15 minutes (typical)

Battery indicators: Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.

Charging temperature range: 41° to 113°F (5° to 45°C)

Operating temperature range: 32° to 113°F (0° to 45°C)

Short term (<1 week) storage temperature range: -4° to 140°F (-20° to 60°C)

Long term (>1 week) storage temperature range: 68° to 77°F (20° to 25°C)

Operating and storage humidity range: 5 to 95% relative humidity, non-condensing

References

1. Stiell I, Walker R, Nesbitt L, et al. Biphasic Trial: A randomized comparison of fixed lower versus escalating higher energy levels for defibrillation in out-of-hospital cardiac arrest. *Circulation*. 2007;115:1511-1517.
2. Edelson D, Litzinger B, Arora V, et al. Improving in-hospital cardiac arrest process and outcomes with performance debriefing. *Arch Intern Med*. 2008;168:1063-1069.
3. Olasveengen T, Wik L, Kramer-Johansen J, et al. Is CPR quality improving? A retrospective study of out-of-hospital cardiac arrest. *Resuscitation*. 2007;75:260-266.
4. Fletcher D, Galloway R, Chamberlain D, et al. Basics in advanced life support: A role for download audit and metronome. *Resuscitation*. 2008;78:127-134.

All claims valid as of August 2018.

Physio-Control is now part of Stryker.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.668.8323 (Canada) or visit our website at www.physio-control.com

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ATTACHMENT 14

Narc Box - Secure Narcotics Storage

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



NarcBox

NarcBox Specifications

NarcBox (Standard)	NarcBox XL	NarcBox HQ
Narc Box w/110V Power Supply Narc Box w/12V Power Supply	Narc Box XL w/110V Power Supply Narc Box XL w/12V Power Supply	Supply room narcotic storage solution that fully integrates with the NarcBox and NarcBox XL units
External Dimensions: 10" tall x 8" wide x 4" deep	External Dimensions: 10" tall x 13.5" wide x 4" deep	External Dimensions: 24" tall x 16" wide x 6" deep
Internal Dimensions: 8" tall x 6" wide x 3.6" deep	Internal Dimensions: 8" tall x 12" wide x 3.6" deep	Internal Dimensions: 21.75" tall x 13.25" wide x 5.5" deep
Weight: 3.5lbs	Weight: 5lbs	Weight: 20lbs
Interface: 3.2" Resistive touch (works with gloves)	Interface: 3.2" Resistive touch (works with gloves)	Control Panel: 11" wide x 6" tall x max 3" deep - 7" Touchscreen Display - connects via Bluetooth to man HQ Locker
Stainless-Steel Locking Mechanism	Stainless-Steel Locking Mechanism	Dual Stainless-Steel Locking Mechanisms
External Power Port Reset	External Power Port Reset	RFID Capable, Fingerprint Biometric included
RFID Capable, Fingerprint Biometrics Optional	RFID Capable, Fingerprint Biometrics Optional	Can connect keyboard and/or mouse via (2) usb
		Ethernet port for landline connection - Also Power over Ethernet
<u>External Power:</u> Dual receptacle 2.5 x 5.5mm Barrel Jack 12V Nominal input (automotive power spec compliant) Max current draw: 1.5A	<u>External Power:</u> Dual receptacle 2.5 x 5.5mm Barrel Jack 12V Nominal Input (automotive spec compliant) Max current draw: 1.5A	<u>External Power:</u> Dual receptacle 2.5 x 5.5mm Barrel Jack 110V Power Input or Power over Ethernet Max current draw: 2.5A
Typical Power Consumption (battery fully charged): Awake: 840mW Sleep: 156mW	Typical Power Consumption (battery fully charged): Awake: 840mW Sleep: 156mW	Typical Power Consumption (battery fully charged): Awake: 6W
<u>Battery:</u> LiFePo4 1600mAh 3000 Charge cycle life minimum Max Battery Life: 50 hours (Battery life is dependent on how much time the Narcbox spends in the Awake state, and how many times the door has been opened while on battery power. The above max specification assumes the Narcbox has been asleep 95% of the time, and opened less than 10 times)	<u>Battery:</u> LiFePo4 1600mAh 3000 Charge cycle life minimum Max Battery Life: 50 hours (Battery life is dependent on how much time the Narcbox spends in the Awake state, and how many times the door has been opened while on battery power. The above max specification assumes the Narcbox has been asleep 95% of the time, and opened less than 10 times)	<u>Battery:</u> LiFePo4 9.6V 3300mAh 3000 Charge cycle life minimum Max Battery Life: 12+ hours (Battery life is dependent on how much time the Narcbox spends in the Awake state, and how many times the Panel has been used while on battery power. The above max specification assumes the Narcbox has been asleep 95% of the time, and used less than 10 times)
<u>WiFi:</u> 2.4Ghz IEEE 802.11b/g 802.11b Compatibility: DSSS (CCK-11,CCK-5.5, DQPSK-2, DBPSK-1) Encryption: AES 128 Internal patch antenna Security: WEP-128 WPA-PSK (TKIP) WPA2-PSK (AES)	<u>WiFi:</u> 2.4Ghz IEEE 802.11b/g 802.11b Compatibility: DSSS (CCK-11,CCK-5.5, DQPSK-2, DBPSK-1) Encryption: AES 128 Internal patch antenna Security: WEP-128 WPA-PSK (TKIP) WPA2-PSK (AES)	<u>WiFi:</u> 2.4Ghz IEEE 802.11b/g 802.11b Compatibility: DSSS (CCK-11,CCK-5.5, DQPSK-2, DBPSK-1) Encryption: AES 128 Internal patch antenna Security: WEP-128 WPA-PSK (TKIP) WPA2-PSK (AES)
<u>System:</u> Operating Temperature Range: -40C-+85C Screen rotation allows any mounting orientation Medication Tracking (configurable via website) Shift Change / Inventory Audit reporting Temperature alerts (configurable via website)	<u>System:</u> Operating Temperature Range: -40C-+85C Screen rotation allows any mounting orientation Medication Tracking (configurable via website) Shift Change / Inventory Audit reporting Temperature alerts (configurable via website)	<u>System:</u> Operating Temperature Range: 0C-40C Medication Tracking (configurable via website) Shift Change / Inventory Audit reporting RFID Enabled Temperature alerts (configurable via website)

RFID Enabled	RFID Enabled	Includes Biometric Entry
Biometric Optional	Biometric Optional	Over-The-Air Firmware update
Over-The-Air Firmware update	Over-The-Air Firmware update	

<https://desk.zoho.com/portal/narcbox/en/kb/articles/nar>



ATTACHMENT 15

Litigation - **CONFIDENTIAL**

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD

CONFIDENTIAL

TAB C – ITEM 6. Litigation

Falck has the following litigation to report:

Scott Griffith Collaborative Solutions, LLC, d/b/a SG Collaborative Solutions, LLC v. Falck Northern California Corp, Care Ambulance, Inc. (now Falck Mobile Health Corp.) and Falck USA, Inc.

Description: Plaintiff alleges breach of contract and misappropriation of trademark. Falck is vigorously defending all allegations.



ATTACHMENT 16

Financial Statements

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



CARE AMBULANCE SERVICE, INC.
DECEMBER 31, 2019

FINANCIAL STATEMENTS &
INDEPENDENT AUDITORS' REPORT

Focused
on YOU



CARE AMBULANCE SERVICE, INC.
FINANCIAL STATEMENTS &
INDEPENDENT AUDITORS' REPORT

DECEMBER 31, 2019

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Care Ambulance Service, Inc.
Orange, California

We have audited the accompanying financial statements of Care Ambulance Service, Inc. (a California C-corporation), which comprise the balance sheet as of December 31, 2019, and the related statements of income, changes in stockholder's equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Care Ambulance Service, Inc. as of December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "Lance, Soll & Lunghard, LLP".

Santa Ana, California
June 3, 2020



CARE AMBULANCE SERVICE, INC.

BALANCE SHEET
DECEMBER 31, 2019

Assets

Current assets

Cash	\$ 2,799,951
Accounts receivable, net of provisions for contractual allowances and allowance for doubtful accounts	20,953,295
Other receivables	6,017
Prepaid insurance	389,462
Prepaid expenses	<u>704,397</u>

Total Current Assets	<u>24,853,122</u>
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Property and Improvements

Ambulances and support vehicles	39,130,059
Ambulance equipment	3,323,293
Office equipment	1,473,235
Furniture and fixtures	563,773
Leasehold improvements	<u>1,474,521</u>

Total Property and Improvements	45,964,881
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Less Accumulated Depreciation and Amortization	<u>(27,547,243)</u>
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Property and Improvements, Net	<u>18,417,638</u>
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Other Assets

Due from affiliates	45,472,190
Deposits	<u>3,132,653</u>

Total Other Assets	<u>48,604,843</u>
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Total Assets	<u>\$ 91,875,603</u>
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CARE AMBULANCE SERVICE, INC.

BALANCE SHEET
DECEMBER 31, 2019

Liabilities and Stockholder's Equity

Current Liabilities

Current portion of capital lease obligations	\$ 4,650,168
Accounts payable	1,448,128
Accrued liabilities	<u>16,672,181</u>

Total Current Liabilities	<u>22,770,477</u>
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Non-Current Liabilities

Capital lease obligations less current portion	3,536,500
Deferred income taxes	<u>3,056,000</u>

Total Non-Current Liabilities	<u>6,592,500</u>
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Total Liabilities	<u>29,362,977</u>
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Stockholder's Equity

Common stock, 1,000 shares authorized, issued, and outstanding, \$0.01 par value	10
Additional paid-in capital	119,517
Retained earnings	<u>62,393,099</u>

Total Stockholder's Equity	<u>62,512,626</u>
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Total Liabilities and Stockholder's Equity	<u>\$ 91,875,603</u>
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CARE AMBULANCE SERVICE, INC.

**STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2019**

Revenues	\$ 385,697,269
Less Contractual Allowances	<u>233,032,803</u>
Revenues, Net of Contractual Allowances	152,664,466
Less Provision for Bad Debts	<u>24,022,811</u>
Net Revenues	128,641,655
Cost of Revenues	<u>90,077,004</u>
Gross Profit	38,564,651
Dispatch, General, and Administrative Expenses	
Dispatch and business office	10,703,455
General and administrative	<u>12,525,749</u>
Total Dispatch, General, and Administrative Expenses	<u>23,229,204</u>
Income from Operations	<u>15,335,447</u>
Other Income and (Expenses)	
Interest expense	(524,898)
Gain on sale of equipment	14,986
Other expense	(596,420)
Other income	<u>437,442</u>
Total Other Income and (Expenses)	<u>(668,890)</u>
Net Income Before Income Taxes	14,666,557
Provision for Income Taxes	<u>(4,415,000)</u>
Net Income	<u>\$ 10,251,557</u>

CARE AMBULANCE SERVICE, INC.

**STATEMENT OF CHANGES IN STOCKHOLDER'S EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2019**

	Common Stock	Additional Paid-In Capital	Retained Earnings	Total Stockholder's Equity
Balance, December 31, 2018, before restatement	\$ 10	\$ 119,517	\$ 39,673,379	\$ 39,792,906
Prior period adjustment (Note 12)	-	-	12,468,163	12,468,163
Balance, December 31, 2018, as restated	10	119,517	52,141,542	52,261,069
Net income	-	-	10,251,557	10,251,557
Balance, December 31, 2019	<u>\$ 10</u>	<u>\$ 119,517</u>	<u>\$ 62,393,099</u>	<u>\$ 62,512,626</u>

CARE AMBULANCE SERVICE, INC.

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2019**

Cash Flows From Operating Activities

Net income	<u>\$ 10,251,557</u>
Adjustments to reconcile net income to net cash provided by (used in) operating activities:	
Allowance for doubtful accounts	(13,688,522)
Depreciation and amortization	6,213,495
Gain on sale of property	(14,986)
Deferred income tax expense	(496,000)
Changes in operating assets and liabilities:	
Accounts receivable	14,483,277
Other receivables	29,096
Prepaid insurance	173,114
Prepaid expenses	120,165
Due from affiliates	(13,248,264)
Deposits	(2,809,271)
Accounts payable	(207,057)
Accrued liabilities	<u>4,359,716</u>
Net Cash Provided by Operating Activities	<u>5,166,320</u>

Cash Flows From Investing Activities

Purchases of property and improvements	(216,457)
Proceeds on sales of property	<u>19,350</u>
Net Cash Used in Investing Activities	<u>(197,107)</u>

Cash Flows From Financing Activities

Payments on capital lease obligations	<u>(4,806,084)</u>
Net Cash Used in Financing Activities	<u>(4,806,084)</u>
Net Increase in Cash	163,129
Cash, Beginning of Year	<u>2,636,822</u>
Cash, End of Year	<u><u>\$ 2,799,951</u></u>

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2019

Supplemental Disclosures of Cash Flow Information

Cash paid during the year for:

Interest	<u><u>\$ 524,898</u></u>
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NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 1: Nature of Business

Care Ambulance Service, Inc. (the "Company") was formed on March 24, 1988. The Company provides emergency and non-emergency ambulance services. Emergency response services include the dispatch of ambulances equipped with life support equipment and staffed with paramedics and/or emergency medical technicians ("EMTs") to provide immediate medical care to injured or ill patients. Non-emergency services utilize paramedics, EMTs and/or nurses to transport patients between healthcare facilities. The Company is headquartered in Orange, California, and provides services to patients in Southern California.

The Company is wholly owned by FCA Corp., a California corporation ("FCA"). FCA is a wholly owned subsidiary of Falck USA Inc., a Delaware corporation ("Falck USA"). Falck USA is a wholly owned subsidiary of Falck A/S, a Denmark corporation ("Falck Denmark").

Note 2: Summary of Significant Accounting Policies

This summary of significant accounting policies of the Company is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for their integrity and objectivity.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The accrual basis of accounting recognizes revenues in the accounting period in which revenues are earned regardless of when cash is received and recognizes expenses in the accounting period in which expenses are incurred regardless of when cash is disbursed.

Revenue Recognition

In May 2014, Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2014-09, ASC Topic 606, *Revenue from Contracts with Customers*, was issued as the new standard for revenue recognition. The purpose of ASC 606 is to provide a single, comprehensive revenue recognition model for all contracts with customers to improve comparability across industries. Effective January 1, 2019, the Company adopted ASC 606 utilizing the modified retrospective transition method. Adoption of this standard did not have a material impact on the Company's financial position or results of operations for any periods presented. As such, a cumulative adjustment was not recorded to the Company's beginning retained earnings balance.

The Company contracts with communities to provide emergency transport services that are typically exclusive, with terms of three to five years in length and generally are obtained through a competitive bidding process. In some instances where the Company is the existing provider, communities elect to renegotiate existing contracts rather than initiate new bidding processes.

Patient care service revenue is reported at the amount that reflects the consideration to which the Company expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payors (including health insurers and government payors), on the basis of contractual rates for the services rendered. Revenue is recognized as the performance obligations are satisfied.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 2: Summary of Significant Accounting Policies (Continued)

The Company determines the transaction price based on rates established with the communities in which the services were provided. The gross charges are reduced by contractual adjustments provided to third-party payors. The Company determines its estimates of contractual adjustments and discounts based on contractual agreements with each payor group. The payment arrangements with major third-party payors are paid at prospectively determined rates based on the services performed.

The Company also performs billing services on behalf of county fire departments for advanced life support services that are performed during some of the Company's trips. For these services the Company has determined that they are the agent in accordance with FASB ASU No. 2016-08, Topic 606, *Revenue from Contracts with Customers: Principal Versus Agent Considerations*. The revenues for these contracts are recognized as the net amount that the Company is entitled to for its services as agent.

The Company has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors:

- Payors (for example, Medicare, Medicaid, managed care or other insurance, patient) have different reimbursement and payment methodologies
- Geography of the service location

The Company's revenues net of contractual allowances from third-party payers, the uninsured and other sources before provision for doubtful accounts are summarized in the following table (dollars in millions):

Medicare	\$	178.42
Medicaid		105.37
Managed care		62.83
Facility contract		2.39
Indemnity, self-pay, other		36.68
		<u>385.69</u>
Less: contractual allowances		<u>(233.03)</u>
	\$	<u>152.66</u>

Provision for Bad Debts

The Company provides for accounts receivable that could become uncollectible by establishing an allowance to reduce the carrying value of such receivables to their estimated net realizable value. The Company estimates this allowance based on the aging of its accounts receivable, historical collections experience for each type of payor, and other relevant factors. The Company's policy is to attempt to collect amounts due from patients, including copayments and deductibles due from patients with insurance, while complying with all federal and state laws and regulations.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 2: Summary of Significant Accounting Policies (Continued)

Property and Improvements

Property and leasehold improvements are stated at cost. Major repairs and leasehold improvements are capitalized. Maintenance and repairs are expensed as incurred. Depreciation of property is provided over the estimated useful lives of the respective assets using the straight-line method. Leasehold improvements are amortized on the straight-line basis over the terms of the respective leases. The estimated useful lives of the related assets are as follows:

Ambulances and support vehicles	3 - 7 years
Ambulance equipment	5 - 7 years
Office equipment	3 - 7 years
Furniture and fixtures	5 - 7 years
Leasehold improvements	3 - 10 years

Depreciation and amortization expense for the year ended December 31, 2019 was \$6,213,495.

When assets are retired, or otherwise disposed of, the cost and related accumulated depreciation and amortization are removed from the accounts, and any resulting gain or loss is reflected in income for the period.

Long-lived assets of the Company are reviewed annually as to whether their carrying value has been impaired. Management considers assets to be impaired if the carrying value exceeds the future projected cash flows from related operations. Management also reevaluates the periods of depreciation and amortization to determine whether subsequent events and circumstances warrant revised estimates of useful lives. As of December 31, 2019, management expects the carrying value of its long lived assets to be fully recoverable.

Ground Emergency Transport Quality Assurance Fee Program

In accordance with Senate Bill 523 (Chapter 773, Statutes of 2017), the Department of Health Care Services established the Ground Emergency Transport Quality Assurance Fee Program ("GEMT QAF Program") to provide supplemental Medi-Cal payments to GEMT providers. Using data collected from GEMT providers, the Department of Healthcare Services calculates the annual GEMT QAF rate that will be imposed on each emergency medical transport provided by each GEMT providers. The QAF fees collected are then supplemented by federal funds and held in the Medi-Cal Emergency Fund. The funds in the Medi-Cal Emergency Fund are then used to provide additional reimbursement to Medi-Cal GEMT providers.

The Company is participating in the program and is required to report quarterly data on gross receipts and various other data. The Company pays a quarterly Quality Assurance Fee to the program. For the year ended December 31, 2019, the Company recognized \$5,348,501 in QAF expenses and Medi-Cal reimbursement revenues of \$13,029,464 as a result of their participation in the GEMT QAF program.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 2: Summary of Significant Accounting Policies (Continued)**Deposits**

In April 2019, the Company made deposits of \$2,848,049 to the GEMT QAF Program. The deposits will be held until the dissolution of the program and will then be used against the Company's final QAF payments. At December 31, 2019, the balance of the deposit included in the accompanying balance sheet is \$2,848,049. In addition to the GEMT QAF related deposits, the Company also has \$284,604 on deposit in relation to operating leases.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Date of Management's Review

Events occurring after December 31, 2019 have been evaluated for possible adjustment to the financial statements or disclosure as of June 3, 2020, which is the date the financial statements were available to be issued.

Note 3: Concentrations of Credit Risk

The Company may be subject to credit risk on its cash balances. At December 31, 2019, the Company maintains its cash balances at two institutions. Accounts at these institutions are insured by the FDIC, which covers up to \$250,000 for substantially all depository accounts. At various times throughout the year, the balances in these accounts may be in excess of federally insured limits. Management believes the Company is not exposed to any significant credit risk on cash balances.

Concentrations of credit risks in accounts receivable are limited, due to the large number of customers comprising the Company's customer base. A significant component of the Company's revenue is derived from Medicare and Medicaid. Given that these are government programs, the credit risk for these customers is considered low. The Company performs ongoing credit evaluations of its other customers but does not require collateral. For the year ended December 31, 2019, the Company derived approximately 74% of its revenues from Medicare and Medicaid and 26% from insurance providers, contracted payers and directly from patients.

Note 4: Accounts Receivable

Accounts receivable as of December 31, 2019 consist of the following:

Accounts receivable	\$ 41,119,738
Less allowance for doubtful accounts	<u>(20,166,443)</u>
Accounts receivable, net	<u>\$ 20,953,295</u>

CARE AMBULANCE SERVICE, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 5: Capital Leases

The Company leases ambulances under multiple lease agreements through Falck USA expiring in various years through 2022. The assets and liabilities under capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the asset. The assets are depreciated over the lesser of their related lease terms or the estimated useful lives. Depreciation of assets held under capital leases is included in depreciation expense in the accompanying statement of income and totaled \$3,436,952 for the year ended December 31, 2019.

The following is a summary of property held under capital leases, net:

Ambulances	\$ 23,982,459
Less accumulated depreciation	<u>(9,986,978)</u>
	<u>\$ 13,995,481</u>

Future minimum lease payments under capital leases are as follows:

<u>Year Ending December 31,</u>	
2020	\$ 5,101,612
2021	3,450,928
2022	<u>296,444</u>
Total minimum lease payments	8,848,984
Less interest	<u>(662,316)</u>
Present value of future minimum lease payments	8,186,668
Current portion	<u>(4,650,168)</u>
Non-current portion	<u>\$ 3,536,500</u>

The interest rate on these capitalized leases is variable. At December 31, 2019, the interest rate was approximately 5.51%.

CARE AMBULANCE SERVICE, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 6: Accrued Liabilities

At December 31, 2019, accrued liabilities were as follows:

Agency contract and reimbursement payables	\$ 6,222,562
Accrued workers' compensation and auto liability insurance	2,328,000
Accrued payroll and vacation	4,066,358
Patient refunds due	1,375,841
Quality Assurance Fees (QAF)	1,297,235
Dispatch fees	319,000
Licensing	165,000
Other accrued liabilities	<u>898,185</u>
	<u>\$ 16,672,181</u>

Note 7: Income Taxes

For income tax reporting purposes, the Company is part of a consolidated group, which includes other U.S. affiliates of Falck USA. Therefore, the Company does not file separate federal and state income tax returns for its stand-alone activity.

The Company provides for income taxes under the asset/liability method. Deferred income taxes are recognized for the tax consequences in future years for the differences between the tax bases of assets and liabilities and their financial reporting amounts at each year end, based on enacted laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income.

For the year ended December 31, 2019, income tax expense consists of the following:

Current income tax provision	\$ 4,911,000
Deferred provision for income taxes	<u>(496,000)</u>
	<u>\$ 4,415,000</u>

Non-deductible expenses account for the primary difference between the Company's effective tax rate and the expected tax rate computed based upon applying the federal statutory rate

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 7: Income Taxes (Continued)

The significant components of the deferred tax assets and liabilities at December 31, 2019 are as follows:

Deferred income tax assets	
Reserves and accruals	\$ 565,000
Deferred income tax liabilities	
Depreciation of property, equipment, and leasehold improvements	<u>(3,621,000)</u>
Deferred income taxes	<u>\$ (3,056,000)</u>

The Company did not have any unrecognized tax benefits as of December 31, 2019 and does not expect this to change significantly over the next twelve months. In accordance with FASB ASC 740, the Company recognizes interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense. As of December 31, 2019, the Company has not accrued interest or penalties related to uncertain tax positions.

Note 8: Operating Lease Commitments**Main Office**

The Company leases adjacent facilities in Orange, California which serve as the Company's main office facilities. The facilities are leased under two separate leases with separate lessors. One of the leases expires in August 2023. The monthly rent on this lease ranged from \$21,203 to \$21,839 in 2019 and includes provisions for annual increases. The second lease expires in April 2025. The monthly rent on the second lease for 2019 is \$102,977. Under the leases, the Company is responsible for monthly rent payments as well as the payment of all taxes, insurance premiums, repairs, utilities and maintenance.

For the year ended December 31, 2019, the total rent expense was \$1,444,703 for its main leased office.

Substations/Operation Centers Leases

The Company has 42 operating lease agreements with starting dates ranging from December 2012 through December 2027 for various substations and an operations center. The lease terms are from two to ten years with monthly payments ranging from approximately \$880 to \$16,656. Most of the lease agreements have provisions for annual increases to the monthly rent. As of December 31, 2019, the Company was also leasing 42 substations on a month-to-month basis.

For the year ended December 31, 2019, the total rent expense for these substations was \$2,783,967.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 8: Operating Lease Commitments (Continued)**Equipment**

The Company leased equipment under operating lease agreements that expired through May 2019. The lease terms were from five to six years with monthly payments ranging from \$600 to 1,880. Total lease expense for equipment under operating lease agreements for the year ended December 31, 2019 was \$47,360.

Other Operating Leases

The Company has month-to-month leases for two additional parking lots with monthly payments of \$7,500. The rent expense for the year ended December 31, 2019 was \$90,000.

As of December 31, 2019, the Company had a month-to-month sublease rental agreement with an unrelated entity for office space located near its main office premises, with a monthly payment of \$4,000. Sublease income for the year ended December 31, 2019 was \$48,000, and is reflected as a reduction of rent expense.

Minimum Annual Rentals

Minimum annual lease payments under non-cancellable operating leases for the years subsequent to December 31, 2019 are as follows:

Year Ending December 31,	Main Office	Substations/ Ops. Center	Total
2020	\$ 1,056,690	\$ 1,281,190	\$ 2,337,880
2021	1,483,670	1,032,314	2,515,984
2022	1,529,289	808,759	2,338,048
2023	1,475,393	624,530	2,099,923
2024	1,324,800	571,822	1,896,622
Thereafter	446,400	1,041,870	1,488,270
	<u>\$ 7,316,242</u>	<u>\$ 5,360,485</u>	<u>\$ 12,676,727</u>

Total rent expense for the year ended December 31, 2019 was \$4,318,030.

Note 9: Contingencies

The Company is subject to certain outside claims and litigation arising in the ordinary course of business. In the opinion of the Company's management and its counsel, the outcome of such matters will not have a material effect on the accompanying financial statements.

Note 10: 401(k) Pension Plan

The Company participates in a 401(k) pension plan that is sponsored by Falck USA. Employees who are at least 21 years of age and have met the service requirements of the plan are eligible to participate. The Plan provides for employer contributions to eligible employees. Employer contributions to the 401(k) plan for 2019 totaled \$1,239,683.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 11: Related-party Transactions

The Company regularly engages in various related party transactions with Falck Denmark, Falck USA, and other Falck USA related entities. The following table is a summary of the net amounts due to the Company as a result of these transactions:

Falck Denmark	\$ 22,914,580
Falck USA	5,888,833
Falck USA related entities	<u>16,668,777</u>
	<u>\$ 45,472,190</u>

Net receivables from Falck Denmark are a result of cash forwarded to the parent company less costs paid by Falck Denmark on behalf of the Company. Net receivables from Falck USA and Falck USA related entities are the result of start-up costs paid on behalf of the other entities. For the purposes of the consolidated tax return, all related balances will be eliminated upon consolidation. These balances bear interest and Falck Denmark ultimately determines when repayment will be made.

The Company is charged a management fee from Falck based upon a percentage of net revenues before provision for bad debts. For 2019, management fees totaled \$1,031,014, which is included in general and administrative expenses in the accompanying statement of income.

Note 12: Prior Period Adjustments

The accompanying financial statements reflect prior period adjustments to the beginning balance of retained earnings to correct certain errors related to the recognition of prior year revenues.

Ground Emergency Transport Quality Assurance Fee Program

In 2018, the Company began participating in the GEMT QAF Program as discussed at Note 2. In 2018, this program was in its preliminary phase and the Company did not record any related revenues due to the uncertainty of collection. In 2019, the Company began collecting higher revenue rates from the State of California ("the State") for Medi-Cal transports retroactively to the July 1, 2018 effective date. In order to participate in the program, the Company was also required to pay the State a fee of \$25.23 for each Medi-Cal transport retroactively to the July 1, 2018 effective date.

As a result, the accompanying statement of changes in stockholder's equity reflects this prior period adjustment to the beginning balance of retained earnings to correct these errors. The effect of the prior period adjustment on the 2018 statement of income is an increase of \$2,632,806. Stockholder's equity balance has been increased by \$2,632,806 as of January 1, 2019.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019

Note 12: Prior Period Adjustments (Continued)**Revenue Recognition Error**

In 2019, revenue recognition errors relating to trips run by the Company during 2018 and prior years were found not properly recorded on the prior financial statements. As such, the revenues from these trips were not recognized in the proper periods. As a result of this accounting error, the accompanying statement of changes in stockholder's equity reflects this prior period adjustment to the beginning balance of retained earnings to correct these errors. The effect of the prior period adjustment on the 2018 statement of income cannot be readily determined as these revenues are from various prior years. Stockholder's equity balance has been increased by \$9,835,357 as of January 1, 2019.

Cumulative Effect of Prior Period Adjustments

	Increase (Decrease) in Stockholder's Equity as of January 1, 2019
Adjustment to record 2018 revenues pertaining to the GEMT QAF program	\$ 6,019,008
Adjustment to record 2018 fees and bad debt expense pertaining to the GEMT QAF Program	(3,386,202)
Adjustment to record unbilled revenues	<u>9,835,357</u>
Net increase in stockholder's equity as of January 1, 2019	<u>\$ 12,468,163</u>

Note 13: Subsequent Events

In December 2019, an outbreak of a novel strain of coronavirus ("COVID-19") originated in China and has since spread to a number of other countries, including the United States. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. On March 19, 2020, the governor of California issued a stay at home order for all residents of California, in an effort to slow the spread of COVID-19.

Potential impacts to our business include the disruption or restrictions on our employees' ability to work. In addition, some of our vendors and suppliers could be adversely affected, resulting in additional disruptions to our operations. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration. Therefore, while the Company expects this matter to impact its operations, the related financial impact cannot be reasonably estimated at this time.



CPAs AND ADVISORS

CARE AMBULANCE SERVICE, INC.
DECEMBER 31, 2018

FINANCIAL STATEMENTS
& INDEPENDENT
AUDITORS' REPORT

Focused
on YOU



CARE AMBULANCE SERVICE, INC.

DECEMBER 31, 2018

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Care Ambulance Service, Inc.
Orange, California

We have audited the accompanying financial statements of Care Ambulance Service, Inc. (a California C-corporation), which comprise the balance sheet as of December 31, 2018, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Care Ambulance Service, Inc. as of December 31, 2018, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "Lance, Soll & Loughard, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California
June 10, 2019



CARE AMBULANCE SERVICE, INC.

BALANCE SHEET
DECEMBER 31, 2018

ASSETS

CURRENT ASSETS

Cash	\$ 2,636,822
Accounts receivable, net of provisions for contractual allowances and allowance for doubtful accounts	9,279,887
Other receivables	35,113
Prepaid insurance	562,576
Prepaid expenses	<u>824,562</u>
	<u>13,338,960</u>

PROPERTY, EQUIPMENT, AND IMPROVEMENTS

Ambulances and support vehicles	40,452,863
Ambulance equipment	3,216,362
Office equipment	1,473,235
Furniture and fixtures	563,773
Leasehold improvements	<u>1,463,021</u>
	47,169,254
Less accumulated depreciation and amortization	<u>(22,750,214)</u>
	<u>24,419,040</u>

OTHER ASSETS

Due from affiliates	32,223,926
Deposits	<u>323,382</u>
	<u>32,547,308</u>
	<u><u>\$ 70,305,308</u></u>

CARE AMBULANCE SERVICE, INC.

BALANCE SHEET
DECEMBER 31, 2018

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Current portion of capital lease obligations	\$ 4,806,084
Accounts payable	1,655,185
Accrued liabilities	<u>12,312,465</u>
	<u>18,773,734</u>

LONG-TERM LIABILITIES

Capital lease obligations less current portion	8,186,668
Deferred income taxes	<u>3,552,000</u>
	<u>11,738,668</u>
	<u>30,512,402</u>

STOCKHOLDER'S EQUITY

Common stock, 1,000 shares authorized, issued, and outstanding, \$0.01 par value	10
Additional paid-in-capital	119,517
Retained earnings	<u>39,673,379</u>
	<u>39,792,906</u>
	<u><u>\$ 70,305,308</u></u>

CARE AMBULANCE SERVICE, INC.

**STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2018**

Revenues	\$ 354,867,962
Less contractual allowances	<u>209,521,536</u>
Revenues, net of contractual allowances	145,346,426
Less provision for bad debts	<u>37,303,174</u>
Net revenues	108,043,252
Cost of revenues	<u>84,076,731</u>
Gross profit	23,966,521
Dispatch, general, and administrative expenses	
Dispatch and business office	10,931,470
General and administrative	<u>8,140,940</u>
	<u>19,072,410</u>
INCOME FROM OPERATIONS	4,894,111
OTHER INCOME AND (EXPENSES)	
Interest expense	(688,073)
Other income	<u>925,259</u>
	<u>237,186</u>
NET INCOME BEFORE INCOME TAXES	5,131,297
Provision for income taxes	<u>(1,723,000)</u>
NET INCOME	<u><u>\$ 3,408,297</u></u>

CARE AMBULANCE SERVICE, INC.

STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2018

Balance, December 31, 2017	\$ 36,265,082
Net income	<u>3,408,297</u>
Balance, December 31, 2018	<u><u>\$ 39,673,379</u></u>

CARE AMBULANCE SERVICE, INC.

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018**

CASH FLOWS FROM OPERATING ACTIVITIES

Net income	\$ 3,408,297
Adjustments to reconcile net income to net cash provided by (used in) operating activities:	
Allowance for doubtful accounts	8,093,657
Depreciation and amortization	6,708,193
Gain on sales of equipment	(32,406)
Deferred income tax expense	(43,000)
Changes in operating assets and liabilities:	
Accounts receivable	3,723,689
Other receivables	(9,460)
Prepaid insurance	(59,040)
Prepaid expenses	(224,746)
Due from affiliates	(15,385,822)
Deposits	80,632
Accounts payable	1,312,596
Accrued liabilities	(445,620)
Total adjustments	(4,374,984)

NET CASH PROVIDED BY OPERATING ACTIVITIES	7,126,970
---	-----------

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of property, equipment, and improvements	(943,239)
Proceeds on sales of equipment	75,000

NET CASH USED IN INVESTING ACTIVITIES	(868,239)
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CASH FLOWS FROM FINANCING ACTIVITIES

Payments on capital lease obligations	(4,806,084)
---------------------------------------	-------------

NET CASH USED IN FINANCING ACTIVITIES	(4,806,084)
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NET INCREASE IN CASH	1,452,647
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CASH, BEGINNING OF YEAR	1,184,175
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CASH, END OF YEAR	\$ 2,636,822
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CARE AMBULANCE SERVICE, INC.

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the year for:

Interest	<u>\$ 688,073</u>
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NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

Note 1: Nature of Business

Care Ambulance Service, Inc. (the "Company") was formed on March 24, 1988. The Company was previously incorporated as Care Convalescent Ambulance, Inc. on August 3, 1976. The Company provides 911, emergency and non-emergency ambulance services, including neonatal intensive care, pediatric intensive care and specialty/critical care transports in California. The Company's main office is located in Orange, California.

The Company is wholly owned by FCA Corp., a California corporation ("FCA"). FCA is a wholly owned subsidiary of Falck USA Inc., a Delaware corporation ("Falck USA"). Falck USA is a wholly owned subsidiary of Falck A/S, a Denmark corporation ("Falck Denmark").

Note 2: Summary of Significant Accounting Policies

This summary of significant accounting policies of the Company is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for their integrity and objectivity.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The accrual basis of accounting recognizes revenues in the accounting period in which revenues are earned regardless of when cash is received, and recognizes expenses in the accounting period in which expenses are incurred regardless of when cash is disbursed.

Revenue Recognition and Patient Receivables

The Company recognizes patient service revenues associated with services provided to patients who have third-party payer coverage; including Medicare, Medicaid and other managed care contractual arrangements, on the basis of contractual rates for the services rendered. For uninsured patients that do not qualify for charity care, the Company recognizes revenues on the basis of its standard rates for services provided.

The Company's revenues net of contractual allowances from third-party payers, the uninsured and other sources before provision for doubtful accounts are summarized in the following table (dollars in millions):

Medicare	\$	162.81
Medicaid		96.91
Managed care		59.80
Indemnity, self-pay, other		35.35
		354.87
Less: contractual allowances		
		(209.52)
	\$	145.35

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

Note 2: Summary of Significant Accounting Policies (Continued)**Revenue Recognition and Patient Receivables**

The Company recognizes patient service revenues based upon estimated amounts due from payers. The Company estimates contractual adjustments and allowances based upon payment terms set forth in its commercial health insurance contracts and by federal and state regulations. For the majority of its patient service revenues, the Company applies contractual adjustments to patient accounts at the time of billing using specific payer contract terms entered into the accounts receivable systems, but in some cases the Company records an estimated allowance until payment is received. The Company derives most of its patient service revenues from health care services provided to patients with Medicare, Medicaid and commercial health insurance.

Provision for Bad Debts

The Company provides for accounts receivable that could become uncollectible by establishing an allowance to reduce the carrying value of such receivables to their estimated net realizable value. The Company estimates this allowance based on the aging of its accounts receivable, historical collections experience for each type of patient, and other relevant factors. The Company's policy is to attempt to collect amounts due from patients, including copayments and deductibles due from patients with insurance, while complying with all federal and state laws and regulations.

Accounts receivable as of December 31, 2018 consist of the following:

Patient accounts receivable	\$ 43,134,852
Less provision for bad debts	<u>(33,854,965)</u>
Patient accounts receivable, net	<u>\$ 9,279,887</u>

Property, Equipment, and Improvements

Property, equipment, and leasehold improvements are stated at cost. Major repairs and leasehold improvements are capitalized. Maintenance and repairs are expensed as incurred. Depreciation of property and equipment is provided over the estimated useful lives of the respective assets using the straight-line method. Leasehold improvements are amortized on the straight-line basis over the terms of the respective leases. The estimated useful lives of the related assets are as follows:

Ambulances and support vehicles	3 - 7 years
Ambulance equipment	5 - 7 years
Office equipment	3 - 7 years
Furniture and fixtures	5 - 7 years
Leasehold improvements	3 - 10 years

Depreciation and amortization expense for the year ended December 31, 2018 was \$6,708,193.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

Note 2: Summary of Significant Accounting Policies (Continued)

Property, Equipment, and Improvements

When assets are retired, or otherwise disposed of, the cost and related accumulated depreciation and amortization are removed from the accounts, and any resulting gain or loss is reflected in income for the period.

Long-lived assets of the Company are reviewed annually as to whether their carrying value has been impaired. Management considers assets to be impaired if the carrying value exceeds the future projected cash flows from related operations. Management also reevaluates the periods of depreciation and amortization to determine whether subsequent events and circumstances warrant revised estimates of useful lives. As of December 31, 2018, management expects the carrying value of its long lived assets to be fully recoverable.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Subsequent Events

Events occurring after December 31, 2018 have been evaluated for possible adjustment to the financial statements or disclosure as of June 10, 2019, which is the date the financial statements were available to be issued.

Note 3: Concentrations of Credit Risk

The Company may be subject to credit risk on its cash and cash equivalent investments. At December 31, 2018, the Company maintains its cash balances at three institutions. Accounts at these institutions are insured by the FDIC, which covers up to \$250,000 for substantially all depository accounts. At various times throughout the year, the balances in these accounts may be in excess of federally insured limits. Management believes the Company is not exposed to any significant credit risk on cash and cash equivalents.

Concentrations of credit risks in accounts receivable are limited, due to the large number of customers comprising the Company's customer base. A significant component of the Company's revenue is derived from Medicare and Medicaid. Given that these are government programs, the credit risk for these customers is considered low. The Company performs ongoing credit evaluations of its other customers, but does not require collateral to support customer accounts receivable. The Company establishes an allowance for uncompensated care based on the credit risk applicable to particular customers, historical trends and other relevant information. For the year ended December 31, 2018, the Company derived approximately 73% of its revenues from Medicare and Medicaid and 27% from insurance providers, contracted payers and directly from patients.

CARE AMBULANCE SERVICE, INC.**NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018**

Note 4: Accrued Liabilities

At December 31, 2018, accrued liabilities were as follows:

Agency contract and reimbursement payables	\$ 3,525,573
Accrued workers' compensation and insurance	1,461,000
Accrued payroll and vacation	4,651,346
Patient refunds due	1,482,333
Other accrued liabilities	<u>1,192,213</u>
	<u>\$ 12,312,465</u>

Note 5: Capital Leases

The Company leases ambulances under multiple lease agreements through Falck USA that expire at various dates through December 2022. The asset and liability held under capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the related assets. The assets are depreciated over the lower of the related lease terms or the estimated useful life. Depreciation of the assets under capital lease is included in general and administrative expenses in the accompanying statement of income.

The following is a summary of property held under capital leases, net:

Ambulances	\$ 23,982,459
Less: accumulated depreciation	<u>(6,550,026)</u>
	<u>\$ 17,432,433</u>

Depreciation of assets held under capital leases is included in depreciation expense in the accompanying statement of income and totaled \$3,437,001 for the year ended December 31, 2018.

Future minimum lease payments under capital leases are as follows:

Year Ending December 31,

2019	\$ 5,615,864
2020	5,173,006
2021	3,502,194
2022	<u>255,140</u>
Total minimum lease payments	14,546,204
Less: interest	<u>(1,553,452)</u>
Present value of future minimum lease payments	12,992,752
Current portion	<u>(4,806,084)</u>
Long-term portion	<u>\$ 8,186,668</u>

The interest rate on these capitalized leases is variable. At December 31, 2018, the interest rate was approximately 6.23%.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

Note 6: Income Taxes

For income tax reporting purposes, the Company is part of a consolidated group, which includes other U.S. affiliates of Falck USA. Therefore, the Company does not file separate federal and state income tax returns for its stand-alone activity.

The Company provides for income taxes under the asset/liability method. Deferred income taxes are recognized for the tax consequences in future years for the differences between the tax bases of assets and liabilities and their financial reporting amounts at each year end, based on enacted laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income.

For the year ended December 31, 2018, income tax expense consists of the following:

Current income tax provision	\$ 2,237,000
Deferred provision for income taxes	<u>(514,000)</u>
	<u>\$ 1,723,000</u>

State income taxes account for the primary difference between the Company's effective tax rate and the expected tax rate computed based upon applying the federal statutory rate.

The significant components of the deferred tax assets and liabilities at December 31, 2018 are as follows:

Deferred income tax assets	
Reserves and accruals	\$ 2,995,000
Deferred income tax liabilities	
Depreciation of property, equipment, and leasehold improvements	(4,310,000)
Income tax payable - stand alone basis	<u>(2,237,000)</u>
Deferred income taxes	<u>\$ (3,552,000)</u>

The federal income tax returns related to the Company's activity for tax years 2015 and beyond remain subject to examination by the Internal Revenue Service. The California income tax returns related to the Company's activity for tax year 2014 and beyond remain subject to examination by the Franchise Tax Board.

The Company did not have any unrecognized tax benefits as of December 31, 2018 and does not expect this to change significantly over the next twelve months. In accordance with FASB ASC 740, the Company recognizes interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense. As of December 31, 2018, the Company has not accrued interest or penalties related to uncertain tax positions.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

Note 7: Operating Lease Commitments

Main Office

The Company leases adjacent facilities in Orange, California which serve as the Company's main office facilities. The facilities are leased under two separate leases with separate lessors. One of the leases expired in August 2018, but was amended in March 2018 for another five year term, which expires in August 2023. The monthly rent on this lease ranged from \$16,445 to \$21,203 in 2018 and includes provisions for annual increases. The second lease expires in November 2019, and includes three five-year renewal options exercisable at the sole discretion of the Company. The monthly rent on the second lease is \$102,977. Under both leases the Company is responsible for monthly rent payments as well as the payment of all taxes, insurance premiums, repairs, utilities and maintenance.

For the year ended December 31, 2018, the total rent expense was \$1,428,168 for its main leased office.

Substations/Operation Centers Leases

The Company has 53 operating lease agreements with starting dates ranging from December 2012 through December 2027 for various substations and an operations center. The lease terms are from two to ten years with monthly payments ranging from approximately \$700 to \$14,743. Most of the lease agreements have provisions for annual increases to the monthly rent. As of December 31, 2018, the Company was also leasing 42 substations on a month-to-month basis, 24 of which the rents are based on the actual number of days of utilization.

For the year ended December 31, 2018, the total rent expense for these substations was \$3,137,159.

Equipment

The Company leases equipment under operating lease agreements expiring through May 2019. The lease terms are from four to five years with monthly payments ranging from \$264 to \$1,880. Total lease expense for equipment under operating lease agreements for the year ended December 31, 2018 was \$43,204.

Other Operating Leases

The Company has month-to-month leases for two additional parking lots with monthly payments of \$7,500. The rent expense for the year ended December 31, 2018 was \$90,000.

As of December 31, 2018, the Company had a month-to-month sublease rental income agreement with an unrelated entity for office space located near its main office premises, with a monthly payment of \$4,000. Sublease income for the year ended December 31, 2018 was \$48,000, and is reflected as a reduction of rent expense.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018
Note 7: Operating Lease Commitments (Continued)**Minimum Annual Rentals**

Minimum annual lease payments under non-cancellable operating leases for the years subsequent to December 31, 2018 are as follows:

Year Ending December 31,	Main Office	Substations/ Ops. Center	Equipment	Total
2019	\$ 1,286,750	\$ 1,287,029	\$ 11,202	\$ 2,584,981
2020	264,690	924,406	-	1,189,096
2021	272,630	718,723	-	991,353
2022	280,809	497,060	-	777,869
2023	190,913	326,364	-	517,277
Thereafter	-	1,020,984	-	1,020,984
	<u>\$ 2,295,792</u>	<u>\$ 4,774,565</u>	<u>\$ 11,202</u>	<u>\$ 7,081,560</u>

Total rent expense for the year ended December 31, 2018 was \$4,650,531.

Note 8: Contingencies

The Company is subject to certain outside claims and litigation arising in the ordinary course of business. In the opinion of the Company's management and its counsel, the outcome of such matters will not have a material effect on the accompanying financial statements.

Note 9: 401(k) Pension Plan

The Company participates in a 401(k) pension plan that is sponsored by Falck USA. Employees who are at least 21 years of age and have met the service requirements of the plan are eligible to participate. The Plan provides for employer contributions to eligible employees. Employer contributions to the 401(k) plan for 2018 totaled \$1,123,253.

Note 10: Related-party Transactions

The Company regularly engages in various related party transactions with Falck Denmark, Falck USA, and other Falck USA related entities. The following table is a summary of the amounts due to the Company as a result of these transactions:

Falck Denmark	\$ 14,975,787
Falck USA related entities	6,146,700
Falck USA related entities	<u>11,101,439</u>
	<u>\$ 32,223,926</u>

For the purposes of the consolidated tax return all Falck USA and related balances will be eliminated upon consolidation. These balances do not bear interest and Falck Denmark ultimately determines when repayment will be made.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

Note 10: Related-party Transactions (Continued)

The Company is charged a management fee from Falck based upon a percentage of net revenues before provision for doubtful accounts. For 2018, management fees totaled \$918,926, which is included in general and administrative expenses in the accompanying statement of income.



CARE AMBULANCE SERVICE, INC. FOR THE YEAR ENDED DECEMBER 31, 2017

FINANCIAL STATEMENTS
& INDEPENDENT
AUDITORS' REPORT

Focused
on YOU



CARE AMBULANCE SERVICE, INC.

YEAR ENDED DECEMBER 31, 2017

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Care Ambulance Services, Inc.
Orange, CA

We have audited the accompanying financial statements of Care Ambulance Service, Inc. (a California corporation), which comprise the balance sheet as of December 31, 2017, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Page 2

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Care Ambulance Service, Inc. as of December 31, 2017, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Lance, Soll & Luythard, LLP

Santa Ana, California
June 11, 2018

CARE AMBULANCE SERVICE, INC.
BALANCE SHEET
DECEMBER 31, 2017

ASSETS

CURRENT ASSETS

Cash	\$ 1,184,175
Accounts receivable, net of provisions for contractual allowances and allowance for doubtful accounts	21,097,233
Other receivables	25,653
Prepaid insurance	503,536
Prepaid expenses	<u>599,816</u>
	23,410,413

PROPERTY, EQUIPMENT, AND IMPROVEMENTS

Ambulances and support vehicles	41,445,148
Ambulance equipment	7,769,942
Office equipment	3,615,133
Furniture and fixtures	1,305,223
Leasehold improvements	<u>1,371,316</u>
	55,506,762
Less: accumulated depreciation and amortization	<u>(25,280,174)</u>
	30,226,588

OTHER ASSETS

Due from affiliates	16,838,104
Deposits	<u>404,014</u>
	<u>17,242,118</u>
	<u><u>\$ 70,879,119</u></u>

See independent auditors' report and notes to financial statements.

CARE AMBULANCE SERVICE, INC.
BALANCE SHEET
DECEMBER 31, 2017

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Accounts payable	\$ 342,589
Accrued liabilities	12,758,085
Current portion of capital lease obligations	<u>4,805,810</u>
	17,906,484

LONG-TERM LIABILITIES

Capital lease obligations	12,993,026
Deferred income taxes	<u>3,595,000</u>
	<u>16,588,026</u>
	34,494,510

STOCKHOLDER'S EQUITY

Common stock	10
Additional paid-in-capital	119,517
Retained earnings	<u>36,265,082</u>
	<u>36,384,609</u>
	<u><u>\$ 70,879,119</u></u>

See independent auditors' report and notes to financial statements.

CARE AMBULANCE SERVICE, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2017

REVENUES	\$ 293,363,857
LESS: CONTRACTUAL ALLOWANCES	<u>171,497,121</u>
REVENUES, NET OF CONTRACTUAL ALLOWANCES	121,866,736
LESS: PROVISION FOR BAD DEBTS	<u>31,135,245</u>
NET REVENUES	90,731,491
COST OF REVENUES	<u>70,030,544</u>
GROSS PROFIT	20,700,947
DISPATCH, GENERAL AND ADMINISTRATIVE EXPENSES	
Dispatch and business office	8,890,666
General and administrative	<u>8,433,367</u>
	<u>17,324,033</u>
INCOME FROM OPERATIONS	3,376,914
OTHER INCOME AND (EXPENSES)	
Interest expense	(819,937)
Other income	<u>19,708</u>
	<u>(800,229)</u>
NET INCOME BEFORE INCOME TAXES	2,576,685
PROVISION FOR INCOME TAXES	<u>1,058,000</u>
NET INCOME	<u><u>\$ 1,518,685</u></u>

See independent auditors' report and notes to financial statements.

CARE AMBULANCE SERVICE, INC.
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2017

RETAINED EARNINGS, BEGINNING OF YEAR	\$ 34,746,397
NET INCOME	<u>1,518,685</u>
RETAINED EARNINGS, END OF YEAR	<u><u>\$ 36,265,082</u></u>

See independent auditors' report and notes to financial statements.

CARE AMBULANCE SERVICE, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	\$ 1,518,685
Adjustments to reconcile net income to net cash provided by (used in) operating activities:	
Depreciation and amortization	5,305,722
Loss on disposition of equipment	7,924
Deferred income tax expense	1,058,000
Changes in operating assets and liabilities:	
Accounts receivable	3,909,161
Other receivables	36,809
Prepaid insurance	(145,889)
Prepaid expenses	1,952,558
Due from affiliates	(7,333,337)
Deposits	(96,144)
Accounts payable	(388,126)
Accrued liabilities	<u>2,119,776</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	7,945,139
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property, equipment, and leasehold improvements	<u>(3,109,611)</u>
NET CASH USED IN INVESTING ACTIVITIES	(3,109,611)
CASH FLOWS FROM FINANCING ACTIVITIES	
Payments on capital lease obligations	<u>(4,653,543)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(4,653,543)</u>
NET INCREASE IN CASH	181,985
CASH, BEGINNING OF YEAR	<u>1,002,190</u>
CASH, END OF YEAR	<u><u>\$ 1,184,175</u></u>

See independent auditors' report and notes to financial statements.

CARE AMBULANCE SERVICE, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2017

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the year for:

Interest	\$ 819,937
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NON-CASH INVESTING ACTIVITIES

Purchases of property, equipment, and leasehold improvements	\$ 11,439,430
Less: ambulances held under capital leases	<u>(8,329,819)</u>

Cash paid for equipment and leasehold improvements	<u>\$ 3,109,611</u>
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See independent auditors' report and notes to financial statements.

CARE AMBULANCE SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1 – NATURE OF BUSINESS AND ORGANIZATION

Care Ambulance Service, Inc. (the “Company”) was formed on March 24, 1988. The Company was previously incorporated as Care Convalescent Ambulance, Inc. on August 3, 1976. The Company provides 911, emergency and non-emergency ambulance services, including neonatal intensive care, pediatric intensive care and specialty/critical care transports in Southern California. The Company’s main office is located in Orange, California.

The Company is wholly owned by FCA Corp., a California corporation (“FCA”). FCA is a wholly owned subsidiary of Falck USA Inc., a Delaware corporation (“Falck”).

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of the Company is presented to assist in understanding the Company’s financial statements. The financial statements and notes are representations of the Company’s management who is responsible for their integrity and objectivity.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The accrual basis of accounting recognizes revenues in the accounting period in which revenues are earned regardless of when cash is received, and recognizes expenses in the accounting period in which expenses are incurred regardless of when cash is disbursed.

Revenue Recognition and Patient Receivables

The Company recognizes patient service revenues associated with services provided to patients who have third-party payer coverage; including Medicare, Medicaid and other managed care contractual arrangements, on the basis of contractual rates for the services rendered. For uninsured patients that do not qualify for charity care, the Company recognizes revenues on the basis of its standard rates for services provided.

The Company's revenues from third-party payers, the uninsured and other sources before provision for doubtful accounts are summarized in the following table (dollars in millions):

CARE AMBULANCE SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Revenue Recognition and Patient Receivables (Cont'd)

Medicare	\$ 141.11
Medicaid	68.85
Managed care	51.51
Indemnity, self-pay, other	<u>31.89</u>
	293.36
Less: contractual allowances	(171.50)
	<u><u>\$ 121.86</u></u>

The Company recognizes patient service revenues based upon estimated amounts due from payers. The Company estimates contractual adjustments and allowances based upon payment terms set forth in its commercial health insurance contracts and by federal and state regulations. For the majority of its patient service revenues, the Company applies contractual adjustments to patient accounts at the time of billing using specific payer contract terms entered into the accounts receivable systems, but in some cases the Company records an estimated allowance until payment is received. The Company derives most of its patient service revenues from health care services provided to patients with Medicare, Medicaid and commercial health insurance.

Provision for Bad Debts

The Company provides for accounts receivable that could become uncollectible by establishing an allowance to reduce the carrying value of such receivables to their estimated net realizable value. The Company estimates this allowance based on the aging of its accounts receivable, historical collections experience for each type of patient, and other relevant factors. The Company's policy is to attempt to collect amounts due from patients, including copayments and deductibles due from patients with insurance, at the time of service while complying with all federal and state laws and regulations.

CARE AMBULANCE SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Provision for Bad Debts (Cont'd)

Accounts receivable as of December 31, 2017 consist of the following:

Patient accounts receivable	\$ 46,858,541
Less: provision for bad debts	<u>(25,761,308)</u>
Patient accounts receivable, net	<u><u>\$ 21,097,233</u></u>

Property, Equipment, and Improvements

Property, equipment, and leasehold improvements are stated at cost. Major repairs and leasehold improvements are capitalized. Maintenance and repairs are expensed as incurred. Depreciation of property and equipment is provided over the estimated useful lives of the respective assets using the straight-line method. Leasehold improvements are amortized on the straight-line basis over the terms of the respective leases. The estimated useful lives of the related assets are as follows:

Ambulances and support vehicles	3 - 7 years
Ambulance equipment	5 - 14 years
Office equipment	3 - 7 years
Furniture and fixtures	5 - 7 years
Leasehold improvements	3 - 10 years

Depreciation and amortization expense for the year ended December 31, 2017 was \$5,305,722.

When assets are retired, or otherwise disposed of, the cost and related accumulated depreciation and amortization are removed from the accounts, and any resulting gain or loss is reflected in income for the period.

Long-lived assets of the Company are reviewed annually as to whether their carrying value has been impaired. Management considers assets to be impaired if the carrying value exceeds the future projected cash flows from related operations. Management also reevaluates the periods of depreciation and amortization to determine whether subsequent events and circumstances warrant revised estimates of useful lives. As of December 31, 2017, management expects the carrying value of its long lived assets to be fully recoverable.

CARE AMBULANCE SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Statement of Cash Flows

For purposes of the statement of cash flows, the Company's cash equivalents include time deposits and all highly-liquid temporary interest-bearing deposits having an original maturity date of three months or less.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

NOTE 3 – CONCENTRATIONS OF CREDIT RISK

The Company may be subject to credit risk on its cash and cash equivalent investments. At December 31, 2017, the Company maintains its cash balances at three institutions. Accounts at these institutions are insured by the FDIC, which covers up to \$250,000 for substantially all depository accounts. At various times throughout the year, the balances in these accounts may be in excess of federally insured limits. Management believes the Company is not exposed to any significant credit risk on cash and cash equivalents.

Concentrations of credit risks in accounts receivable is limited, due to the large number of customers comprising the Company's customer base. A significant component of the Company's revenue is derived from Medicare and Medicaid. Given that these are government programs, the credit risk for these customers is considered low. The Company performs ongoing credit evaluations of its other customers, but does not require collateral to support customer accounts receivable. The Company establishes an allowance for uncompensated care based on the credit risk applicable to particular customers, historical trends and other relevant information. For the year ended December 31, 2017, the Company derived approximately 72% of its revenues from Medicare and Medicaid and 28% from insurance providers, contracted payers and directly from patients.

CARE AMBULANCE SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 4 – ACCRUED LIABILITIES

Accrued liabilities were as follows as of December 31, 2017:

Agency contract and reimbursement payables	\$ 4,520,040
Accrued workers' compensation insurance liabilities	1,400,000
Accrued payroll and vacation	2,896,262
Other accrued liabilities	<u>3,941,783</u>
	<u>\$ 12,758,085</u>

NOTE 5 – CAPITAL LEASES

The Company leases ambulances under multiple lease agreements through Falck that expire at various dates through 2022. The asset and liability held under capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the related assets. The assets are depreciated over the lower of the related lease terms or the estimated useful life. Depreciation of the assets under capital lease is included in general and administrative expenses in the accompanying statement of income.

The following is a summary of property held under capital leases, net:

Ambulances	\$ 23,982,459
Less: accumulated depreciation	<u>(3,113,025)</u>
	<u>\$ 20,869,434</u>

Depreciation of assets held under capital leases is included in depreciation expense in the accompanying statement of income and totaled \$2,290,164 for the year ended December 31, 2017.

CARE AMBULANCE SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 5 – CAPITAL LEASES (CONT'D)

Future minimum lease payments under capital leases are as follows:

<u>Year Ending December 31,</u>	
2018	\$ 5,397,121
2019	5,238,100
2020	4,935,432
2021	3,400,274
2022	<u>249,170</u>
Total minimum lease payments	19,220,097
Less: interest	<u>(1,421,261)</u>
Present value of future minimum lease payments	<u>\$ 17,798,836</u>

The interest rate on these capitalized leases is variable. At December 31, 2017, the interest rate was 3.3%.

NOTE 6 – INCOME TAXES

For income tax reporting purposes, the Company is part of a consolidated group, which includes other U.S. affiliates of Falck. Therefore, the Company does not file separate federal and state income tax returns for its stand-alone activity.

The Company provides for income taxes under the asset/liability method. Deferred income taxes are recognized for the tax consequences in future years for the differences between the tax bases of assets and liabilities and their financial reporting amounts at each year end, based on enacted laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income.

For the year ended December 31, 2017, income tax expense consists of the following:

Current income tax provision	\$ 1,764,000
Deferred provision for income taxes	<u>(706,000)</u>
	<u>\$ 1,058,000</u>

CARE AMBULANCE SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 6 - INCOME TAXES (CONT'D)

State income taxes account for the primary difference between the Company's effective tax rate and the expected tax rate computed based upon applying the federal statutory rate.

The significant components of the deferred tax assets and liabilities at December 31, 2017 are as follows:

Deferred income tax assets	
Reserves and accruals	\$ 2,863,000
Deferred income tax liabilities	
Depreciation of property, equipment, and leasehold improvements	<u>(6,458,000)</u>
Net deferred tax liabilities	<u>\$ (3,595,000)</u>

The federal income tax returns related to the Company's activity for tax years 2014 and beyond remain subject to examination by the Internal Revenue Service. The California income tax returns related to the Company's activity for tax year 2013 and beyond remain subject to examination by the Franchise Tax Board.

The Company did not have any unrecognized tax benefits as of December 31, 2017 and does not expect this to change significantly over the next twelve months. In accordance with FASB ASC 740, the Company recognizes interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense. As of December 31, 2017, the Company has not accrued interest or penalties related to uncertain tax positions.

NOTE 7 – COMMON STOCK

The Company is authorized to issue 1,000 shares of common stock at a stated value of \$0.01 per share. At December 31, 2017, there were 1,000 shares of common stock issued and outstanding.

CARE AMBULANCE SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 8 – OPERATING LEASE COMMITMENTS

Main Office

The Company leases adjacent facilities in Orange, California which serve as the Company's main office facilities. The facilities are leased under two separate leases with separate lessors. One of the leases expires in August 2018, but was amended in March 2018 for another five year term, which expires in August 2023. The monthly rent on this lease is \$16,445 and includes provisions for annual increases. The second lease expires in November 2019, and includes three five-year renewal options exercisable at the sole discretion of the Company. The monthly rent on the second lease is \$102,977. Under both leases the Company is responsible for monthly rent payments as well as the payment of all taxes, insurance premiums, repairs, utilities and maintenance.

For the year ended December 31, 2017, the total rent expense was \$1,405,962 for its main leased office.

Substations/Operation Centers Leases

The Company has 49 operating lease agreements with starting dates ranging from December 2012 through September 2017 for various substations and an operations center. The lease terms are from two to ten years with monthly payments ranging from approximately \$700 to \$14,743. Most of the lease agreements have provisions for annual increases to the monthly rent.

As of December 31, 2017, the Company was also leasing 48 substations on a month-to-month basis, 25 of which the rents are based on the actual number of days of utilization.

For the year ended December 31, 2017, the total rent expense for these substations was \$2,873,834.

Equipment

The Company leases equipment under operating lease agreements expiring through May 2019. The lease terms are from four to five years with monthly payments ranging from \$264 to \$1,658. Total lease expense for equipment under operating lease agreements for the year ended December 31, 2017 was \$40,197.

Other Operating Leases

The Company has month-to-month leases for two additional parking lots with monthly payments of \$9,500. The rent expense for the year ended December 31, 2017 was \$97,500.

CARE AMBULANCE SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 8 – OPERATING LEASE COMMITMENTS (CONT'D)

Other Operating Leases (Cont'd)

As of December 31, 2017, the Company had a month-to-month sublease rental income agreement with an unrelated entity for office space located near its main office premises, with a monthly payment of \$4,000. Sublease income for the year ended December 31, 2017 was \$48,000, and is reflected as a reduction of rent expense.

Minimum Annual Rentals

Minimum annual lease payments under non-cancellable operating leases for the years subsequent to December 31, 2017 are as follows:

Year Ending December 31,	Main Office	Substations/ Ops. Center	Equipment	Total
2018	\$ 1,452,094	\$ 1,651,495	\$ 45,663	\$ 3,149,252
2019	1,286,750	1,132,447	11,053	2,430,250
2020	264,690	718,759	-	983,449
2021	272,630	552,570	-	825,200
2022	280,809	411,854	-	692,663
Thereafter	190,913	1,193,980	-	1,384,893
	<u>\$ 3,747,886</u>	<u>\$ 5,661,105</u>	<u>\$ 56,716</u>	<u>\$ 9,465,707</u>

Total rent expense for the year ended December 31, 2017 was \$4,369,494.

NOTE 9 – CONTINGENCIES

The Company is subject to certain outside claims and litigation arising in the ordinary course of business. In the opinion of the Company's management and its counsel, the outcome of such matters will not have a material effect on the accompanying financial statements.

NOTE 10 – 401(k) PENSION PLAN

The Company participates in a 401(k) pension plan that is sponsored by Falck. Employees who are at least 21 years of age and have met the service requirements of the plan (as defined) are eligible to participate. The Plan provides for employer contributions to eligible employees. Employer contributions to the 401(k) plan for 2017 totaled \$946,500.

CARE AMBULANCE SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 11 – RELATED PARTY TRANSACTIONS

From time to time the Company will engage in transactions with Falck and affiliates controlled by Falck. As a result of these transactions, the Company had a net due from affiliates of \$16,838,104 as of December 31, 2017.

The Company is charged a management fee from Falck based upon a percentage of net revenues before provision for doubtful accounts. For 2017, management fees totaled \$891,282, which is included in general and administrative expenses in the accompanying statement of income.

NOTE 12 – SUBSEQUENT EVENTS

Events occurring after December 31, 2017 have been evaluated for possible adjustment to the financial statements or disclosure as of June 11, 2018, which is the date the financial statements were available to be issued.



ATTACHMENT 17

Certificate of Insurance

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FALCK USA, Inc.

Endorsement Effective Date: October 1, 2020

SCHEDULE

Name Of Person(s) Or Organization(s):

Where required by written contract executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

Attached to and forming part of Policy Number:	First Named Insured:	Policy Period:
005CA000027739	Falck USA, Inc.	10/01/2020 to 10/01/2021 At 12:01 AM Standard Time at the address of the First Named Insured as stated herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

Entity Medical Professional Liability Coverage Part
Commercial General Liability Coverage Part

Subject to all other terms and conditions of the POLICY, it is agreed and understood that:

A. Section II. Definition of Insured is amended to include as an additional INSURED any person(s) or organization(s) when YOU and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional INSURED on your POLICY. Such person(s) or organization(s) is an INSURED only with respect to liability arising out the activities as described within the contract by a NAMED INSURED and such person(s) or organization(s). However, the insurance afforded to such additional INSURED:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which a NAMED INSURED is required by the contract or agreement to provide for such additional INSURED.

A person's or organization's status as an additional INSURED under this endorsement ends when their contract or agreement with YOU ends.

B. With respect to the insurance afforded to the additional INSUREDS, the following is added to Section III. Our Limit of Liability:

If coverage provided to the additional INSURED is required by a contract or agreement, the most WE will pay on behalf of the additional INSURED is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Liability shown in the DECLARATIONS; whichever is less.

This endorsement shall not increase the applicable Limit of Liability shown in the DECLARATIONS.

Nothing in this endorsement shall vary, alter, waive or extend any of the terms and conditions of the POLICY, other than as expressly stated above.

Sam Mezzich
President

Erin B. Bagley
Assistant Secretary



ATTACHMENT 18

CAAS Accreditation

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD

The Commission on Accreditation of Ambulance Services

Certificate of Accreditation

Care Ambulance Service, Inc.
Orange, California

The Commission on Accreditation of Ambulance Services presents this certificate of Accreditation in recognition of this service's voluntary compliance with the Commission's high standards. These standards have been established to encourage and promote improved quality patient care in the medical transportation system. This service has successfully completed a comprehensive external review to verify compliance with these national standards.

Issued: December, 2019



Matthew R. Stregger, Chair
Panel of Commissioners



Expires: January 31, 2023



Dale J. Berry, Chair
Board of Directors



ATTACHMENT 19

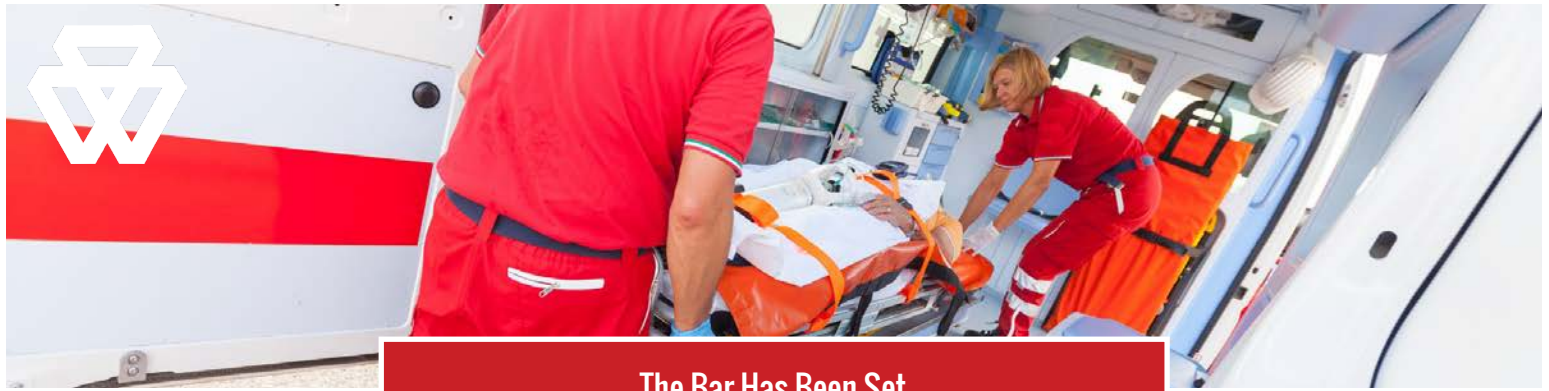
ImageTrend Elite Electronic Patient Care Record (ePCR) System

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD





The Bar Has Been Set

ImageTrend Elite™ is the gold standard of electronic documentation and reporting. It was developed with the user in mind, with a fluid interface optimized across multiple platforms and operating systems. The smart dashboard and real-time validation further improve productivity by allowing flexibility and reducing inaccuracies.

Built on Standards

You can count on standardized data formats - including certified compliant NEMSIS version 3 and NFIRS 5.0 - from the field to final reporting in national databases.



Multi-Device Ready

Choose the right type of device for your department, rather than being tied to one type of operating system, or even run a mix of devices. Ruggedized Windows-based laptops can coexist with Apple iPad and a Google Android tablets – all using the same software. That equates to less configuration time, faster training and consistent user experience, even in a mixed-platform environment. See *System Requirements* at ImageTrend.com for details.

Fluid, Intelligent Interface

The Elite interface was built from the ground up for the ultimate user experience in data collection and reporting.

- Up-front view of key performance indicators (KPIs) with the dashboard
- Visual cues for users with color-blindness
- Contrasting hues provide quick alerts to validation status
- Rapidly assign fields to a form with the Form Manager
- Experience a layout that automatically adjusts to each device

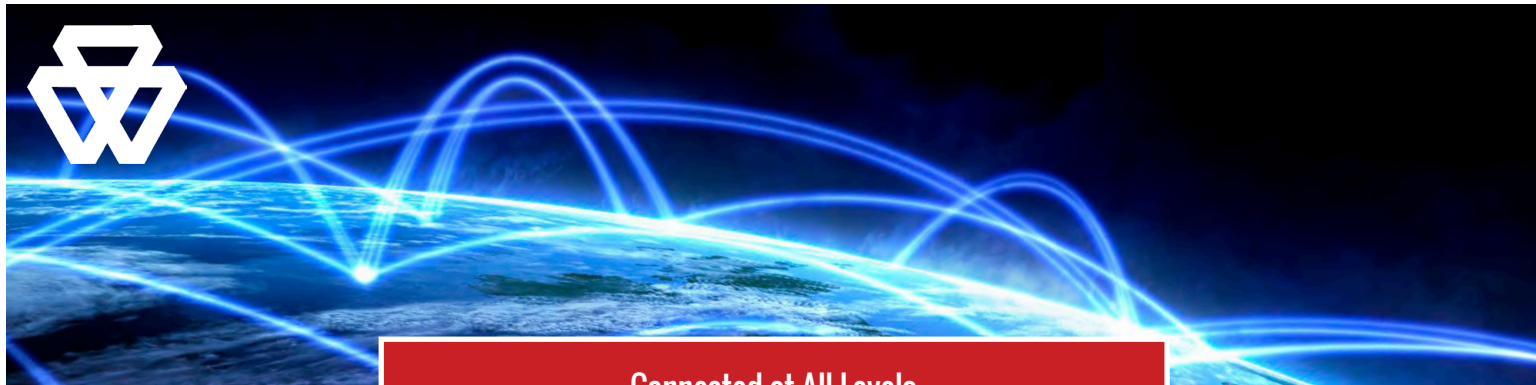


Report and Analyze

ImageTrend's powerful reporting database gives you the flexibility to quickly and easily create dynamic reports. Monitor key performance indicators, set up alerts or triggers, or integrate multiple data sources to reveal the trends in your community.

Dynamic Power Tools™ and Situation Tools™

Dynamic Power Tools and Situation Tools make complex or repetitive documentation a breeze, reducing documentation effort for common procedures or doses to something as easy as a single tap based on the situation at hand. Crews can save valuable time without sacrificing accuracy.



Connected at All Levels

Elite connects multiple disciplines with a single platform and integrates with other systems to aid data sharing and submission. With the Open Platform through Health Information Hub™ (HIH™), Elite can connect with hospitals or transfer encounters to and from other agencies - even if they don't have Elite!*

Offline Capability

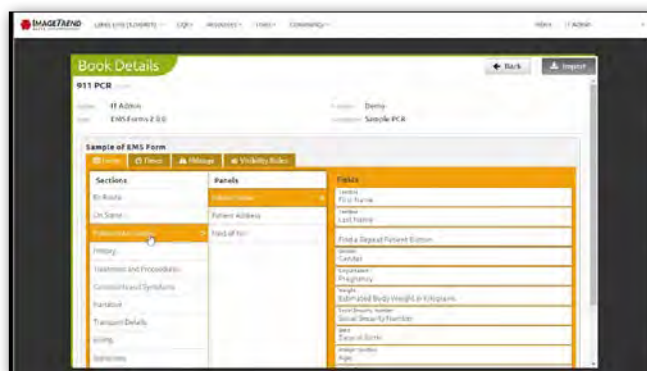
With optional Elite Field, incidents and inspections can still be documented without a wifi signal. Once connection is restored, completed reports can be submitted to Elite's cloud-based system. Elite Field's encrypted database keeps sensitive data protected from unauthorized access on the local device.

Combined Fire and EMS - Even Critical Care - in a Single Solution

There is no need to have separate fire RMS and ePCR documentation. With Elite, incidents can be linked to reduce data entry and discrepancies. With the optional Critical Care Module, agencies providing CCT (critical care transport) can document data points specific to their industry in the same system. The common interface also reduces training times for crew with both fire and EMS duties.

The Library

To simplify setup and encourage best practices, the Library makes it easy to share user-generated content with peers in other departments. Users can share form templates, worksheets, print reports, Dynamic Power Tools and system level validation rules in the library. All are categorized and searchable.



Enterprise-ready Capabilities

One of the key reasons Elite can do so much is because of its extended enterprise capabilities.

- Scalable from smaller agencies or departments with 200 incidents/year to a large statewide system
- Configurable access and security based on permission groups
- Tiered administration and reporting based on your organizational structure
 - ◊ Statewide, countywide, regional or district
 - ◊ Cooperative or large private ambulance
 - ◊ Custom groupings of more than one agency or department
- Users associated with multiple agencies can belong to a different permission group for each
- System configurable and service configurable settings

* Requires each endpoint to be certified NEMSIS version 3 compliant. Special data sharing agreements required - contact ImageTrend for details.



Join us at our annual Connect User Conference!

Connect with industry leaders and peers nationwide. More information: ImageTrend.com/Connect





ATTACHMENT 20

Community Outreach & Education Overview

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



Community Outreach & Education

Falck recognizes the company's special role in promoting public health and safety in the communities we serve. Annually, Falck provides hundreds of hours of community service and education programming throughout California. Falck's Clinical Manager in Oxnard will coordinate community education and outreach programming with the Oxnard Fire Department to ensure programs integrate well with OFD offerings and address the community's special needs. We offer a variety of educational programs tailored to local service areas that are designed to improve access to the 9-1-1 system and to promote health and wellness. Educational programs will be provided to schools and community groups within the City on a regular basis. Falck routinely collaborates with fire agencies, non-profit organizations and EMS-related groups, such as the American Heart Association, the American Red Cross, to develop and deliver quality education for a variety of audiences.



Falck routinely hosts ambulance tours and educational programs at schools to educate children about EMS and the 9-1-1 system.

While our programs in the City will be customized in collaboration with OFD, we describe several popular outreach programs below that reflect Falck's experience in community education.

Stop the Bleed Campaign



With an eye toward addressing pressing public health concerns, including mass shooting events, Falck participates in the Stop the Bleed educational program. Stop the Bleed is a national campaign spearheaded by the Department of Homeland Security (DHA) that enhances community preparedness for mass shootings and other traumatic incidents. The program encourages bystanders to become trained, equipped and empowered to assist victims in a bleeding emergency until EMS arrives.

The program includes school-age children and adults, with classes coordinated through schools and community organizations and material tailored to the age of the audience. The program also helps spread awareness of the Stop the Bleed App, which provides straightforward, step-by-step first aid and tourniquet instructions to citizen responders via phone app to help curtail bleeding in a trauma victim until EMS arrives. Falck's instructors are specially trained in the Stop the Bleed curriculum.



Hands-Only CPR Education & Events

Falck routinely supports Sidewalk CPR and Hands-Only CPR/AED education throughout the areas we serve. Hands-only CPR is American Heart Association (AHA)-sanctioned education that's often provided in collaboration with fire agencies and other community groups. The program delivers effective CPR education en masse to increase the number of citizen CPR responders in the community prepared to initiate resuscitation efforts before EMS arrives, as they are often the "first responders" on scene. The company provides certified CPR instructors and equipment for Sidewalk CPR stations.

Teen DUI Education

Falck is an active supporter of programs designed to educate teens about the dangers of driving under the influence. For example, the company is highly involved in the "Every 15 Minutes Program" in California and Colorado, which brings together a broad coalition of local agencies in the state to reduce alcohol-related accidents among teens. The program is a collaboration between the Highway Patrol, local law enforcement agencies, hospitals, first responder agencies, schools, businesses and service clubs. It's designed to promote good choices among teenagers and to raise awareness about the very tragic consequences of driving under the influence. This powerful two-day program challenges students to think about drinking, texting while driving, personal safety, and the responsibility of making mature decisions when lives are on the line. Similar teen programs will be provided or supported in collaboration with partner agencies in Harris County.



Teens in Laguna Hills, California, participate in a hands-on Every 15 Minutes mock accident to experience first-hand the potentially devastating consequences of driving under the influence.

EMS Education for Kids

Falck often collaborates with local non-profits and hospital systems to provide education and safety programs for children. For example, in California Falck is an active coalition member of Safe Kids Orange County and the Orange County Child Passenger Safety Task Force, with Children's Hospital of Orange County (CHOC) acting as the lead for both organizations. Falck's Care Ambulance Service collaborates with CHOC to help enhance public awareness and improve safety for the area's youngest residents.



Falck staff deliver first aid and other youth-focused education in collaboration with non-profits and children's hospitals.

Community education programs focus on teaching evidence-based best practices in childhood injury prevention and wellness, including car seat installation events and the hosting of NHTSA-certified car seat technician courses for partner agencies.

In addition, Falck EMTs and Paramedics teach a variety of Safe Kids classes in the regions we serve, in partnership with LEMSAs and the local first responder agencies. Topics include water safety, home safety, helmet use, car seat use, babysitting preparedness, medication safety and sports safety. Programs, which are frequently delivered at schools and community centers, are led by a designated Falck Community Education Coordinator and supported by specially trained field-level staff who have an interest in, and affinity for, community education and outreach.

Senior-Focused Education & Care

Senior citizens represent another vulnerable population that benefits from EMS involvement in outreach and education. In areas with a high concentration of senior communities, Falck may provide a dedicated 24-hour ambulance. Staff in these locations receive specialized customer service training focused on common senior health issues. Ambulance personnel conduct senior welfare checks and provide specialized public health and education programs targeted to this older demographic, such as blood pressure screenings or fall prevention.

Public Access Defibrillation (PAD), CPR & First Aid Education

Working with local jurisdictions, Falck provides Public Access Defibrillation (PAD) services upon request. The company provides required medical oversight of these important life-saving programs, and trains and certifies local police agencies and local government employees in the proper use of AEDs. Falck also routinely delivers CPR and first-aid education for city or county staff in the EOAs we serve.

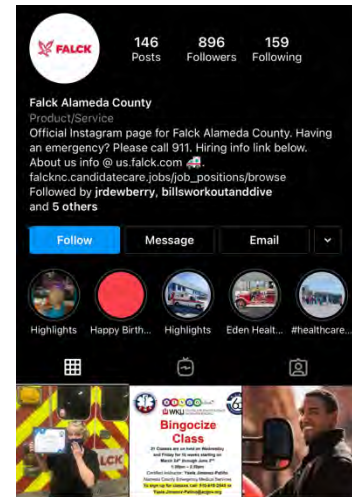


Community Engagement Via Social Media

Falck maintains active social media campaigns via Instagram and/or Facebook as a tool to educate and inform the communities we serve. These popular social media platforms help us better engage with the local community, our workforce, our partner agencies and the global EMS community.

We often post timely public service announcements (PSAs) regarding national public health campaigns and communicate on Instagram during local disaster events. We also use social to promote ongoing community education initiatives and to disseminate company news and EMS event announcements. In addition, Falck frequently uses these platforms to “high-five” staff for a job well-done.

Programs such as those described here will be developed in collaboration with OFD to ensure outreach and education addresses the local community needs and achieves unified messaging.



Local Falck operations are active on social media to educate the public and engage with employees.



ATTACHMENT 21

Letters of Recommendation

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



Westminster Police Department
Mark Lauderback, Chief of Police
8200 Westminster Boulevard, Building 5, Westminster, CA 92683
www.westminster-ca.gov (714) 898-3315



February 17, 2021

City of Oxnard Fire Department
360 W. Second St.
Oxnard, CA 93030

To Whom It May Concern:

Since 2016, the City of Westminster has contracted with Falck Mobile Health Corp. dba Care Ambulance for 911 ambulance services in conjunction with Orange County Fire Authority (OCFA). We are an ethnically diverse community with a population over 91,000.

Throughout our partnership, the team at Falck/Care has consistently delivered reliable, high-quality, and equitable service to our City. They have proven to be collaborative, transparent, and responsive to all matters related to our system. It is my firm belief that the City of Oxnard would receive the same level of service we have experienced should it choose Falck Mobile Health in its RFP process.

Should you require any further information related to our contract, please do not hesitate to contact me directly at (714) 548-3200.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mark Lauderback".

Mark Lauderback
Chief of Police

MAYOR
Vicente Sarmiento
MAYOR PRO TEM
David Penaloza
COUNCILMEMBERS
Phil Bacerra
Johnathan Ryan Hernandez
Jessie Lopez
Nelida Mendoza
Thai Viet Phan



CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
CLERK OF THE COUNCIL
Daisy Gomez

CITY OF SANTA ANA

FINANCE AND MANAGEMENT SERVICES

20 Civic Center Plaza • P.O. Box 1964 | Santa Ana, California 92702

February 17, 2021

To Whom It May Concern,

Since 2012, the City of Santa Ana has contracted with Falck Mobile Health Corp., dba Care Ambulance for 911 ambulance services in conjunction with the Orange County Fire Authority (OCFA). In December 2018, the City awarded Care Ambulance a five year contract renewal through December 31, 2023, with subsequent renewal options totaling an addition five years through December 31, 2028.

We are an ethnically diverse community with a population over 335,000 spread over 27.5 square miles. Amongst cities in the United States with a population of 300,000 or more, Santa Ana is the fourth-most densely populated: with 12,471.5 people per square mile.

Throughout our relationship, the team at Falck/Care has consistently delivered reliable, high-quality, and equitable service to our City. They have proven to be collaborative, transparent, and responsive to all matters related to our system. It is my belief that the City of Oxnard would receive the same consistently high level of service that we have experienced should it choose Falck Mobile Health in its RFP process.

Should you require any more information related to our contract, please do not hesitate to contact Alex Gutierrez, Management Analyst, by phone at (714) 647-5497 or via email at agutierrez@santa-ana.org.

Sincerely,

Willard V. Holt
Treasury & Customer Services Manager
Finance and Management Services Agency

cc: Alex Gutierrez, Management Analyst

SANTA ANA CITY COUNCIL

Vicente Sarmiento
Mayor
vsarmiento@santa-ana.org

David Penaloza
Mayor Pro Tem, Ward 2
dpenaloza@santa-ana.org

Thai Viet Phan
Ward 1
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Jessie Lopez
Ward 3
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Phil Bacerra
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Johnathan Ryan Hernandez
Ward 5
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Nelida Mendoza
Ward 6
nmendoza@santa-ana.org



ATTACHMENT 22

List of 911 Contracts

Falck

Solicitation No. FI-21-51

PROPOSAL TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT SERVICES
FOR THE CITY OF OXNARD



LIST OF 911 CONTRACTS

SOUTHERN CALIFORNIA – FALCK MOBILE HEALTH CORP./CARE AMBULANCE SERVICE, INC.

Location	Contract	Reimbursement	Contact	Phone	Original Contract Start
Anaheim Fire and Rescue	BLS 911	Alliance	Pat Russell	714-765-4000	1998
City of Buena Park	BLS 911	Fee For Service	Aaron France	714-562-3554	1999
Costa Mesa Fire and Rescue	BLS 911	Alliance	Dan Stefano	714-754-5106	2008
Fountain Valley Fire Department	BLS 911	Alliance	Ron Cookston	714-593-4436	1998
Fullerton Fire Department	BLS 911	Alliance	Adam Loeser	714-738-6500	2003
City of Garden Grove	BLS 911	Fee For Service	Scott Stiles	714-741-5100	2001
City of La Habra	BLS 911	Alliance	Robert Ferrier	562-383-4010	2008
County of Los Angeles EOA 2	BLS 911	Fee For Service	Cathy Chidester	562-347-1604	2019
County of Los Angeles EOA 3	BLS 911	Fee For Service	Cathy Chidester	562-347-1604	2017
County of Los Angeles EOA 4	BLS 911	Fee For Service	Cathy Chidester	562-347-1604	2016
County of Orange - Reg B	BLS 911	Fee For Service	Tamara McConnell	714-834-3500	2008
County of Orange - Reg C	BLS 911	Fee For Service	Tamara McConnell	714-834-3500	2015
County of Orange - Reg D	BLS 911	Fee For Service	Tamara McConnell	714-834-3500	2015
County of Orange - Reg E	BLS 911	Fee For Service	Tamara McConnell	714-834-3500	2015
City of Santa Ana	BLS 911	Alliance	Willard Holt	714-647-5456	2012
City of San Clemente	BLS 911	Alliance	Erik Sund	949-361-8200	2015
City of Westminster	BLS 911	Alliance	Mark Lauderback	714-548-3200	2016

NORTHERN CALIFORNIA – FALCK

Location	Contract	Reimbursement	Contact	Phone	Original Contract Start
Alameda County	Exclusives 911 ALS	FFS	Lauri McFadden	510-618-2055	7/1/19



LIST OF 911 CONTRACTS

Cont.

COLORADO – FALCK

Location	Contract	Reimbursement	Contact	Phone	Original Contract Start
City of Aurora	Exclusives 911 ALS	FFS	Jason Bachelor	303-739-7060	9/1/15

OREGON - FALCK

Location	Contract	Reimbursement	Contact	Phone	Original Contract Start
City of Salem	Exclusives 911 ALS	FFS	Darrin George	503-932-5785	2015

EXHIBIT C

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Falck shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Falck fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**Living Wage Policy**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Falck shall compensate any employee of Falck who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Falck shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Falck shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Falck agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Falck fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Falck, effective immediately.

D. In addition, if Falck fails to comply with the Living Wage Policy in any manner, Falck shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Falck shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Falck of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020**

Falck shall compensate any employee of Falck who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Falck shall pay such employee no less than **\$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Falck shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Falck agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Falck fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Falck, effective immediately.
- c. In addition, if Falck fails to comply with the Living Wage Policy in any manner, Falck shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Falck shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Falck of the amount owed.

EXHIBIT D**COST SHEET EMT (FULL TIME)**

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
# of Hours* ^a	56 / 42	56 / 42	56 / 42	56 / 42	56 / 42
Hour Wage avg. ^b	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Annual OT**	\$446,006	\$459,386	\$473,168	\$487,363	\$501,984
Paid Vacation	\$59,486	\$61,270	\$63,108	\$65,002	\$66,952
Paid Holidays	\$23,794	\$24,508	\$25,243	\$26,001	\$26,781
Sick Leave	\$5,949	\$6,127	\$6,311	\$6,500	\$6,695
Continuing Ed.	\$6,778	\$6,981	\$7,191	\$7,407	\$7,629
Uniforms	\$12,454	\$12,828	\$13,213	\$13,609	\$14,017
Tuition					
Health Care***	\$111,386	\$114,727	\$118,169	\$121,714	\$125,366
Deductible					
Dental***	\$20,130	\$20,734	\$21,356	\$21,997	\$22,656
Deductible					
Vision***	\$4,026	\$4,147	\$4,271	\$4,399	\$4,531
Deductible					
Other - 401k, Other Benefits	\$35,691	\$36,762	\$37,865	\$39,001	\$40,171
Other - Payroll Taxes	\$107,074	\$110,286	\$113,595	\$117,003	\$120,513
Other - Normal Payroll	\$775,994	\$799,274	\$823,252	\$847,950	\$873,389

*number of hours to be considered full time

**amount of overtime paid based on FLSA/staffing requirements

***amount paid by employer that counts against total employee costs

1. Reflects average work week hours for 24-hour shift / 12-hour shift
2. Wages reflect numbers from AP Triton Report. Collective Bargaining Agreement of current workforce (NAGE) has not been provided.

COST SHEET EMT (PART TIME)^c

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Hour Wage avg. ^b	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Paid Vacation	\$2,454	\$2,528	\$2,604	\$2,682	\$2,762
Paid Holidays	\$982	\$1,011	\$1,041	\$1,073	\$1,105
Sick Leave	\$245	\$253	\$260	\$268	\$276
Continuing Ed.	\$847	\$872	\$899	\$926	\$953
Uniforms	\$1,557	\$1,603	\$1,652	\$1,701	\$1,752
Tuition					
Health Care**	\$4,595	\$4,733	\$4,875	\$5,022	\$5,172
Deductible					

Dental**	\$830	\$855	\$881	\$908	\$935
Deductible					
Vision**	\$166	\$171	\$176	\$182	\$187
Deductible					
Other - 401k, Other Benefits	\$1,473	\$1,517	\$1,562	\$1,609	\$1,657
Other - Payroll Taxes	\$4,418	\$4,550	\$4,687	\$4,827	\$4,972
Other - Normal Payroll	\$31,416	\$32,359	\$33,330	\$34,329	\$35,359

**amount paid by employer that counts against total employee costs

1. Wages reflect numbers from AP Triton Report. Collective Bargaining Agreement of current workforce (NAGE) has not been provided.
2. Falck reviews actual hours worked by part-time employees to review eligibility for benefits. These estimated costs are based on experience from our existing operation in Southern California.

COST SHEET PARAMEDIC (FULL TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
# of Hours* ^a	56 / 42	56 / 42	56 / 42	56 / 42	56 / 42
Hour Wage avg. ^b	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Annual OT**	\$568,552	\$585,609	\$603,177	\$621,272	\$639,911
Paid Vacation	\$74,357	\$76,588	\$78,885	\$81,252	\$83,690
Paid Holidays	\$29,743	\$30,635	\$31,554	\$32,501	\$33,476
Sick Leave	\$7,436	\$7,659	\$7,889	\$8,125	\$8,369
Continuing Ed.	\$9,665	\$9,955	\$10,254	\$10,561	\$10,878
Uniforms	\$12,454	\$12,828	\$13,213	\$13,609	\$14,017
Tuition					
Health Care***	\$139,232	\$143,409	\$147,711	\$152,143	\$156,707
Deductible					
Dental***	\$25,162	\$25,917	\$26,695	\$27,496	\$28,321
Deductible					
Vision***	\$5,032	\$5,183	\$5,339	\$5,499	\$5,664
Deductible					
Other - 401k, Other Bens	\$44,614	\$45,953	\$47,331	\$48,751	\$50,214
Other - Payroll Taxes	\$133,843	\$137,858	\$141,994	\$146,254	\$150,641
Other - Normal Payroll	\$966,365	\$995,356	\$1,025,216	\$1,055,973	\$1,087,653

*number of hours to be considered full time

**amount of overtime paid based on FLSA staffing requirements

*** amount paid by employer that counts against total employee costs

1. Reflects average work week hours for 24-hour shift / 12-hour shift
2. Wages reflect numbers from AP Triton Report. Collective Bargaining Agreement of current workforce (NAGE) has not been provided.

COST SHEET PARAMEDIC (PART TIME) ^c

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Hour Wage avg. ^b	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Paid Vacation	\$1,473	\$1,517	\$1,562	\$1,609	\$1,657
Paid Holidays	\$589	\$607	\$625	\$644	\$663
Sick Leave	\$147	\$152	\$156	\$161	\$166
Continuing Ed.	\$1,812	\$1,866	\$1,922	\$1,980	\$2,039
Uniforms	\$2,335	\$2,405	\$2,477	\$2,552	\$2,628
Tuition					
Health Care**	\$2,757	\$2,840	\$2,925	\$3,013	\$3,104
Deductible					
Dental**	\$498	\$513	\$529	\$545	\$561
Deductible					
Vision**	\$100	\$103	\$106	\$109	\$112
Deductible					
Other - 401k, Other Bens	\$884	\$910	\$937	\$966	\$994
Other - Payroll Taxes	\$2,651	\$2,730	\$2,812	\$2,897	\$2,983
Other - Normal Payroll	\$58,906	\$60,673	\$62,493	\$64,368	\$66,299

**amount paid by employer that counts against total employee costs

1. Wages reflect numbers from AP Triton Report. Collective Bargaining Agreement of current workforce (NAGE) has not been provided.
2. Falck reviews actual hours worked by part-time employees to review eligibility for benefits. These estimated costs are based on experience from our existing operation in Southern California.

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COST SHEET SUPERVISOR (FULL TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Hour Rate avg. Salary	\$210,000	\$216,300	\$222,789	\$229,473	\$236,357
Annual OT*	\$0	\$0	\$0	\$0	\$0
Paid Vacation	\$14,700	\$15,141	\$15,595	\$16,063	\$16,545
Paid Holidays	\$2,100	\$2,163	\$2,228	\$2,295	\$2,364
Sick Leave	\$0	\$0	\$0	\$0	\$0
Continuing Ed.	\$0	\$0	\$0	\$0	\$0
Uniforms	\$0	\$0	\$0	\$0	\$0
Tuition	\$0	\$0	\$0	\$0	\$0
Health Care**	\$21,706	\$22,357	\$23,028	\$23,719	\$24,431
Deductible	\$0	\$0	\$0	\$0	\$0
Dental**	\$3,972	\$4,091	\$4,214	\$4,340	\$4,471
Deductible	\$0	\$0	\$0	\$0	\$0
Vision**	\$794	\$818	\$843	\$868	\$894
Deductible	\$0	\$0	\$0	\$0	\$0
Other – 401k, Other Benefits	\$23,100	\$23,793	\$24,507	\$25,242	\$25,999
Other – Payroll Taxes	\$16,800	\$17,304	\$17,823	\$18,358	\$18,909
Other					

*amount of overtime paid based on FLSA staffing requirements

**amount paid by employer that counts against total employee costs

COST SHEET VEHICLES

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Fuel	125,170	128,925	132,793	136,777	140,880
Repair/maintenance	112,653	116,033	119,514	123,099	126,792
Registration	8,000	8,240	8,487	8,742	9,004
Insurance	40,000	41,200	42,436	43,709	45,020
Lease/Depreciation ^d	465,922	461,922	108,780	87,148	38,000
Total Vehicle Cost	751,745	756,320	412,010	399,475	359,696

3. 2-year depreciation is based on initial term of contract. Subject to negotiation.

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COST SHEET A&G

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Rents & Leases	207,000	213,210	140,039	144,240	148,567
Utilities	56,400	58,092	59,835	61,630	63,478
Office supplies	18,000	18,540	19,096	19,669	20,259
Overhead	481,911	479,609	471,352	483,345	495,618
Indirect cost (IT and Related)	277,308	265,324	253,862	261,477	269,322
Other – Supplies	185,318	19,339	19,919	20,517	21,133
Other – Start-Up Expense	217,934				
Other – Margin	644,979	619,770	575,849	593,125	610,672
Total A&G Cost	2,088,849	1,673,884	1,539,952	1,584,002	1,629,049

COST SHEET INSURANCE

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Workers Compensation	21,500	22,145	22,810	23,494	24,199
General liability	75,000	77,250	77,250	79,568	79,568
Errors & Omissions					
Other					
Total Insurance Cost	96,500	99,395	100,060	103,061	103,766

COST SHEET PROFESSIONAL SERVICES

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Legal	34,800	35,844	36,919	38,027	39,168
Training	46,997	48,407	49,859	51,355	52,896
Associations	1,200	1,236	1,273	1,311	1,351
Other	84,000	86,520	89,116	91,789	94,543
Total Professional Sev.	166,997	172,007	177,167	182,482	187,957

COST SHEET TOTAL

	Year 1	Year 2	Year 3	Year 4	Year 5
Total	\$7,143,621	\$6,862,321	\$6,514,727	\$6,683,131	\$6,826,999
5-Year Total					\$34,030,799

Exhibit D

City of Oxnard 911
Falck - Revised Tables

#1 - Revised Vehicles

First Tier -Type III - UPDATED ALS Ambulances												
Unit No.	Model Year	Make	Model	Body Type	VIN Number	License Plate	OEM Mfr. Date	Build Number	Chassis Upfitter	Engine Type	Mileage	
375	2015	Ford	E350 SD	Mod	1FDWE3FS1 FDA27002	CARE 375	42036	R54315	Leader	6.8 Gas	129555	
385	2015	Ford	E350 SD	Mod	1FDWE3FS5 FDA27004	CARE 385	42036	RG54365	Leader	6.8 Gas	14427	
384	2015	Chevy	G3500	Mod	1GB3G2CL8 F1185917	CARE 384	42036	R5642	Road Rescue	6.6 DIT	110774	
388	2015	Chevy	G3500	Mod	1GB3G2CL7 F1168560	CARE 388	42005	MC36270	Leader	6.6 DIT	97669	
442	2017	Ford	E350 SD	Mod	1FDWE3FS6 GDC57362	CARE 442	42461	MFG59806	Leader	6.8 Gas	79643	
459	2017	Ford	E350 SD	Mod	1FDWE3FS7 HDC16627	CARE 459	42614	MFG59997	Leader	6.8 Gas	89018	

#2 - Revised Cost Sheet - Vehicles Portion

COST SHEET - VEHICLES					
Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Fuel	125,170	128,925	132,793	136,777	140,880
Repair/maintenance	112,653	116,033	119,514	123,099	126,792
Registration	8,000	8,240	8,487	8,742	9,004
Insurance	40,000	41,200	42,436	43,709	45,020
Lease/Depreciation	465,922	461,922	108,780	87,148	38,000
Total Vehicle Cost	751,745	756,320	412,010	399,475	359,696

Drug Free Work Place			
Section:	Human Resources	Effective Date:	June 2016
Policy #:	316	Responsible Position:	Director of Human Resources

Policy:

Care Ambulance Service will provide a drug free work place for its employees, therefore, all employees are to be free of the effects of drugs and alcohol at all times, when on duty, as a condition of employment.

The unauthorized possession of alcohol or controlled substances including marijuana regardless of legal status for personal use, procurement, sale or distribution or controlled substance drugs on Company premises is prohibited.

Procedure:

The purpose of the Company's drug and alcohol policy is to ensure a work environment free of prohibited drug and alcohol abuse by employees both on and off the job to the extent that it would affect job performance or safety at any of the Company's facilities or work locations. All provisions of the drug and alcohol policy are to be construed liberally to achieve this goal. The Company intends to comply with all applicable laws governing the maintenance of a drug free workplace. This policy may be modified from time to time to assure that its purposes are met.

Covered Personnel - All employees and applicants for employment are covered by the terms and conditions of this Policy and Procedure.

Prohibited Conduct - Employees shall not possess, consume, use, or be under the influence of, alcohol or any form of drugs or chemical substance prohibited under federal or state law in the workplace or while conducting Company business off Company premises except for customary business practices. Use, possession, unlawful manufacturing, sale or solicitation of prohibited drugs, alcohol, or chemical substances on Company premises or when conducting Company business or reporting to work with any detectable amount of prohibited drugs or alcohol in the bodily system as determined by testing may result in disciplinary action, up to and including immediate discharge. Employees rendered ineffective or otherwise impaired by over-the-counter or prescription drugs will not be permitted to work. Employees terminated for any of the above causes will not be eligible for any Company sponsored rehabilitative leave programs.

This policy also applies to any individual or personnel of other companies or contractors having business with the Company. No persons in possession of or impaired by drugs or alcohol are permitted on Company premises or work sites.

Drug Free Work Place			
Section:	Human Resources	Effective Date:	June 2016
Policy #:	316	Responsible Position:	Director of Human Resources

The employee must notify the Company of any criminal drug statute convictions within 24 hours of any conviction.

Policy and Violation Investigation

1. The Company may conduct unannounced searches for prohibited drugs or alcohol on Company property or work sites. Employees are expected to cooperate in the conducting of such searches.
2. All applicants to be made a job offer will be tested for prohibited drugs and/or alcohol. Employment may be contingent upon securing a negative test result from a laboratory approved by the Company.
3. Collection of samples will be supervised by a local medical facility designated by the Company for medical assessment or by qualified collection personnel.
4. Presence of prohibited drugs and/or alcohol or positive test results, without adequate explanation and verification, will result in termination of the applicant's candidacy, and the applicant will not be eligible to be reconsidered for a one (1) year period.
5. Applicants who refuse to be tested for prohibited drugs or alcohol will be removed from consideration for employment.

Employee Initiated Treatment

1. Any employee who believes he or she has developed an alcohol or drug problem is encouraged to seek help through the Employee Assistance Program. Human Resources can provide, either through the EAP or medical insurance plans, a resource for treatment and rehabilitation centers that are covered through Care Ambulance Service's designated HMOs and PPO. All requests for help are confidential.
2. Employees who identify their problem with drugs or alcohol and request treatment prior to discovery by the Company will not be subject to employment termination as a result of prior use of drugs or alcohol. Employees may be considered for return to a vacant position for which they are qualified after successful completion of rehabilitation.
3. This applies only to the first time an employee admits he or she has developed a problem with drugs or alcohol. Care Ambulance Service Management, in its sole discretion, shall determine whether an employee on drug rehabilitation leave shall receive any pay or benefits during his or her leave of absence.

Rehabilitative Leave

1. Employees initiating treatment under this policy must enroll in a Company approved rehabilitation program at the employee's expense. When requested by the Company, the employee must provide sufficient evidence of his/her participation and progress in the rehabilitation program. The decision will then be made by the Company as to whether the employee will continue in the rehabilitation program,

Drug Free Work Place			
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return to work or have his/her employment with the Company terminated. The employee will not be allowed to return to work until the rehabilitation program provides a release directly to the Company. The release must certify that the employee has successfully completed the drug and/or alcohol program. The Company, in its sole discretion, shall determine whether an employee on drug rehabilitation leave shall receive any pay or benefits during his/her leave of absence.

2. Upon returning from rehabilitative leave, employees will remain drug and alcohol free and, if necessary, continue to participate in the rehabilitation program. Employees returning from leave may be periodically tested at the discretion of the Company to ensure that they remain drug and alcohol free. Employees returning from rehabilitative leave shall be discharged if they fail to remain drug and alcohol free as required by this Policy.

Employee Testing

1. Employees shall not report to work while under the influence or having present in their bodily systems any detectable amount of prohibited drugs, alcohol, or chemical substance. Employees shall be discharged for violation of the above prohibitions, except as provided above. Employees shall be discharged for refusal to submit to or cooperate with drug or alcohol screening that is required by the Company.
2. No employee shall report to work with alcoholic beverages in their system. To insure this, no alcohol will be consumed within eight hours prior to the beginning of the shift. These eight hours may need to be extended to accommodate varying metabolic rates, alcohol tolerance, amount of consumption, etc.
3. When an employee reports to work and there is reasonable suspicion or cause to believe the employee is under the influence of prohibited drugs and/or alcohol, or exhibits impaired job performance, the Company may require that the employee submit to a drug and/or alcohol screening test. Reasonable cause shall be based on "observable actions" or reports which we believe to be reliable that indicate an employee may be under the influence of drugs and/or alcohol. Reasonable cause includes impaired job performance for the purpose of this program.
4. Supervisory personnel who have reasonable suspicion that an employee may be under the influence of prohibited drug and/or alcohol will have the suspicion confirmed by another member of management when possible.
5. When an employee is changing job classifications i.e., part-time to full-time or an employee is being considered for a management position, that employee may be required to submit to drug and alcohol screening.
6. Employees who are involved in or believed to have contributed to an incident or vehicle collision will be required to submit to drug and alcohol screening tests. Employees will be required to submit to drug and alcohol screening following any vehicle collision.
7. Unannounced Random Testing – All employees occupying safety-sensitive positions are subject to unannounced random drug testing, consistent with applicable laws. Employees will be selected for testing at random – using a neutral, objective

Drug Free Work Place			
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Policy #:	316	Responsible Position:	Director of Human Resources

selection procedure – from the pool of individuals subject to such testing. Employees will be notified at the time of their hire or at the time they become subject to such tests if they will be subject to unannounced random drug tests. Safety-sensitive positions are ones in which the employee's duties are so fraught with hazard that his or her attempts to perform them while in a state of impairment would pose a threat to co-workers, to the workplace, or to the public at large. Safety-sensitive job categories shall include emergency medical technicians, paramedics, registered nurses, respiratory therapists, and other health care professionals responsible for direct patient care, people who routinely operate ambulances or other emergency vehicles, and dispatchers and other communications workers who are responsible for relaying directions and other preparatory information to first responders.

8. The Company may require the employee to submit to a drug and/or alcohol screening test when an employee has a work-related injury in which employee drug use is likely to have contributed to the incident, and for which the drug test can accurately identify impairment caused by drug use. Pursuant to this policy, and to the extent not otherwise restricted by law, employees may be subjected to drug testing procedures including but not limited to blood testing, urine testing, or breath analyzing for drugs and alcohol.
9. When any prohibited substance, including an alcoholic beverage, or any unauthorized item such as drug paraphernalia is found in an area controlled or used by the employee, the employee will be subject to discipline up to and including immediate termination.
10. The confidentiality of the results must be protected and only Company employees with a need to know and others as required by law will be given the results. Employees will be informed of positive test results in writing within five (5) working days of receipt of a positive confirmed test result from the laboratory. Upon request, the employee may be given a copy of the test result report. Applicants who request notification of their test results within sixty (60) days of the disposition of their application will be informed of their test results.
11. Within ten (10) working days after receiving notice of a positive confirmed test result, the employee may submit information explaining the test results and why the test results do not constitute a violation of the Drug and Alcohol Policy. If the employee's explanation is not satisfactory, a written explanation as to why it is not satisfactory and the report of positive test results shall be placed in the employee's medical and personnel records.
12. The Director of Human Resources or his/her designated representative shall receive and evaluate all drug and alcohol test results.
13. The appropriate supervisor or manager will complete an incident report immediately.

Testing Laboratory

All drug and alcohol screening tests will be performed by a laboratory which is certified as required by law.

Drug Free Work Place			
Section:	Human Resources	Effective Date:	June 2016
Policy #:	316	Responsible Position:	Director of Human Resources

The following examples will result in disciplinary action, up to and including termination.

1. Refusal to take a blood or chemical test.
2. Drinking alcoholic beverages or using drugs and/or intoxicants during working hours, or during breaks, between shifts, or at lunch if the employee is scheduled or may be assigned to work thereafter on the same work day.
3. Working or reporting to work when ability to perform is impaired by drugs, alcohol and/or other intoxicants.
4. A positive blood or chemical test which shows the presence of any drug, alcohol and/or intoxicant in the employee's system.
5. Possession, concealment, promotion or sale of any prohibited substance, including alcoholic beverages, while on duty or on Company premises.

Approved By : Troy M. Hagen, Chief Executive Officer

Review Date : May 2019

**INSURANCE REQUIREMENTS FOR CONTRACTORS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Contractor 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 Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 per occurrence 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 \$2,000,000 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. 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.

d. Professional liability/errors and omissions insurance appropriate to Contractor's profession to a minimum coverage of \$2,000,000. The professional liability/errors and omissions insurance must have at least a one-year extended reporting period, or longer upon request.

e. Comprehensive blanket crime policy, with each insuring agreement in an amount not less than \$1,000,000 insuring against loss of property referred to hereunder which may result from dishonesty or fraudulent acts of officers, directors, employees of Contractor, or disappearance, destruction or wrongful abstraction inside or outside the premises of Contractor while in the care, custody or control of Contractor, or sustained through forgery or alterations of checks, drafts or any order or direction to pay a sum certain in money. Such insurance shall be primary to any other similar insurance maintained by City as its interest may appear.

1. Contractor 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-R. 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

2. Contractor 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.

3. Contractor 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 Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. 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-R 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).**

4. 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.

5. 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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 Contractor/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-R.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 [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 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 LIMIT \$2,000,000 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 \$2,000,000

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
Via Fax: 678-259-1007

CANCELLATION

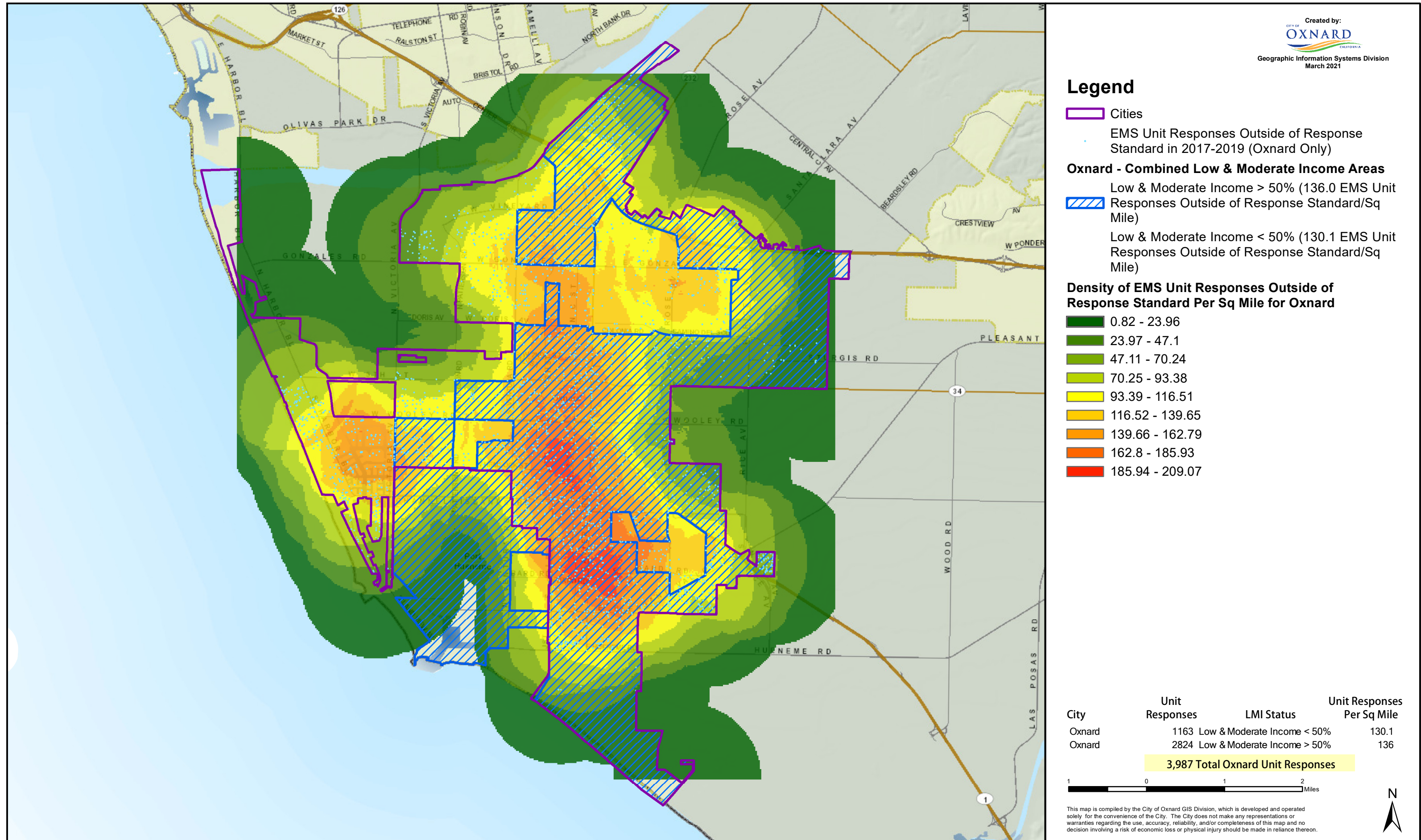
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY,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

AUTHORIZED REPRESENTATIVE

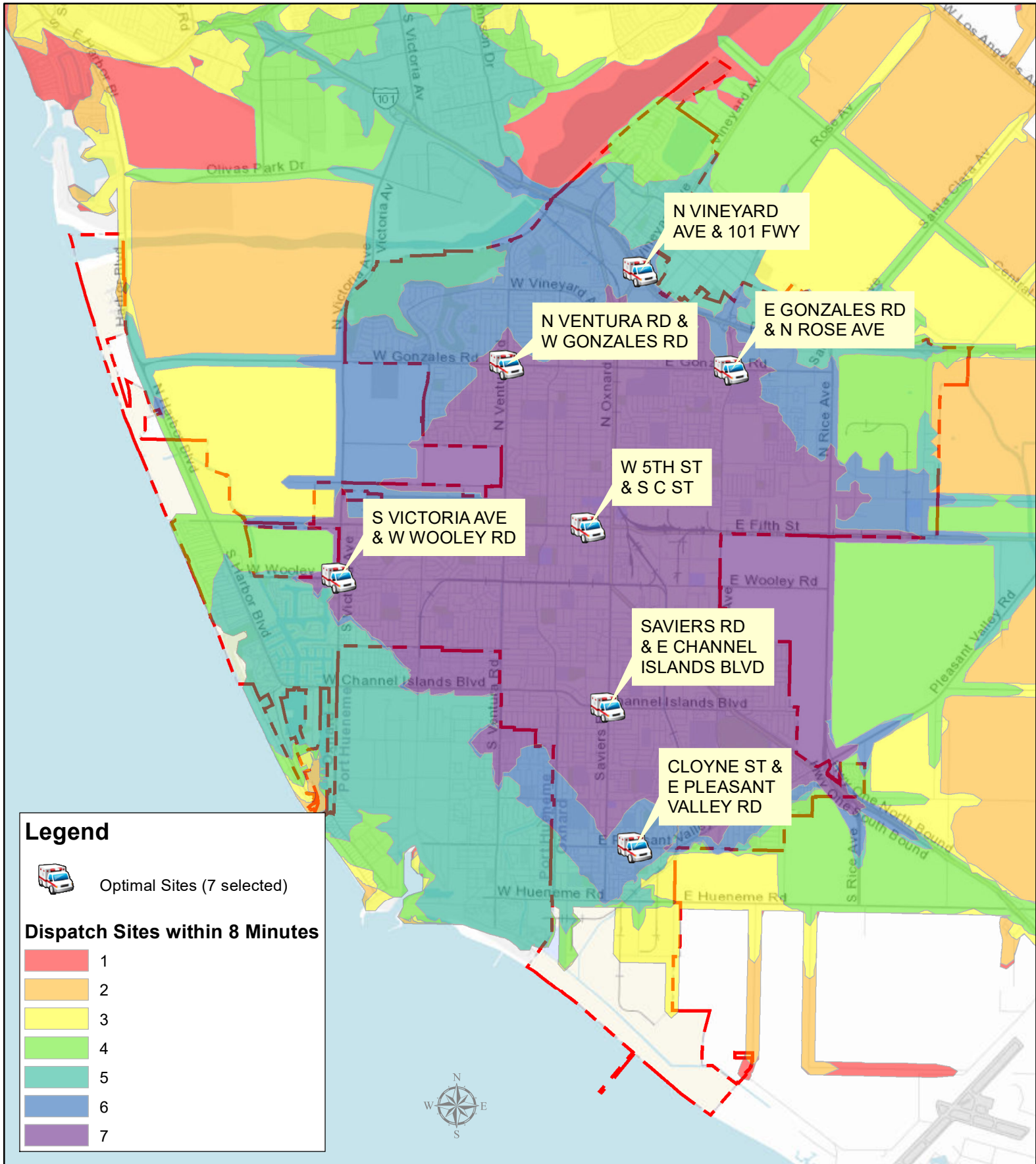
GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____							
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits							
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ 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 ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS							
☐ Claims Made Retroactive Date _____ ☐ Occurrence		_____							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
CLAIMS: Underwriter's representative for claims pursuant to this insurance. 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, 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 CG 0001; or a. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.									
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 ☐ Broker/Agent ☐ Underwriter ☐ _____ 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 _____							

[illegible]

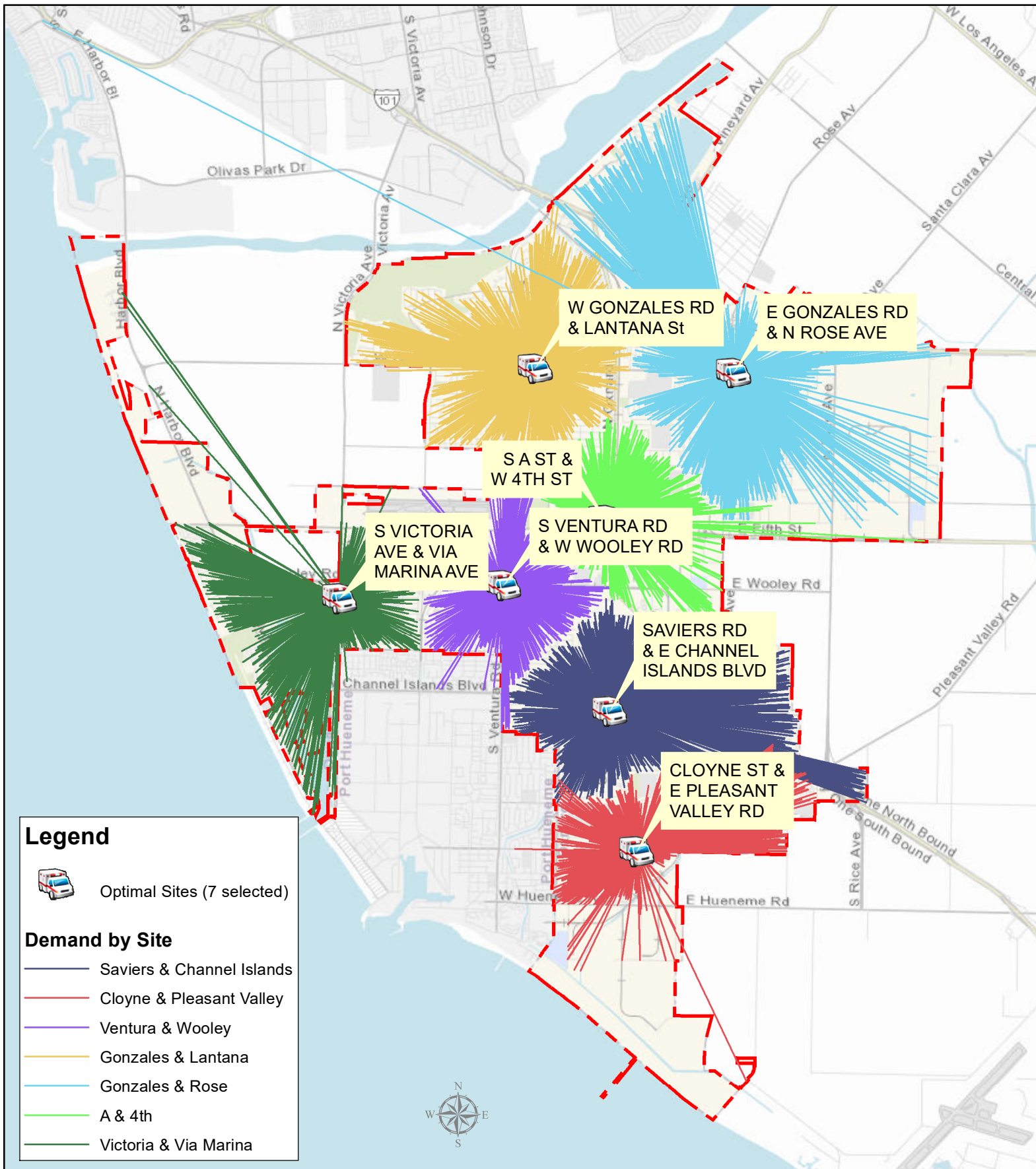
EMS MED 400 & MED 600 UNIT RESPONSES OUTSIDE OF RESPONSE STANDARD - JANUARY 1 2017 THROUGH DECEMBER 31 2019



Ambulance Dispatch Peak-Hours City Coverage Seven Sites Optimized for 2019 Calls for Service



Ambulance Dispatch Peak-Hours Site Allocation Seven Sites Based on 2018-2019 Calls for Service



Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332
www.stryker.com



Date: April 6, 2021

RE: Reference no: 2110121510

City Of Oxnard
360 W 2ND ST
OXNARD, California 93030

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

**Short Form Conditional Sale Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider
Addendum**

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)

Your personal documentation specialist is Megan Bernard and can be reached at 763-568-4597 or by email megan.bernard@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of **April, 2021**

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Short Form Conditional Sale Agreement No. 2110121510

Owner ("we" or "us") :
Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Customer name and address ("You" and "Your"): City Of Oxnard 360 W 2ND ST OXNARD, California 93030	Equipment location: 360 W 2ND ST, OXNARD, California 93030 Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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Payment information

Number of payments	Payment frequency	Payment amount
11	Monthly	\$0.00 (First payment due 30 days after Agreement is commenced), (includes estimate of sales taxes - see "Taxes" section below) followed by:
3	Annual	\$164,127.03 (includes estimate of sales taxes - see "Taxes" section below)

Terms and conditions:

1. Purchase agreement/ acceptance/ payments: You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, its successor, or any other generally recognized financial information service selected by us, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate.

2. Ownership/security interest/laws/use/maintenance: Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

3. Taxes: You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

4. Assignment: You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC".

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

6. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates.

Short Form Conditional Sale Agreement No. 2110121510

Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

7. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Exhibit A to Short Form Conditional Sale Agreement Number 2110121510

Description of equipment

Customer name: City Of Oxnard

Delivery address: 360 W 2ND ST, OXNARD, California 93030

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
6252000000	STAIR PRO - MODEL 6252	10
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	10
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	10
11577-000004	LI-ION CHARGER, STATION, STD POWER CORD	10
21330-001176	BATTERY PACK-LI-ION	30
11171-000049	RAINBOW DCI ADT REUSABLESENSOR, REF 2696,ROHS	10
11171-000046	M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501,ROHS	10
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	10
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADULT, BAYONET	10
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	10
11996-000480	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	10
11577-000002	KIT - CARRY BAG, MAIN BAG	10
11220-000028	TOP POUCH	10
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	10

Total equipment: \$363,415.20

Service coverage:

Model number	Service coverage description	Quantity	Years
77301ST	PM ONLY - Stair Chair	10	5.0
78000008	LP15 On Site Prevent w batt	10	5.0

Total service coverage: \$95,350.00

Total upfront sales tax: \$33,615.91

Total Amount: \$492,381.11

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Insurance Authorization and Verification



Date: April 6, 2021

Short Form Conditional Sale Agreement Number 2110121510

To: City Of Oxnard ("Customer")
360 W 2ND ST
OXNARD , California 93030

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$363,415.20** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:	
Agent name:	
Address:	
Phone/fax:	
Email address:	

City Of Oxnard	
Signature:	Date:
Print name:	
Title:	

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Megan Bernard at 763-568-4597.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$363,415.20

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Conditional Sale Agreement Number 2110121510

See Exhibit A to Short Form Conditional Sale Agreement Number 2110121510

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement Number 2110121510** (the "**Agreement**") between **Flex Financial**, a division of Stryker Sales, LLC ("**Owner**") and City Of Oxnard ("**Customer**") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

ADDENDUM TO SHORT FORM CONDITIONAL SALE AGREEMENT NO. 2110121510 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND CITY OF OXNARD

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. A new Section 8 is hereby added to the Agreement which shall read as follows:

"8. Upgrade of Equipment. We will provide you with the opportunity to upgrade your Equipment within the same product class and with like technology, upon our offering such upgraded Equipment for general sale, under terms and conditions as mutually agreed upon at the time of upgrade, including the interest rate applicable to the upgrade transaction, amount financed, payment, term and tax rates. In the event you elect to upgrade your Equipment as herein provided, you shall give us 30 days' prior written notice. Any Equipment upgrade is subject to the credit approval at that time and subject to the execution of mutually acceptable documentation; it being agreed to and understood that this option will not change your obligations under the Agreement, unless and until new mutually acceptable documentation is executed."

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	



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

**PURCHASE
ORDER NO.
008073**

DATE: 4/15/2021

VENDOR PHONE: (800)733-2383
VENDOR FAX: (369)389-5550
VENDOR #: 10579
VENDOR ADDRESS: STRYKER FLEX FINANCIAL
3800 EAST CENTRE AVE
PORTAGE, MI 49002

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
05/01/2024		N/A	04/15/2021	ANTONIO CORTEZ	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1		LIFEPAK 15 MONITORS/DEFIBRILLATORS			
	1.00 / DL			1.0000	492,381.11

NSS 20-145 APPROVED ON 4/14/21
COUNCIL DATE: 4/20/21
TOTAL OF 10 MONITORS @\$45,512/EA

TOTAL PURCHASE AMOUNT

\$492,381.11

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

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

AUTHORIZED SIGNATURE. _____
John C. Zaragoza, Mayor

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: April 20, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Railroad Quiet Zone Establishment. (0/10/10)

RECOMMENDATION

That the City Council receive and file a report on the Federal Railroad Administration's Railroad Quiet Zone process and potential application within the City of Oxnard. (Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wEwpAgXlbyg>

BACKGROUND

Railroads have sounded locomotive horns or whistles in advance of grade crossings and in other circumstances as a universal safety precaution for decades. During the 20th century, nearly every state in the nation enacted laws requiring railroads to do so.

Due to a lack of state uniformity, and in accordance with a statutory mandate, the Federal Railroad Administration (FRA) issued regulations that took effect in 2005 that require locomotive horns be sounded in advance of all public highway-rail crossings.

Regulations governing the sounding of train horns are established in the Code of Federal Regulations, Title 49, Part 222, titled "Use of Locomotive Horns at Public Highway-Rail Grade Crossings," also known as the "Train Horn Rule." Under the Federal regulation, locomotive engineers must sound train horns for a minimum of 15 seconds, and a maximum of 20 seconds, in advance of all public grade crossings except under certain circumstances. The sounding of a train horn as a warning device is an essential function for railroad operators and provides a fundamental public service for operations near grade crossings and along tracks where pedestrian activity may exist.

With many railroads operating 24 hours a day, horns can become disruptive for residential areas and other users near the rail facilities. This conflict has increased as municipalities have developed residential neighborhoods in close proximity to existing railroad operations and increased the density of people in close proximity to train operations.

The Train Horn Rule allows for an exception to the requirements for sounding train horns when safety measures fully compensate for the absence of the warning provided by the train horn. Communities that qualify for this exception may create "quiet zones" where train horns would not be routinely sounded by demonstrating that silencing train horns does not present a significant risk of loss of life or serious injury. The general approach to achieving a quiet zone is to reduce risk to less than the national average or to less than the risk that would be anticipated with train horns routinely sounded.

This report discusses some of the issues associated with pursuing a quiet zone designation within the City of Oxnard. The

report summarizes information assembled to date and provides Council with recommendations to consider if opting to move forward with further investigation of the quiet zone establishment.

DISCUSSION

Only local governments or public agencies may establish a quiet zone for railroads operating within their jurisdiction. The process for establishing a quiet zone can be lengthy, expensive and involve multiple jurisdictions, operators and property owners. The process must ensure that crossings become “automatic” in warning crossing users and prohibiting conflicts from occurring. The quiet zone affects both public and private crossings but specific to public crossings - every public grade crossing must be equipped with the standard or conventional automatic warning devices (i.e. flashing lights and gates) to ensure notification to users is given. Additionally, substandard crossings are required to be upgraded to current equipment standards for improved communications to reduce risks associated with discontinuation of train horns. It is important to note, a full upgrade of all crossings does not guarantee that train horns will not be sounded as engineers must still sound the horn if trespass or other safety issues occur along the quiet zone areas.

Local governments must work in cooperation with the railroad or others that own the track and the appropriate state transportation authority to convene a diagnostic team to assess the risk of collisions at each grade crossing where they wish to silence the horn. Through this process an objective determination is made about where and what type of additional safety engineering improvements would be necessary to effectively reduce the risk associated with silencing the horns; each based on localized conditions. Conditions that need to be considered include: highway traffic volumes; train traffic volumes; the collision history and physical characteristics of the crossing; pedestrian and other trespass issues; and other existing operational or safety measures.

Quiet zones require substantial coordination, review and processing of information with various entities including the FRA, operating railroads, property and right of way owners, the California Public Utilities Commission (CPUC), and others. For Oxnard this would also include adjacent property owners, the Port of Hueneme and the City of Port Hueneme. Attachment 1 contains a brochure produced by the FRA that discusses creation of quiet zones.

To qualify, a quiet zone must reduce risk to less than the national average or to less than the risk that would be anticipated with train horns being routinely sounded. There are three main criteria used in establishing a quiet zone:

1. A **Quiet Zone Risk Index (QZRI)** is a calculation of aggregate risk of collision and is used to compare anticipated risk under different conditions and scenarios.
2. The **Nationwide Significant Risk Threshold (NSRT)** is a numerical representation of the national average level of risk of collision at railroad crossings equipped with standard flashing lights and gates and at which horns are sounded.
3. The **Risk Index with Horns (RIWH)** is a measure of risk when train horns are routinely sounded at every grade crossing within a segment of rail being considered for a quiet zone.

A segment of rail may qualify for a quiet zone if it is at least half (½) mile in length and if the calculated Quiet Zone Risk Index after installation of safety measures within that length, is less than the Nationwide Significant Risk Threshold or less than the Risk Index with Horns for that segment.

The Quiet Zone Establishment Process

The following is a summary of the necessary needed to establish a quiet zone. Attachment 2 contains a pictorial representation of this process):

1. **Determine which crossings will be included in the quiet zone.** A quiet zone must be a minimum of half (½) mile in length. All public highway-rail crossings in the quiet zone must have, at a minimum, an automatic warning system consisting of flashing lights and gates. The warning systems must be equipped with constant warning time devices (except in rare circumstances) and power out indicators.
2. **Identify any private highway-rail grade crossings within the proposed quiet zone.** If they allow access to the public or provide access to active industrial or commercial sites, a diagnostic review must be conducted and the

crossing(s) treated in accordance with the recommendations of the diagnostic team.

3. **Identify any pedestrian crossings within the proposed quiet zone and conduct a diagnostic review of those crossings too.** They also must be treated in accordance with the diagnostic team's recommendations. NOTE: While it is not required by the regulations, FRA recommends that every crossing within a proposed quiet zone be reviewed for safety concerns.
4. **Update the U.S. DOT Crossing Inventory Forms to reflect current physical and operating conditions** at each public, private, and pedestrian crossing located within a proposed quiet zone.
5. **Provide a Notice of Intent (NOI) to all of the railroads that operate over crossings in the proposed quiet zone,** the State agency responsible for highway safety and the State agency responsible for crossing safety. The NOI must list all of the crossings in the proposed quiet zone and give a brief explanation of the tentative plans for implementing improvements within the quiet zone. The railroads and State agencies have 60 days in which to provide comments to the public authority on the proposed plan.
6. **Alternative Safety Measures** – If ASMs are going to be used to reduce risk, an application to FRA must be made. The application must include all of the elements provided in 49 CFR 222.39(b)(1) and copies of the application must be sent to the entities listed in 49 CFR 222.39(b)(3). They will have 60 days to provide comments to FRA on the application. FRA will provide a written decision on the application typically within three to four months after it is received.
7. **Determine how the quiet zone will be established** using the following criteria (only one necessary):
 - a. Every public highway-rail crossing in the proposed quiet zone is equipped with one or more SSMs.
 - b. The Quiet Zone Risk Index (QZRI) of the proposed quiet zone is less than or equal to the Nationwide Significant Risk Threshold (NSRT) without installing SSMs or ASMs.
 - c. The QZRI of the proposed quiet zone is less than or equal to the Nationwide Significant Risk Threshold (NSRT) after the installation of SSMs or ASMs.
 - d. The QZRI of the proposed quiet zone is less than or equal to the Risk Index with Horns (RIWH) after the installation of SSMs or ASMs.
8. Complete the installation of SSMs and ASMs and any other required improvements determined by the diagnostic team at all public, private, and pedestrian crossings within the proposed quiet zone. Ensure that the required signage at each public, private, and pedestrian crossing is installed in accordance with 49 CFR Sections 222.25, 222.27, and 222.35, and the standards outlined in the Manual on Uniform Traffic Control Devices.
9. **Establish the quiet zone by providing a Notice of Quiet Zone Establishment to all of the parties** that are listed in 49 CFR Section 222.43(a)(3). The quiet zone can take effect no earlier than 21 days after the date on which the Notice of Quiet Zone Establishment is mailed.

The Need for Consultant Assistance

Because the establishment of a quiet zone is complex, and City staff has little experience in processing quiet zone applications, staff recommends that consultant services be utilized. Attachment 3 is an example of a Quiet Zone Assessment Report prepared for Rapid City, South Dakota used to pursue quiet zone designation. A similar report would be needed for Oxnard.

Railroad Operations in the City

There are two primary railroad operations within the City. The Union Pacific Railroad (UPRR) is the Class I freight carrier on the coast mainline through Ventura County and all the way along California's Central Coast. Freight rail provides a prime intermodal link between the Port of Hueneme, the largest California seaport between Los Angeles and Oakland, and markets throughout North America. This line also provides passenger service with AMTRAK and Metrolink trains providing daily service to Oxnard, adjacent cities within the county to regions south and north of the

area.

The Ventura County Railway (VCRR), a short line railroad operated by Genesee & Wyoming (G&W) Railroad, connects the Port of Hueneme, Naval Base Ventura County and the industrial areas of south Oxnard to UPRR. The VCRR currently extends for just over 12 miles on four branches and plays a significant role in the transport of freight and goods serving the industrial areas of South Oxnard, the Port of Hueneme, and the Naval Base Ventura County Port Hueneme Division. The VCRR connects with the UPRR Coast Main Line in downtown Oxnard. Staff has already met with Port of Hueneme staff to discuss quiet zone implications.

Within the greater Oxnard service area the FRA identifies over fifty crossings in their national database. The City would be responsible with reviewing and updating this list to ensure any crossing in the quiet zone is included in the FRA database. Some of these crossings are private and some are under other jurisdictional control (such as City of Port Hueneme). They are comprised of both grade separated locations as well as at-grade crossings. The at-grade crossings vary with some being passive crossings only (with signs and striping) and others existing with fully automated gating and signal equipment that controls traffic flow.

Depending upon the location of where the City pursues a quiet zone, all crossings in that area would need to be reviewed and if needed, upgraded to meet the Train Horn Rule requirements. Railroads must process a quiet zone request but they are not guaranteed to support them. Additionally, even if a quiet zone is established, issues of safety can keep a quiet zone from occurring. Pedestrian trespass (pedestrians crossing the rail lines or in close proximity to them) is an example where railroad operators would need to sound horns even if all of the grade crossings are improved along the corridor to meet quiet zone requirements. In this example, additional pedestrian screening or separation may be needed to fully meet general public, quiet zone expectations.

Crossing Examples

Oxnard has a variety of crossing types; some that meet current safety standards that could be used in a quiet zone application, some that do not. Two examples below provide a snapshot of what would be considered in a quiet zone review.

Example 1: Wooley at South E Street

Wooley Road has a mixture of crossings, with some being fully actuated and some being passive. An example of a passive crossing is at Wooley and E Street. This crossing currently does not have signal equipment or other automated equipment to restrict crossings or notify drivers of approaching trains. This location would require safety upgrades to meet quiet zone standards with specific improvements being identified through the risk assessment study.

Figure 1 - Wooley at E Street Crossing



Southbound E Street is restricted to right turn only however vehicles can still cross the tracks if they opt to violate the turn restriction. Additionally, school pedestrians cross at this location and would likely need attention to reduced potential for a conflict. Complicating the location further is the narrowness of the railroad right of way (and close

proximity to the street) and the difficulty in placing gate and signal equipment such that it is safe and meets design standards.

Potential improvements at this location could consist of a mixture of the following:

1. New gates, communications equipment and signage.
2. Medians or curbing on one or both sides of the tracks to prevent a motorist from driving around lowered gates.
3. A four-quadrant gate system to block all lanes of highway traffic.
4. Permanent closure of the crossing to highway vehicle traffic.
5. Fencing and other barriers to reduce trespass.

Example 2: The Gary Street Pedestrian Crossing

Not only vehicle crossings will need to be reviewed as part of a quiet zone establishment. Private crossings and others non-vehicle crossings will also need to be studied and potentially upgraded with safety improvements. An example of an atypical pedestrian crossing connects the Blackstock North and College Estates neighborhoods. Figures 2 and 3 show the location and current railroad equipment located at this crossing.

Figure 2 - Gary Street Pedestrian Crossing



Figure 3 - Gary Street Pedestrian Crossing



The crossing currently consists of actuated signals to inform pedestrians of approaching trains however there is no positive barrier (gates) at the location and pedestrians and bicyclists can access the crossing even when warnings are

taking place. The crossing would likely need control gates to meet quiet zone requirements.

Accurately estimating the cost of upgrading the crossing to meet quiet zone requirements is difficult without more detailed study since there may be multiple options for improvement. As a worst case scenario, the need for a fully functional four quadrant gating system would likely cost \$500,000 - \$750,000 (construction costs alone) if the entire crossing needed to be upgraded to the greatest extent with gates, signals and other equipment. Attachment 4 contains a listing of some supplemental safety measures, rough cost estimates and the measure of effectiveness for comparison to the Risk Index With Horns.

Next Steps

The following are staff's recommendations for how best to move forward:

1. Identify locations within the Oxnard for potential quiet zone implementation (staff)
2. Appropriate funding and hire a consultant to evaluate crossing locations, prepare alternative assessments, and develop estimates of costs
3. Provide report to Council for consideration and final direction

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no direct financial impact to receive and file this report. Currently, there is no available budget allocation for the review and investigation of a quiet zone within the City nor does the project currently exist in a work program for the City. Due to the complexity of the issues, and the potential large costs associated with the need for improvements at these railroad crossings, it is recommended that consultant assistance be utilized to expedite and complete the needed background work to formally consider the issues associated with quiet zone implementation.

Staff proposes to bring forward a funding request as part of the upcoming FY 2021-22 Budget process for these services. There may be financial participation by other interested parties such as the Port of Hueneme, City of Port Hueneme and private property owners that could help share in these costs.

Ultimately, it is likely that the process will result in a series of public improvement projects at various crossings within the city to meet the minimum requirements of the Train Horn Rule program.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 23, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Bochum, City Traffic Engineer, Tatiana Arnaout, City Engineer

ATTACHMENTS

1. QuietZoneBrochure
2. Quiet Zone Establishment Process Outline
3. Example of Quiet Zone Assessment Report - Rapid City, SD
4. Supplementary Safety Measure
5. Oxnard Public Railroad Crossings Map
6. Presentation



GUIDE TO THE QUIET ZONE ESTABLISHMENT PROCESS

AN INFORMATION GUIDE

Federal Railroad Administration

1200 New Jersey Avenue S.E.

Washington, DC 20590

Telephone: 202-493-6299

www.fra.dot.gov

Federal Railroad Administration

Highway-Rail Crossing and Trespasser Programs Division

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Purpose of the Guide

This brochure was developed to serve as a guide for local decision makers seeking a greater understanding of train horn sounding requirements and how to establish quiet zones. Its purpose is to provide a general overview and thus does not contain every detail about the quiet zone establishment process. For more detailed and authoritative information, the reader is encouraged to review the official regulations governing the use of locomotive horns at public highway-rail grade crossings and the establishment of quiet zones that are contained in 49 CFR Part 222. A copy of the rule can be downloaded or printed at <http://www.fra.dot.gov/eLib/Details/L02809>.

About Quiet Zones



FRA is committed to reducing the number of collisions at highway-rail grade crossings, while establishing a consistent standard for communities who opt to preserve or enhance quality of life for their residents by establishing quiet zones within which routine use of train horns at crossings is prohibited.

Federal regulation requires that locomotive horns begin sounding 15–20 seconds before entering public highway-rail grade crossings, no more than one-quarter mile in advance. Only a public authority, the governmental entity responsible for traffic control or law enforcement at the crossings, is permitted to create quiet zones.

A quiet zone is a section of a rail line at least one-half mile in length that contains one or more consecutive public highway-rail grade crossings at which locomotive horns are not routinely sounded when trains are approaching the crossings. The prohibited use of train horns at quiet zones only applies to trains when approaching and entering crossings and does not include train horn use within passenger stations or rail yards. Train horns may be sounded in emergency situations or to comply with other railroad or FRA rules even within a quiet zone. Quiet zone regulations also do not eliminate the use of locomotive bells at crossings. Therefore, a more appropriate description of a designated quiet zone would be a “reduced train horn area.”

Communities wishing to establish quiet zones must work through the appropriate public authority that is responsible for traffic control or law enforcement at the crossings.

Historical Context

Historically, railroads have sounded locomotive horns or whistles in advance of grade crossings and under other circumstances as a universal safety precaution. Some States allowed local communities to create whistle bans where the train horn was not routinely sounded. In other States, communities created whistle bans through informal agreements with railroads.

In the late 1980's, FRA observed a significant increase in nighttime train-vehicle collisions at certain gated highway-rail grade crossings on the Florida East Coast Railway (FEC) at which nighttime whistle bans had been established in accordance with State statute. In 1991, FRA issued Emergency Order #15 requiring trains on the FEC to sound their horns again. The number and rate of collisions at affected crossings returned to pre-whistle ban levels.



In 1994, Congress enacted a law that required FRA to issue a Federal regulation requiring the sounding of locomotive horns at public highway-rail grade crossings. It also gave FRA the ability to provide for exceptions to that requirement by allowing communities under some circumstances to establish "quiet zones."

The Train Horn Rule became effective on June 24, 2005. The rule set nationwide standards for the sounding of train horns at public highway-rail grade crossings. This rule changed the criteria for sounding the horn from distance-based to time-based. It also set limits on the volume of a train horn. The rule also established a process for communities to obtain relief from the routine sounding of train horns by providing criteria for the establishment of quiet zones. Locomotive horns may still be used in the case of an emergency and to comply with Federal regulations or certain railroad rules.

Because the absence of routine horn sounding increases the risk of a crossing collision, a public authority that desires to establish a quiet zone usually will be required to mitigate this additional risk. At a minimum, each public highway–rail crossing within a quiet zone must be equipped with active warning devices: flashing lights, gates, constant warning time devices (except in rare circumstances) and power out indicators.

In order to create a quiet zone, one of the following conditions must be met

1. ***The Quiet Zone Risk Index (QZRI) is less than or equal to the Nationwide Significant Risk Threshold (NSRT)*** with or without additional safety measures such as Supplementary Safety Measures (SSMs) or Alternative Safety Measures (ASMs) described below. The QZRI is the average risk for all public highway-rail crossings in the quiet zone, including the additional risk for absence of train horns and any reduction in risk due to the risk mitigation measures. The NSRT is the level of risk calculated annually by averaging the risk at all of the Nation's public highway-rail grade crossings equipped with flashing lights and gates where train horns are routinely sounded.
2. ***The Quiet Zone Risk Index (QZRI) is less than or equal to the Risk Index With Horns (RIWH)*** with additional safety measures such as SSMs or ASMs. The RIWH is the average risk for all public highway-rail crossings in the proposed quiet zone when locomotive horns are routinely sounded.
3. ***Install SSMs at every public highway-rail crossing.*** This is the best method to reduce to reduce risks in a proposed quiet zone and to enhance safety.

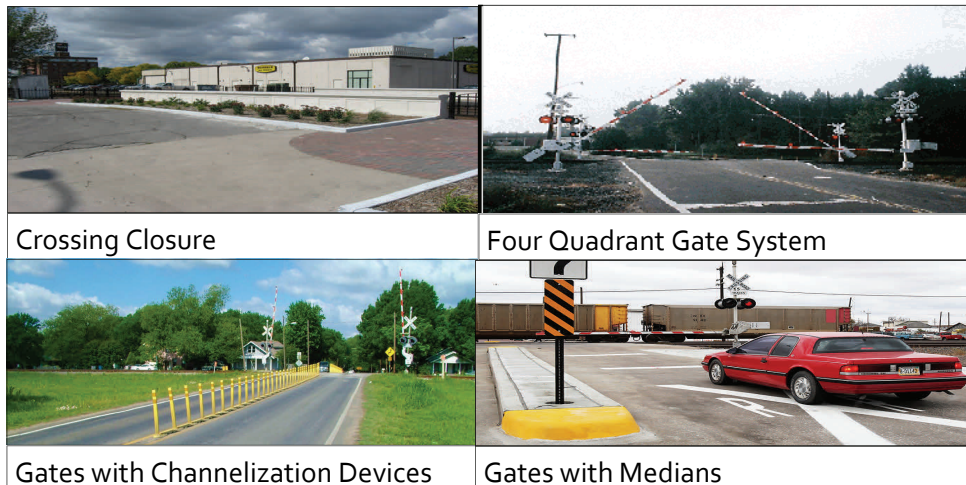
SSMs are pre-approved risk reduction engineering treatments installed at certain public highway-rail crossings within the quiet zone and can help maximize safety benefits and minimize risk. SSMs include: medians or channelization devices, one-way streets with gates, four quadrant gate systems, and temporary or permanent crossing closures. Examples of SSMs are shown on the next page.

ASMs are safety systems, other than SSMs, that are used to reduce risk in a quiet zone. ASMs typically are improvements that do not fully meet the requirements to be SSMs and their risk reduction effectiveness must be submitted in writing and approved by FRA.

FRA strongly recommends that all crossings in the quiet zone be reviewed by a diagnostic team. A diagnostic team typically consists of representatives from the public authority, railroad, and State agency responsible for crossing safety and FRA grade crossing managers.

Public Safety Considerations continued

Examples of SSMs



Wayside Horns The train horn rule also provides another method for reducing the impact of routine locomotive horn sounding when trains approach public highway-rail grade crossings. A wayside horn may be installed at highway-rail grade crossings that have flashing lights, gates, constant warning time devices (except in rare circumstances), and power out indicators. The wayside horn is positioned at the crossing and will sound when the warning devices are activated. The sound is directed down the roadway, which greatly reduces the noise footprint of the audible warning. Use of wayside horns is not the same as establishing a quiet zone although they may be used within quiet zones.

Cost Considerations

The enabling Federal statute did not provide funding for the establishment of quiet zones. Public authorities seeking to establish quiet zones should be prepared to finance the installation of SSMs and ASMs used. Costs can vary from \$30,000 per crossing to more than \$1 million depending on the number of crossings and the types of safety improvements required.

Legal Considerations

The courts will ultimately determine who will be held liable if a collision occurs at a grade crossing located within a quiet zone, based upon the facts of each case, as a collision may have been caused by factors other than the absence of an audible warning. FRA's rule is intended to remove failure to sound the horn as a cause of action in lawsuits involving collisions that have occurred at grade crossings within duly established quiet zones.

The Quiet Zone Establishment Process

Under the Train Horn Rule, only public authorities are permitted to establish quiet zones. Citizens who wish to have a quiet zone in their neighborhood should contact their local government to pursue the establishment of a quiet zone. The following is a typical example of the steps taken to establish a quiet zone:

1. **Determine** which crossings will be included in the quiet zone. All public highway-rail crossings in the quiet zone must have, at a minimum, an automatic warning system consisting of flashing lights and gates. The warning systems must be equipped with constant warning time devices (except in rare circumstances) and power out indicators. The length of the quiet zone must be at least one-half mile in length.
2. **Identify** any private highway-rail grade crossings within the proposed quiet zone. If they allow access to the public or provide access to active industrial or commercial sites, a diagnostic review must be conducted and the crossing(s) treated in accordance with the recommendations of the diagnostic team.
3. **Identify** any pedestrian crossings within the proposed quiet zone and conduct a diagnostic review of those crossings too. They also must be treated in accordance with the diagnostic team's recommendations. *NOTE:* While it is not required by the regulations, FRA recommends that every crossing within a proposed quiet zone be reviewed for safety concerns.
4. **Update** the U.S. DOT Crossing Inventory Form to reflect current physical and operating conditions at each public, private, and pedestrian crossing located within a proposed quiet zone.
5. **Provide** a Notice of Intent (NOI) to all of the railroads that operate over crossings in the proposed quiet zone, the State agency responsible for highway safety and the State agency responsible for crossing safety. The NOI must list all of the crossings in the proposed quiet zone and give a brief explanation of the tentative plans for implementing improvements within the quiet zone. Additional required elements of the NOI can be found in 49 CFR 222.43(b). The railroads and State agencies have 60 days in which to provide comments to the public authority on the proposed plan.
6. **Alternative Safety Measures** – If ASMs are going to be used to reduce risk, an application to FRA must be made. The application must include all of the elements provided in 49 CFR 222.39(b)(1) and copies of the application must be sent to the entities listed in 49 CFR 222.39(b)(3). They will have 60 days to provide comments to FRA on the application. FRA will provide a written decision on the application typically within three to four months after it is received.

The Quiet Zone Establishment Process continued

7. **Determine** how the quiet zone will be established using one of the following criteria: (Note that Options 2 through 4 will require the use of the FRA Quiet Zone Calculator available at <http://safetydata.fra.dot.gov/quiet/>.)

1. Every public highway-rail crossing in the proposed quiet zone is equipped with one or more SSMs.
2. The Quiet Zone Risk Index (QZRI) of the proposed quiet zone is less than or equal to the Nationwide Significant Risk Threshold (NSRT) without installing SSMs or ASMs.
3. The QZRI of the proposed quiet zone is less than or equal to the Nationwide Significant Risk Threshold (NSRT) after the installation of SSMs or ASMs.
4. The QZRI of the proposed quiet zone is less than or equal to the Risk Index with Horns (RIWH) after the installation of SSMs or ASMs.



8. **Complete** the installation of SSMs and ASMs and any other required improvements determined by the diagnostic team at all public, private, and pedestrian crossings within the proposed quiet zone.

9. **Ensure** that the required signage at each public, private, and pedestrian crossing is installed in accordance with 49 CFR Sections 222.25, 222.27, and 222.35, and the standards outlined in the Manual on Uniform Traffic Control Devices. These signs may need to be covered until the quiet zone is in effect.

10. **Establish** the quiet zone by providing a Notice of Quiet Zone Establishment to all of the parties that are listed in 49 CFR Section 222.43(a)(3). Be sure to include all of the required contents in the notice as listed in 49 CFR Section 222.43(d). The quiet zone can take effect no earlier than 21 days after the date on which the Notice of Quiet Zone Establishment is mailed.

*****Appendix C to the Train Horn Rule provides detailed, step by step guidance on how to create a quiet zone.*****

Required Documentation

Public authorities interested in establishing a quiet zone are required to submit certain documentation during the establishment process. FRA has provided checklists for the various documents that can be found at <http://www.fra.dot.gov/Elib/Details/L03055>.

FRA's Regional Grade Crossing Managers are available to provide technical assistance. A State's department of transportation or rail regulatory agency also may be able to provide assistance to communities pursuing quiet zones.

Public authorities are encouraged to consult with the agencies in their State that have responsibility for crossing safety. Some States may have additional administrative or legal requirements that must be met in order to modify a public highway-rail grade crossing.

Role of Railroads

Communities seeking to establish a quiet zone are required to send a Notice of Intent and a Notice of Quiet Zone Establishment to railroads operating over the public highway-rail grade crossings within the proposed quiet zone. Railroad officials can provide valuable input during the quiet zone establishment process and should be included on all diagnostic teams. Listed below are links to the Class I Railroads and Amtrak.

BNSF Railway (BNSF)	Canadian Pacific (CP)
CSX Transportation (CSX)	Norfolk Southern (NS)
Canadian National (CN)	Union Pacific (UP)
Kansas City Southern (KCS)	Amtrak (ATK)

FINAL NOTE

The information contained in this brochure is provided as general guidance related to the Quiet Zone Establishment Process and should not be considered as a definitive resource. FRA strongly recommends that any public authority desiring to establish quiet zones take the opportunity to review all aspects of safety along its rail corridor. Particular attention should be given to measures that prevent trespassing on railroad tracks since investments made to establish a quiet zone may be negated if the horn has to be routinely sounded to warn trespassers.

POINTS OF CONTACT

General Questions:

Inga Toye, 202-493-6305

Debra Chappell, 202-493-6018

Ron Ries, 202-493-6285

Regional Contacts

Region 1 Connecticut, Maine, Massachusetts, New Hampshire, New Jersey,
New York, Rhode Island, and Vermont
1-800-724-5991

Region 2 Delaware, Maryland, Ohio, Pennsylvania, Virginia, West Virginia ,
and Washington, D.C.
1-800-724-5992

Region 3 Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina,
South Carolina, and Tennessee
1-800-724-5993

Region 4 Illinois, Indiana, Michigan, Minnesota, and Wisconsin
1-800-724-5040

Region 5 Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
1-800-724-5995

Region 6 Colorado, Iowa, Kansas, Missouri, and Nebraska
1-800-724-5996

Region 7 Arizona, California, Nevada, and Utah
1-800-724-5997

Region 8 Alaska, Idaho, Montana, North Dakota, South Dakota, Oregon,
Washington, and Wyoming
1-800-724-5998



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September 2013

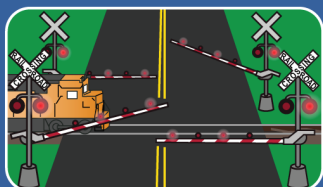
FEDERAL RAILROAD ADMINISTRATION QUIET ZONE ESTABLISHMENT PROCESS

Process Public Authorities Follow to Establish Quiet Zones



Supplemental Safety Measures (SSMs)

Public authority selects to use only SSMs at all grade crossings and proceeds directly to step 4.

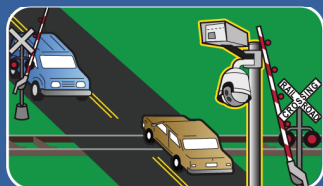


Four quadrant gate system



Alternative Safety Measures (ASMs)

Public authority selects to use ASMs or both ASMs and SSMs at the grade crossings and submits an application to receive FRA approval before proceeding to step 4.

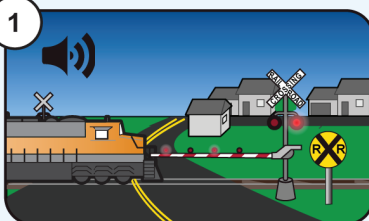


Two gates with photo enforcement



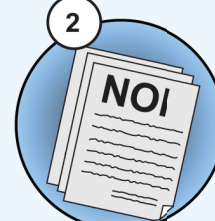
Required FRA approval letter

1



Public authority identifies grade crossings for inclusion. If the quiet zone includes private or pedestrian grade crossings, the public authority conducts a diagnostic review with state and railroad stakeholders to select safety measures.^a The Federal Railroad Administration (FRA) may participate in this review.

2



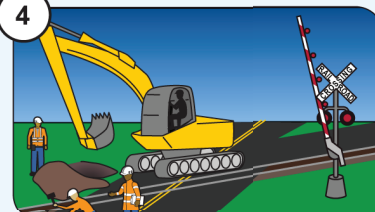
Public authority provides a Notice of Intent (NOI) to relevant railroad and state stakeholders with a 60-day comment period and updates the U.S. Department of Transportation Crossing Inventory Form.^b

3



Public authority selects types of safety measures—Supplemental Safety Measures (SSMs), Alternative Safety Measures (ASMs), or both—so that the quiet zone risk index falls at or below one of FRA's risk indexes (Nationwide Significant Risk Threshold or Risk Index with Horns).

4



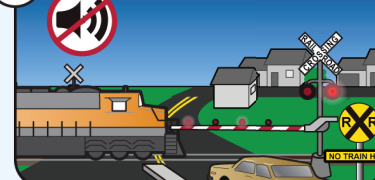
Public authority works with state and railroad stakeholders to complete installation of SSMs (and any ASMs).

5



Quiet zone signage installed at all grade crossings. Signs are covered until quiet zone is established.

6



Public authority provides Notice of Quiet Zone Establishment to relevant stakeholders and FRA officials at least 21 days before establishment.^c Once quiet zone is established train horns no longer sounded, except in emergencies.

Source: GAO analysis of FRA quiet zone process. | GAO-18-97

^aEach pedestrian crossing or private crossing to an active commercial or industrial site must be reviewed by a diagnostic team and equipped or treated in accordance with its recommendations. The public authority must invite the state agency responsible for grade crossings' safety and all affected railroads to participate in the diagnostic review. FRA is not required to participate in diagnostic reviews.

^bThe Notice of Intent provides railroads and state agencies with an opportunity to provide comments and recommendations on the quiet zone. A complete and accurate U.S.

Rapid City Quiet Zone Assessment

FINAL

City of Rapid City, South Dakota



August 2018

SRF No. 11039

The Rapid City Area Metropolitan Planning Organization (MPO) provides services without regard to race, color gender, religion, national origin, age or disability, according to the provisions contained in SDCL 20-13, Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994.

Any person who has questions concerning this policy or who believes they have been discriminated against should contact the Rapid City Area MPO at 605-394-4120.

“The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.”

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Introduction

Study Purpose and Background

The City of Rapid City, South Dakota (the City) is investigating options to improve safety and minimize the impacts of train horn noise at multiple at-grade highway-rail crossings throughout the community. The Federal Railroad Administration's (FRA's) Train Horn Rule, issued in June 2005, offers an opportunity to accomplish this objective. The Train Horn Rule specifies the procedures and actions necessary to establish a train horn quiet zone for at-grade highway-rail crossings.

The City retained the services of SRF Consulting Group Inc. to conduct a Quiet Zone Assessment to identify the crossing improvements required for quiet zone implementation. This assessment includes 13 rail crossings on Rapid City Pierre & Eastern (RCPE) Railroad's trackage and one crossing along the State-owned Kadoka to Rapid City mainline. A map of the corridor with the locations of the proposed quiet zone crossings is shown in Table 1.

This assessment included a field diagnostic review of the crossings with representatives from the City, the FRA, and RCPE. This report provides a summary of the quiet zone assessment results, discussion items, and consultant recommendations. The report also includes proposed crossing improvement scenarios with planning level layouts, construction cost estimates for each crossing, and a discussion of the potential for a phased quiet zone implementation.

Minimum Warning Device Requirements

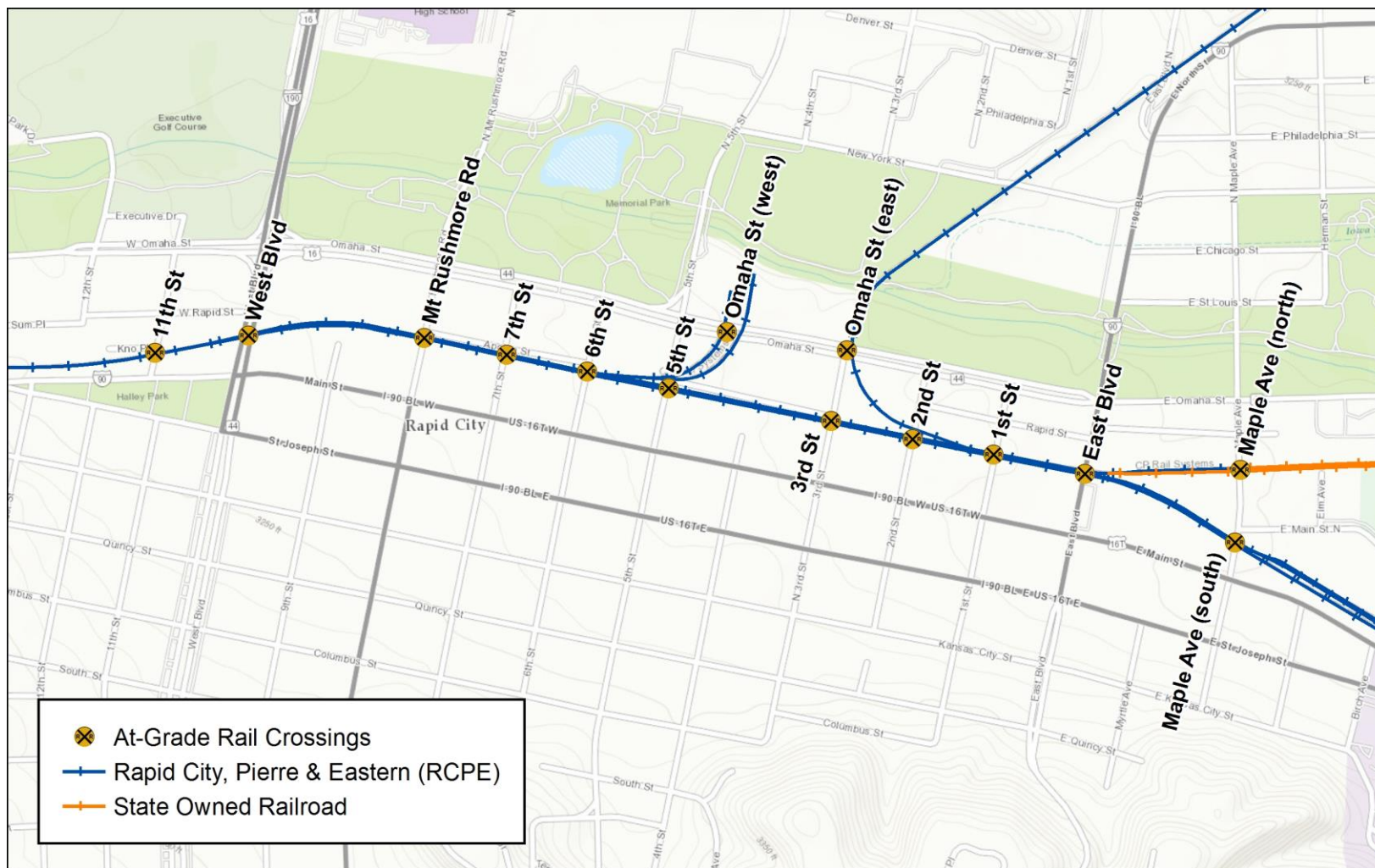
At a minimum, each public crossing in a proposed quiet zone must be equipped with entry gates and flashing lights with power-out indicators as well as constant warning time (CWT) detectors where reasonably practical. Information on the characteristics of the Rapid City crossings is summarized in Table 1 on the following page. While nearly all the crossings are equipped with flashing lights, none of the proposed quiet zone crossings are equipped with all the minimum requirements. The warning devices will need to be upgraded prior to quiet zone implementation. The locations of these crossings are also shown in Figure 1.

A summary of the discussion regarding the use of CWT detection at these crossings is included in the Diagnostic Meeting Discussion Items section of this report.

Table 1. Minimum Crossing Requirements

Crossing Name	Crossing ID	Milepost	Average Daily Traffic (ADT)	ADT Year of Collection	Gates	Flashing Lights	Constant Warning Time (CWT)
RCPE Mainline Crossings							
11th Street	190273R	100.08	1,706	2017	No	Yes	Yes
West Boulevard	190272J	99.97	13,509	2017	No	Yes	No
Mt Rushmore Road	190271C	99.77	11,498	2017	No	Yes	No
7th Street	190270V	99.68	2,200	2017	No	Yes	No
6th Street	190269B	99.59	3,200	2017	No	Yes	No
5th Street	190268U	99.45	18,365	2017	No	Yes	No
3rd Street	190266F	99.30	2,153	2017	No	Yes	No
2nd Street	190265Y	99.20	790	2017	No	Yes	No
1st Street	190264S	99.11	516	2017	No	Yes	No
East Boulevard	190263K	99.01	11,659	2017	No	Yes	No
Maple Avenue (south)	190261W	98.81	2,700	2017	No	Yes	No
Additional Crossings							
Maple Avenue (north)	190262D	98.81	2,700	2017	No	No	No
Omaha Avenue (east)	190267M	99.45	26,246	2017	No	Yes	No
Omaha Avenue (west)	190148D	649.25	26,246	2017	No	Yes	No

Figure 1. Crossing Locations



Quiet Zone Risk Calculations

The FRA evaluates potential quiet zones using a complex risk prediction and assessment calculation. The FRA's online Quiet Zone Calculator is used to calculate the risk index at each crossing. The risk calculations are based on factors such as train volumes and speed, highway traffic volumes, crossing geometry, and crash history.

The FRA determines the viability of quiet zone implementation by comparing three risk index values:

- **QZRI** – The Quiet Zone Risk Index is the average of the risk index values for each crossing in a proposed quiet zone assuming train horns are not routinely sounded. The current QZRI value of the mainline crossings (11th Street to Maple Avenue South) is **10,137** prior to the implementation of additional safety improvements.
- **RIWH** – The Risk Index With Horns is the average of the risk index values for each crossing in a proposed quiet zone assuming no additional safety improvements and the routine sounding of horns. The RIWH typically represents the existing risk levels. The current RIWH value of the mainline crossings is **6,077**.
- **NSRT** – The Nationwide Significant Risk Threshold is the average risk level of all highway-rail crossings in the United States that are equipped with flashing lights and gates and at which locomotive horns are routinely sounded. The NSRT is recalculated annually to reflect existing risk trends. The current value of the NSRT is **14,723**.

The QZRI for a proposed quiet zone is reduced through the implementation of FRA-approved Supplementary Safety Measures (SSMs) and/or Alternative Safety Measures (ASMs). A quiet zone may be implemented when SSMs and/or ASMs have been installed sufficient to bring the QZRI below either the RIWH or the NSRT. It is important to note that the QZRI and RIWH are measured as an average of the corridor as a whole rather than for individual crossings.

Reducing Risk Below National Average

If the QZRI is reduced below the NSRT alone, the quiet zone may be implemented, but the FRA will conduct an annual risk review to ensure that the quiet zone improvements still comply with the Train Horn Rule and that the QZRI is still below the NSRT. If an annual review finds that the quiet zone no longer qualifies, the public authority is given three years to install additional improvements to bring the quiet zone back into compliance. While the City has the option to implement a quiet zone by meeting the NSRT threshold, SRF encourages the City to consider alternative scenarios that will meet the RIWH threshold. By meeting the RIWH threshold, the City will avoid the annual risk review process while also making the corridor safer than the current conditions.

Reducing Risk Below Existing Levels

If the QZRI is reduced below the RIWH using SSMs at every crossing, the quiet zone may be implemented and the City must provide an update to the FRA every five years stating that the safety measures implemented to achieve the quiet zone are still in place as proposed. If the QZRI is reduced below the RIWH without the use of SSMs at every crossing, this update to the FRA must be provided every three years.

Types of Crossing Improvements

The FRA has pre-approved a variety of Supplementary Safety Measures (SSMs) to be used to improve safety at each crossing. These options and their corresponding risk reduction values are as follows:

- Closure or Grade Separation (100 percent risk reduction)
- Four-Quadrant Gates (77-82 percent risk reduction)
- Channelization Devices (e.g. Tuff Curb, Qwick Kurb) (75 percent risk reduction)
- Non-Traversable Medians (80 percent risk reduction)
- One-Way Street (82 percent risk reduction)

Examples of these improvements are shown on the following page.

Of these improvements, four quadrant gates and non-traversable medians are the most commonly used. Channelization devices are also frequently used in place of non-traversable medians where cost, narrow roadway width, or other roadway conditions must be considered. However, the channelization devices can be damaged by vehicles or during snow removal operations, necessitating ongoing monitoring and maintenance. Due to these factors, non-traversable medians were determined to be the most desirable crossing improvement option at most of the crossings in the corridor.

Non-traversable medians must meet minimum length requirements in order to be used for full risk reduction credit. The FRA mandates that medians and delineators must extend a minimum of 100 feet from the crossing gate arm. However, a 60-foot median is also acceptable if a longer median would interfere with either a public roadway or a commercial driveway. Medians that are shorter than these standards may still be used but are considered Alternative Safety Measures (ASMs) and require the submittal of a Quiet Zone Application to the FRA. Risk reduction for reduced length medians is applied on a prorated basis. For example, if the proximity of intersections limits median lengths to 30 feet instead of the minimum 60 feet, the median will be considered half as effective.

In some cases, crossing improvements may be difficult or impossible due to the configuration of roadways, accesses, and other factors. However, the Train Horn Rule does not require improvements at every crossing in a quiet zone.

Wayside Horns

In place of SSM or ASM improvements, the City may also implement wayside horns at one or more crossings. Wayside horns are stationary horn systems located at a highway rail grade crossing. These systems must meet the same decibel level requirements of standard train horns, but their stationary location creates a smaller area of noise impact. Crossings with wayside horns must also be equipped with the minimum warning device requirements of gates and flashing lights with power out indicators and CWT detection.

Four-Quadrant Gate



Non-Traversable Median



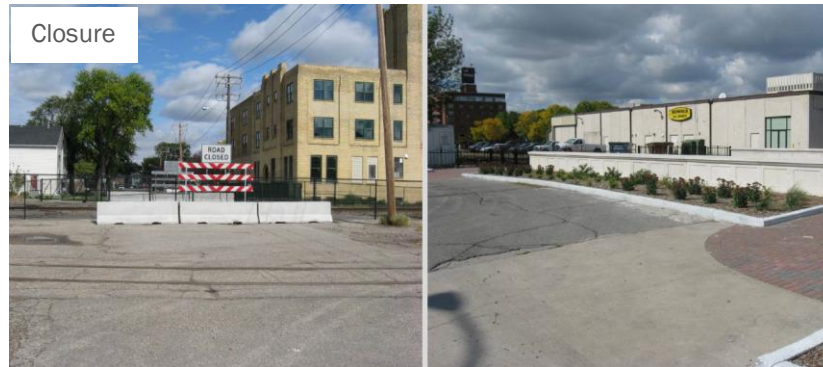
Channelization Devices



One-way Street



Closure



Diagnostic Meeting Discussion Items

As recommended by the Train Horn Rule, this assessment included an on-site diagnostic meeting with participation from key representatives from the City, the FRA, and RCPE. Note that due to inclement weather, the FRA representative was unable to attend in person, but participated via telephone for the non-field review portion of the meeting. Representatives from the South Dakota Department of Transportation (SDDOT) were also invited but did not attend. The diagnostic meeting was held on March 7, 2018. The diagnostic meeting minutes are provided in Appendix A.

Many factors and issues related to the FRA Train Horn Rule were discussed during the meeting. The following section summarizes the key points of these discussions and recommendations for how the City should proceed.

Conversion to Pedestrian-Only Crossing

As noted previously, crossing closure is one improvement option available to the City for risk reduction. During the diagnostic meeting, the City asked if the crossing could be closed only to motor vehicles, leaving a pedestrian crossing in its place. In follow-up discussions after the meeting, the FRA indicated that crossings need to be fully closed to both vehicles and pedestrians to qualify for risk reduction. The FRA noted that conversion to a pedestrian crossing would be allowed, but that the crossing should be excluded from the quiet zone risk calculations rather than being counted for risk reduction credit.

However, this guidance does not match a precise reading of the Train Horn Rule. Appendix A of the Rule outlines the requirements and effectiveness rates for the various SSM improvements. Table 2 summarizes the requirements for Permanent and Temporary crossing closures. Based on our interpretation of the requirements, conversion to a pedestrian-only crossing would completely block highway traffic from entering the crossing, thereby meeting the requirements of the Rule. To emphasize the fact that “highway traffic” does not include pedestrians, it is instructive to compare the requirements for a Permanent Closure to those for a Temporary Closure, which includes an additional requirement specific to closing adjacent pedestrian crossings. The omission of a reference to pedestrian crossings in the requirements for Permanent Closure indicates that the closure of adjacent pedestrian crossings is not required.

Based on our understanding of the Train Horn Rule requirements, conversion to a pedestrian-only crossing should qualify as a Permanent Closure. However, this will likely require further coordination with the FRA and it is possible that this interpretation may be overruled. We recommend that the City develop crossing improvement scenarios that do not rely on the risk reduction credit gained from any potential pedestrian crossing conversions.

Table 2. Permanent and Temporary Closure Requirements (emphasis added)

Permanent Closure of a Public Highway-Rail Grade Crossing	Temporary Closure of a Public Highway-Rail Grade Crossing
a. The closure system must completely block highway traffic from entering the grade crossing. b. Barricades and signs used for closure of the roadway shall conform to the standards contained in the MUTCD. c. The closure system must be tamper and vandal resistant to the same extent as other traffic control devices. d. Since traffic will be redistributed among adjacent crossings, the traffic counts for adjacent crossings shall be increased to reflect the diversion of traffic from the closed crossing.	a. The closure system must completely block highway traffic on all approach lanes to the crossing. b. The closure system must completely block adjacent pedestrian crossings. c. Public highway-rail grade crossings located within New Partial Quiet Zones shall be closed from 10 p.m. until 7 a.m. every day. Public highway-rail grade crossings located within Pre-Rule Partial Quiet Zones may only be closed during one period each 24 hours. d. Barricades and signs used for closure of the roadway shall conform to the standards contained in the MUTCD. e. Daily activation and deactivation of the system is the responsibility of the public authority responsible for maintenance of the street or highway crossing the railroad tracks. The public authority may provide for third party activation and deactivation; however, the public authority shall remain fully responsible for compliance with the requirements of this part. f. The system must be tamper and vandal resistant to the same extent as other traffic control devices. g. The closure system shall be equipped with a monitoring device that contains an indicator which is visible to the train crew prior to entering the crossing. The indicator shall illuminate whenever the closure device is deployed.

Potential for Constant Warning Time Waiver

Constant Warning Time (CWT) is a type of train detection required—where reasonably practical—by the FRA for all new QZ implementations. Simple train detection systems (e.g., motion sensors, track circuits) are designed to activate the crossing warning devices when they are triggered by a train a minimum of 20 seconds before the train enters the crossing. In cases where a train is approaching the crossing more slowly than usual, this warning time at the crossing will increase significantly. Motorists at the crossing may interpret the longer waiting time as a sign that the warning devices are malfunctioning and attempt to circumvent the gates. CWT addresses this issue by measuring the speed of the approaching train and adjusting the timing of the warning device activation to maintain consistent warning time durations.

During the diagnostic meeting, RCPE representatives noted that some crossings in the corridor have been equipped with CWT in the past, but that the winter road salt mixture used on roadways has caused operational issues, notably false positive signals where the warning devices activate despite no train being present. In these cases, RCPE has instead relied on the crossing island circuits for warning device activation. RCPE indicated that they would prefer to implement a phase shift overlay system for train detection in place of the CWT required by the Rule.

The Train Horn Rule notes that CWT is required “where reasonably practical.” In some cases, the FRA can waive the requirement for CWT. The potential for a CWT waiver at all crossings in the corridor was discussed at the diagnostic meeting. Such waivers are typically allowed only at siding or yard tracks where operational conditions would prevent a CWT system from operating as intended. In follow-up conversations, the FRA has indicated that it is very unlikely that a CWT waiver would be granted for multiple mainline crossings. The FRA stated that it is the responsibility of the railroad to ensure that all warning device equipment is functioning correctly and noted that they have not been aware of similar road salt issues at other locations.

Quiet Zone Length Requirement

One important question for the City to consider is the precise locations to start and end the quiet zone. The Train Horn Rule says only the following about the required length/spacing of a quiet zone: “Except as provided in paragraph (a)(1)(ii) of this section, the minimum length of a New Quiet Zone or New Partial Quiet Zone established under this part shall be one half mile along the length of railroad right-of-way.”

This rule has generally been interpreted to mean that there should be no regular (non-quiet) crossings within one quarter mile of the quiet zone crossings. With closely spaced crossings, a situation could occur where a train is required to sound its horn for a regular crossing before it has passed the last quiet zone crossing. The quarter mile minimum spacing is to address this issue.

In Rapid City, all the crossings are within this quarter mile spacing. However, due to low train speeds, the issue of a train sounding its horn at a quiet zone crossing is not an issue. The most closely spaced crossings are 500 feet apart and a train travelling at the 10-mph maximum timetable speed will be required to sound the horn only 294 feet prior to a crossing¹. Therefore, the City will be able to exclude some crossings from the quiet zone in order to focus efforts in one area.

¹ 10 miles/hour x 1.47 (conversion to feet/second) x 20 seconds (required horn sounding time) = 294 feet

Crossing Improvement Options

At each crossing, the diagnostic team evaluated the site conditions to evaluate potential safety issues and identify potential crossing improvements. A summary of the potential improvement options is included below. High-level aerial layouts of the improvements and construction cost estimates are also included on the following pages. The preliminary estimates were developed for each improvement option based on SRF's previous experience with quiet zone implementation. It should be noted that many of these costs may vary based on region, season, scope of construction activity, and other factors. Many cost factors related to the signal equipment was based on information provided by RCPE. Cost estimation worksheets with additional detail on unit price and quantity estimates are included in Appendix B.

The following notes should be considered when evaluating each of the following commonly recommended improvement options:

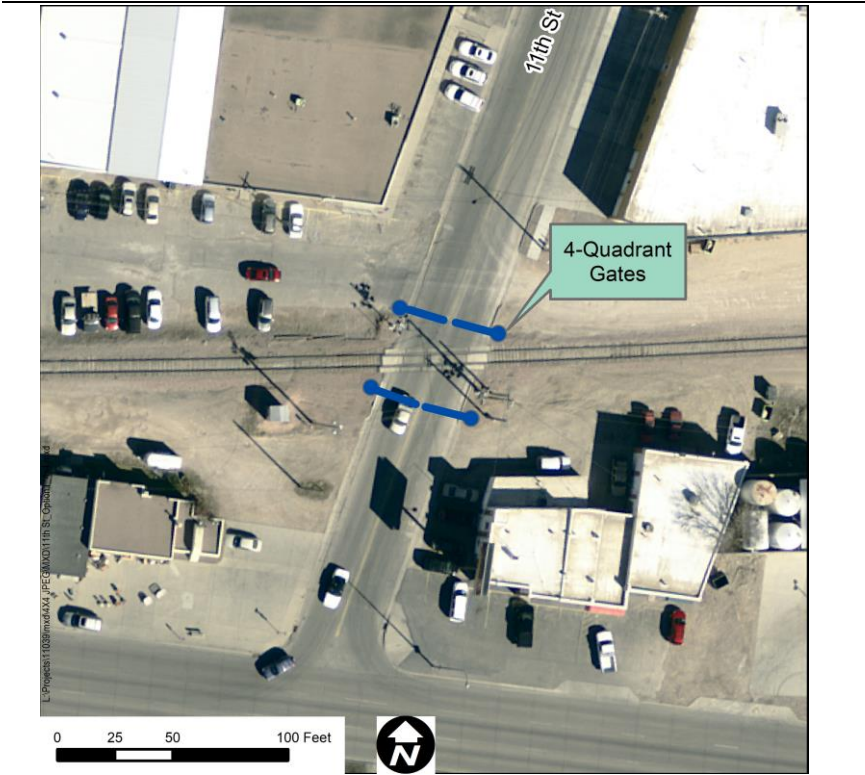
- **Four-Quadrant Gates:** This gate system has the advantage of having minimal impact to access for adjacent properties, but in many instances it is more expensive than other available options. The costs associated with signal upgrades are determined solely by the railroad. Based on information provided by RCPE, our estimated cost for each four-quadrant installation is \$350,000. It should be noted that this estimate is significantly lower than estimates provided to us from railroads on other projects. Four-quadrant gate installation costs typically range from \$500,000 to \$700,000. The precise costs of four-quadrant gate upgrades should be confirmed with RCPE prior to pursuing a quiet zone implementation. Four-quadrant gates are also subject to annual maintenance fees to the railroad for general maintenance and testing to ensure the equipment is functioning correctly. Annual fees of \$5,000 are typical but should also be confirmed with RCPE prior to implementation.
- **Non-Traversable Medians:** These improvements prevent motorists from circumventing lowered gate arms. The Train Horn Rule dictates that medians must be at least six inches high and should be at least 100 feet long as measured from the gate arm to the last full-height section of the median. Commercial accesses should be closed or relocated if they are within the extents of the median, though some exceptions apply. In cases where a median would limit an access to right-in/right-out movements, these are labeled in the layouts with the designation, "RIRO". Medians shorter than 60 feet require the submittal of a Quiet Zone Application to the FRA. To qualify for risk reduction, some accesses near proposed medians will need to be closed or restricted.
- **Wayside Horns:** These horn systems do not technically qualify as an SSM or ASM improvement, but they may be used as a substitute for train horns. For risk calculation purposes, crossings with wayside horns are removed from the calculations.

- **Closure:** Closure of a crossing will reduce risk by 100 percent but will have a significant impact on traffic circulation and access. An additional benefit is the cost savings of not upgrading the crossing with the minimum signal requirements. Incentive payments from the railroad and SDDOT may also be available. Standard closure incentive programs provide \$7,500 per crossing closure from the State DOT with a \$7,500 matching contribution from the railroad for a total incentive payment of \$15,000.
- **No Additional Improvements:** The Train Horn Rule does not require that additional improvements be installed at every crossing, so long as each is equipped with the minimum signal requirements. For each crossing, the option to install only the minimal requirements is available to the City.

The cost estimates provided in Appendix B included an itemized breakdown of the anticipated bid items and estimated unit costs for each improvement option at each crossing. The estimates are divided into crossing signal costs estimates, based on information provided by RCPE, and roadway cost estimates, based on the roadway modifications included in our proposed improvement options. The total estimates also include a 20 percent contingency as well as a 20 percent engineering fee estimate. The estimates should be considered planning-level only and may be affected by unknown site conditions or other factors that can only be identified through survey and design.

11th Street (190273R)

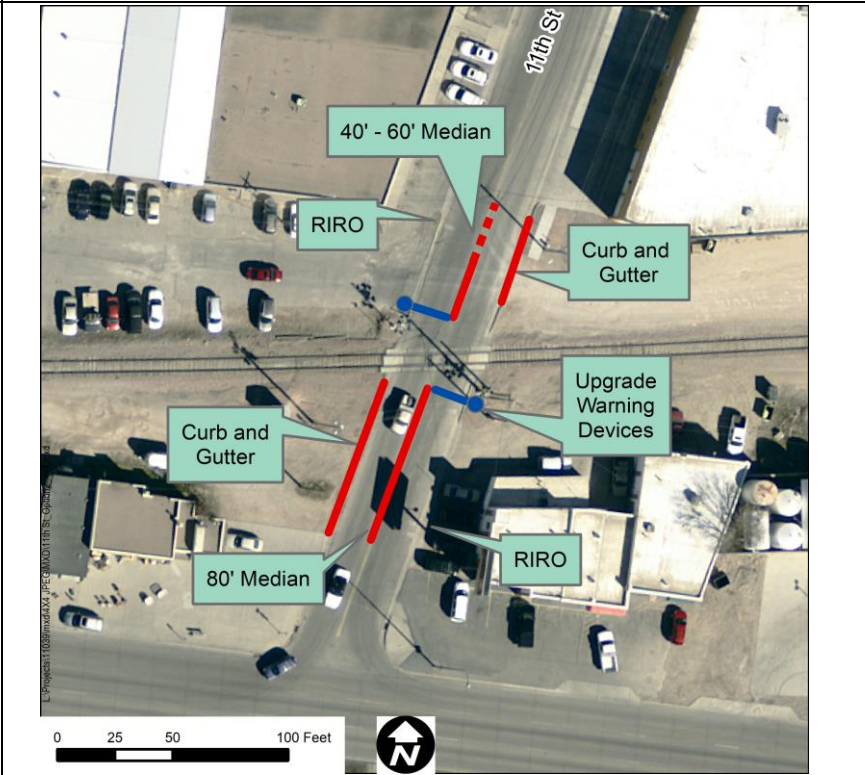
Option 1: Four-Quadrant Gates



Risk Reduction:	4,982 → 1,146 (77%)
Signal Costs:	\$350,000
Roadway Costs:	\$14,256
Total Cost:	\$364,256
	(+\$5,000 Ann. Maint.)

Notes: This option has the smallest impact on access to adjacent properties but has high construction costs and ongoing annual maintenance fees.

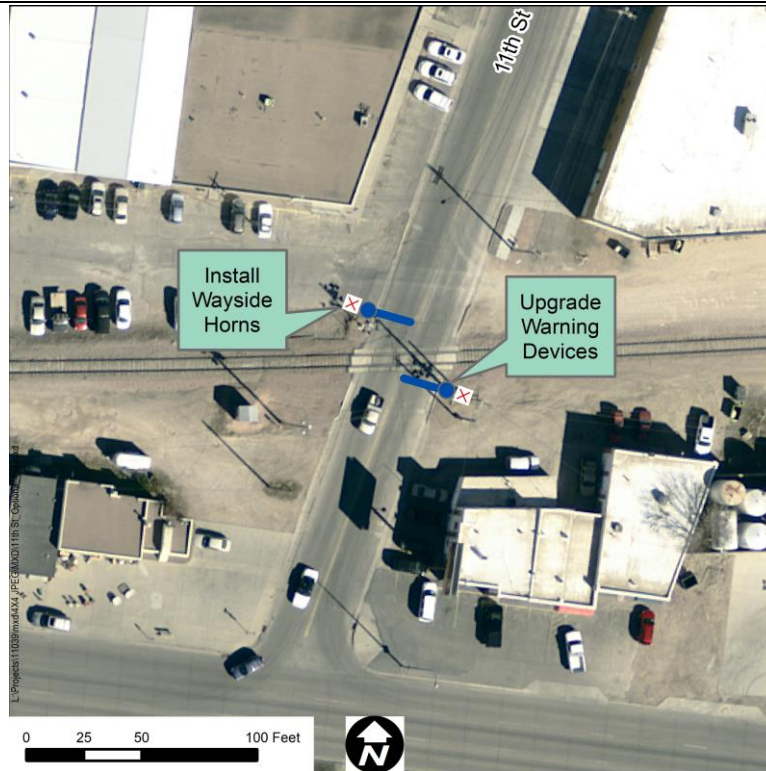
Option 2: ASM Medians



Risk Reduction:	4,982 → 1,661 (67%) (40' north median)
Signal Costs:	\$250,000
Roadway Costs:	\$64,056
Total Cost:	\$314,056

Notes: This option would limit some accesses to right-in/right-out movements. The length of the north median may be extended to 60' if it is acceptable to further limit the access to the northwest property.

Option 3: Wayside Horns

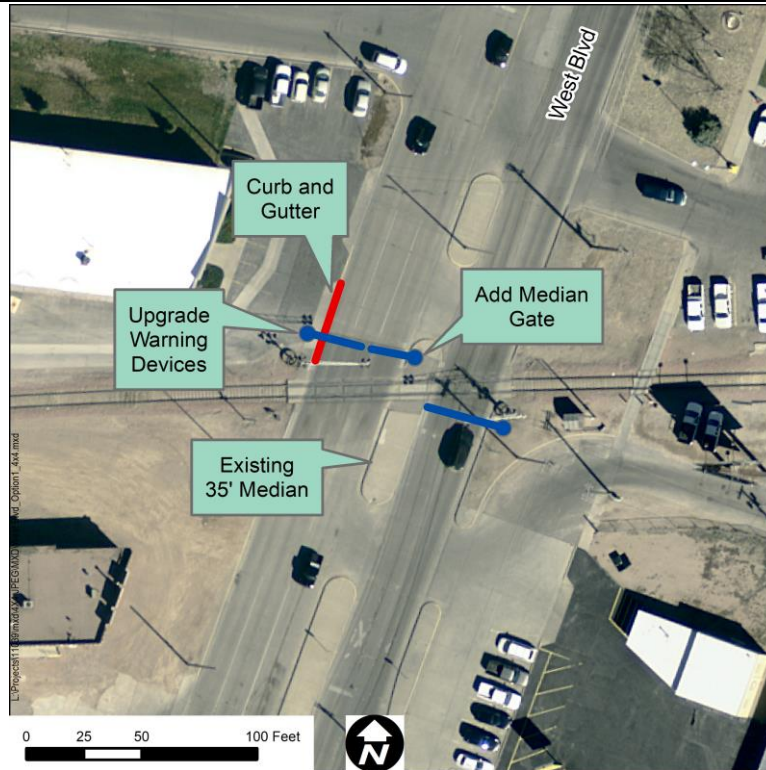


Risk Reduction:	n/a
Signal Costs:	\$280,000
Roadway Costs:	\$14,256
Total Cost:	\$294,256
	(+\$5,000 Ann. Maint.)

Notes: Wayside horns were discussed as an option at this crossing. However, due to the need to upgrade the warning devices, the estimated cost for this improvement is only slightly less than the other options.

West Boulevard (190272J)

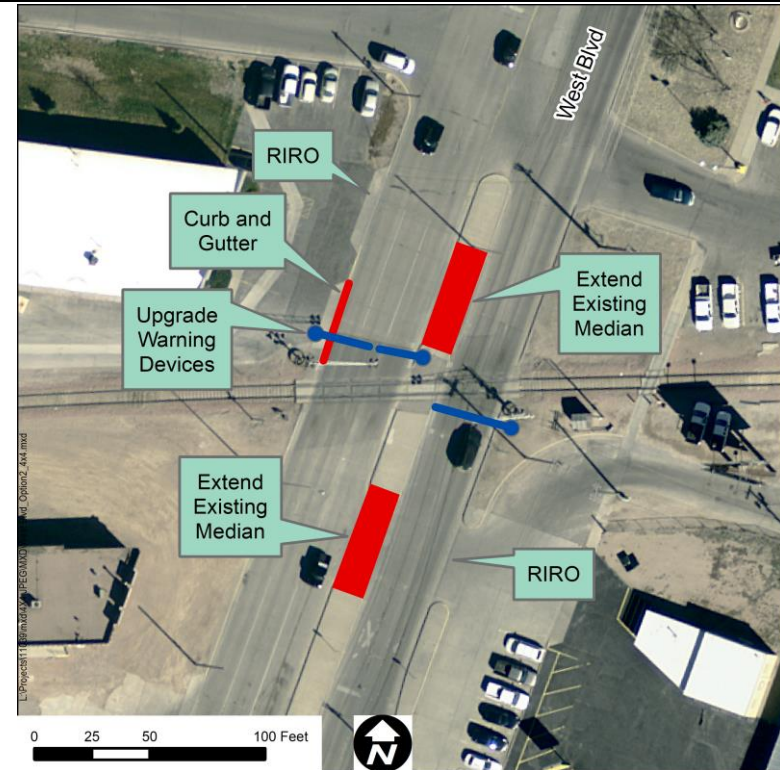
Option 1: ASM Medians (Existing)



Risk Reduction:	18,233 → 13,979 (23%)
Signal Costs:	\$300,000
Roadway Costs:	\$25,978
Total Cost:	\$325,978

Notes: This option utilizes the existing medians for risk reduction. A median gate is required to account for the southbound roadway width. The diagnostic team recommended that the access to the northwest property be closed to not interfere with the gate operation.

Option 2: ASM Medians (Extend Existing)

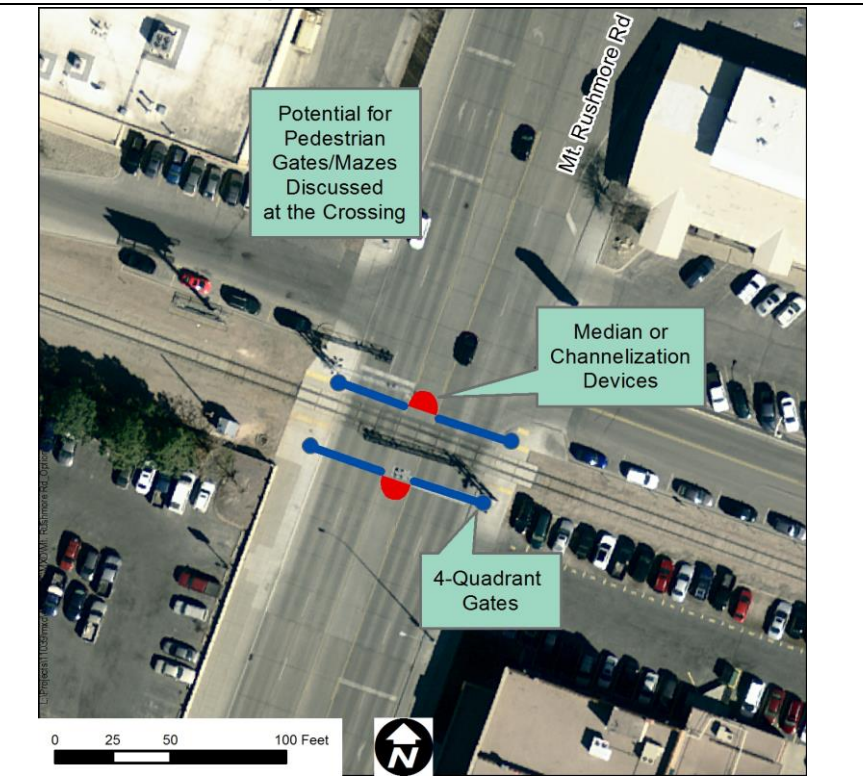


Risk Reduction:	18,233 → 3,647 (80%)
Signal Costs:	\$300,000
Roadway Costs:	\$57,820
Total Cost:	\$357,820

Notes: Under this option, the median gaps are filled to result in full-length medians on each approach. This would limit accesses to right-in/right-out movements. Alternatively, if only the north median were extended, this would result in a risk reduction of 63 percent and approximately \$25,000 less in roadway costs.

Mt. Rushmore Road (190271C)

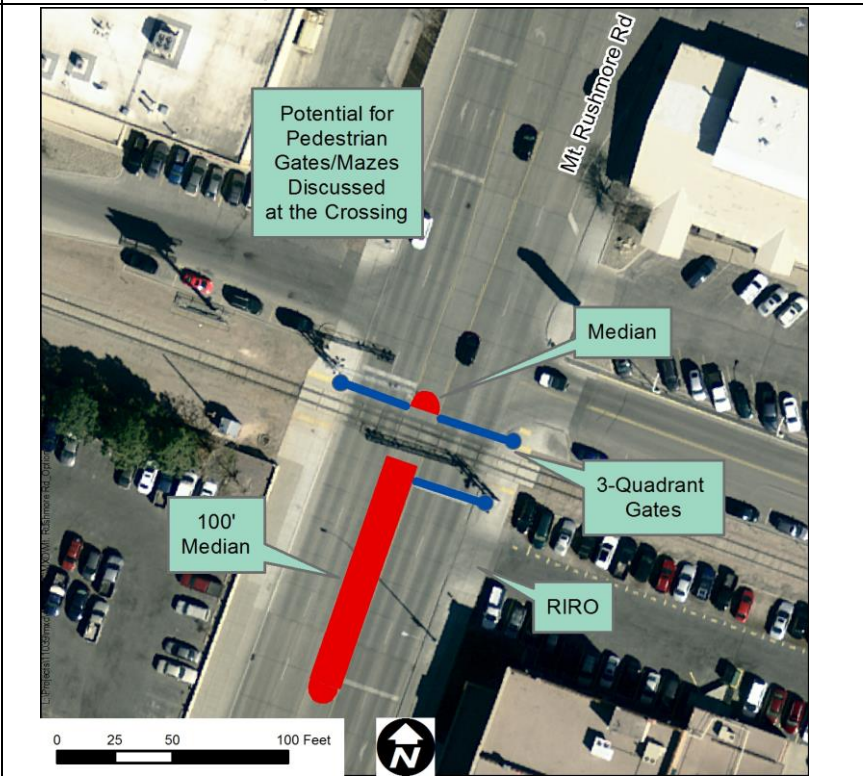
Option 1: Four-Quadrant Gates



Risk Reduction:	20,484 → 4,711 (77%)
Signal Costs:	\$350,000
Roadway Costs:	\$30,715
Total Cost:	\$380,715
	(+\$5,000 Ann. Maint.)

Notes: Four-quadrant gates are a suitable option at this crossing due to the conflicting intersections and accesses. Due to the roadway width, small sections of median or channelization devices will need to be installed in the center lane to qualify as an SSM improvement. Pedestrian gates and/or mazes were discussed as a potential option at this crossing but are not required by the Train Horn Rule.

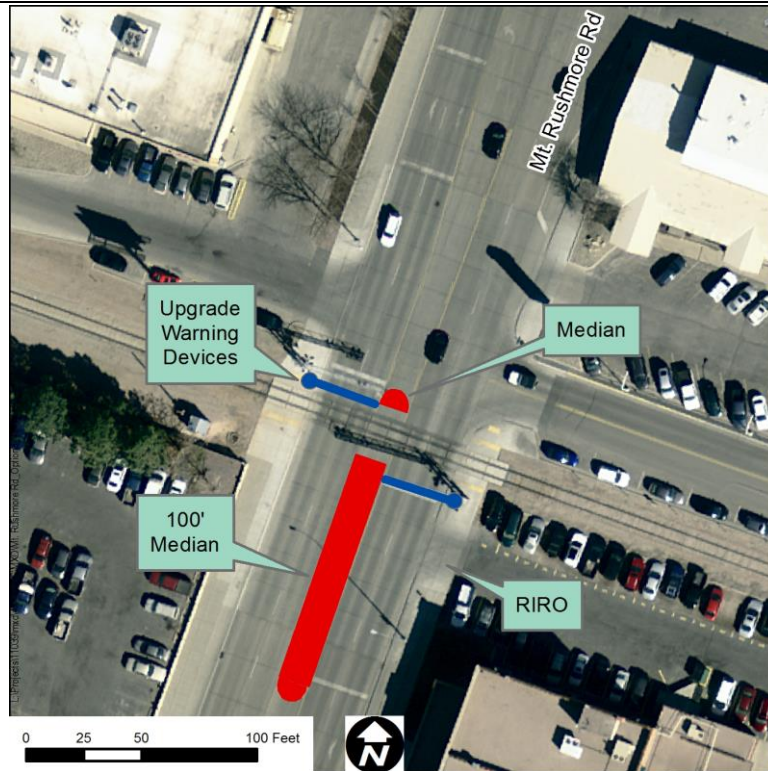
Option 2: Three-Quadrant Gates



Risk Reduction:	20,484 → 4,404 (79%)
Signal Costs:	\$300,000
Roadway Costs:	\$65,305
Total Cost:	\$365,305
	(+\$5,000 Ann. Maint.)

Notes: This option is a hybrid between a four-quadrant gate and non-traversable medians. This option achieves the highest risk reduction, but also carries the highest estimated cost. The access to the southeast property would be limited to right-in/right-out movements.

Option 3: ASM Medians (South Only)

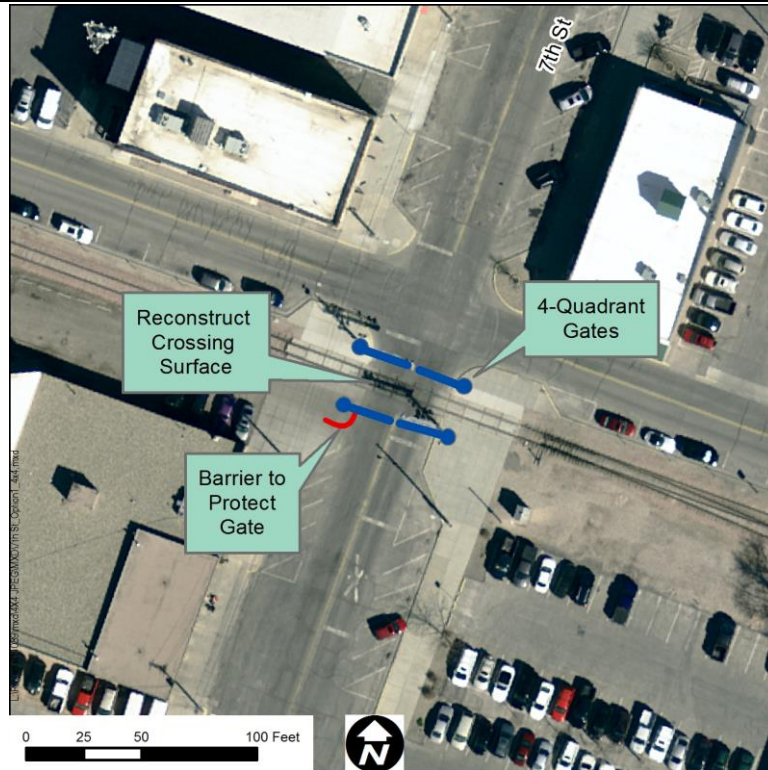


Risk Reduction:	20,484 → 12,291 (40%)
Signal Costs:	\$250,000
Roadway Costs:	\$65,305
Total Cost:	\$315,305

Notes: Medians to the north of the crossing are not possible due to the proximity of Rapid Street. The access to the southeast property would also be limited to right-in/right-out movements. This option has the lowest estimated cost, but also the lowest risk reduction effect.

7th Street (190270V)

Option 1: Four-Quadrant Gates

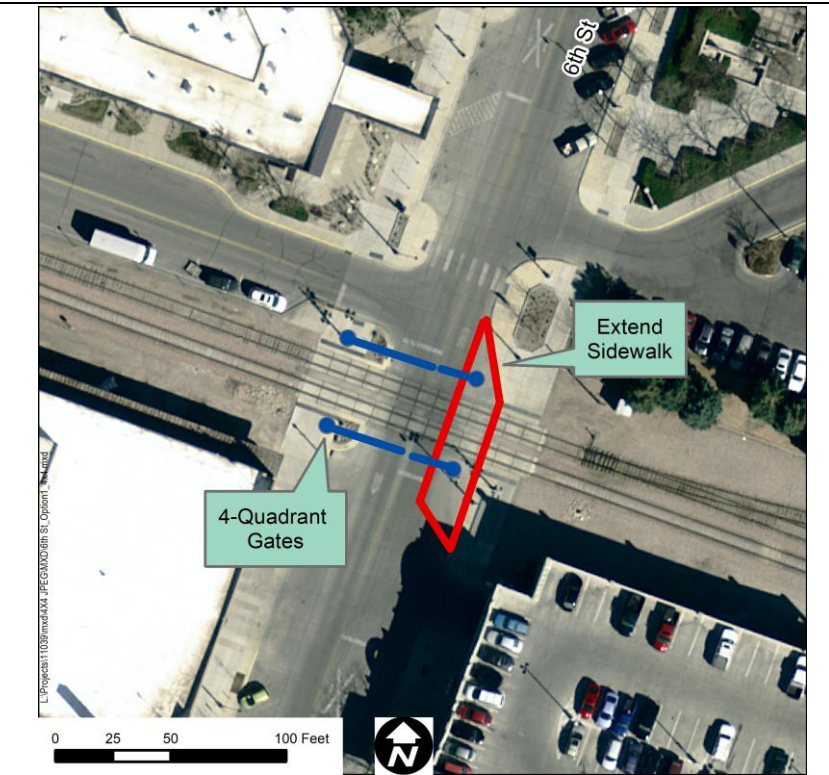


Risk Reduction:	6,007 → 1,382 (77%)
Signal Costs:	\$350,000
Roadway Costs:	\$98,208
Total Cost:	\$448,208
	(+\$5,000 Ann. Maint.)

Notes: Due to multiple nearby intersections and accesses, the diagnostic team determined that four-quadrant gates would be the only possible improvement option at this crossing. RCPE noted that physical protection of the southbound exit gate would be necessary to protect against trucks accessing the southwest property.

6th Street (190269B)

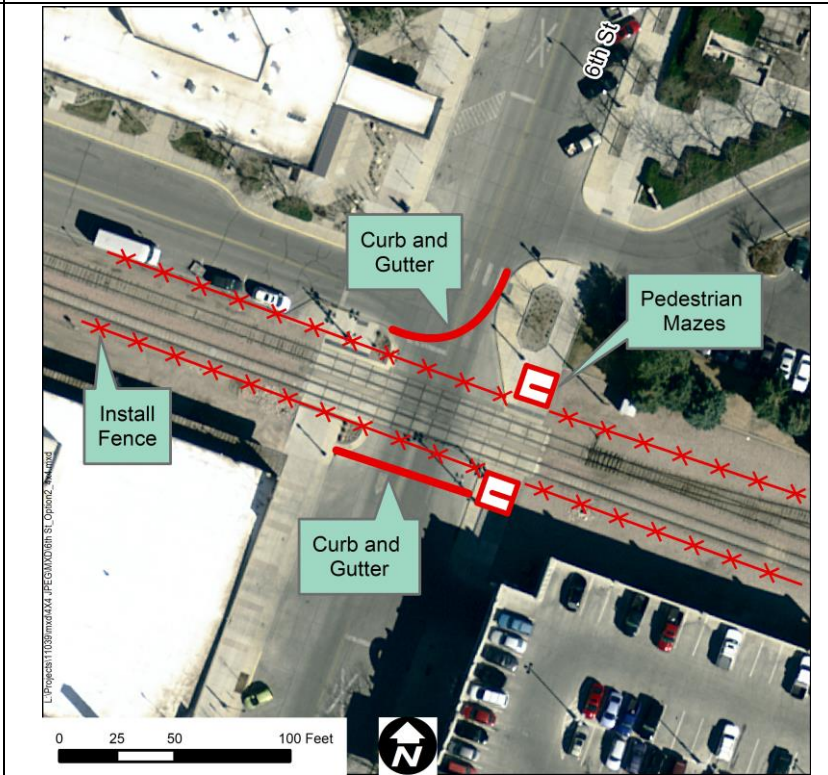
Option 1: Four-Quadrant Gates



Risk Reduction:	6,448 → 1,483 (77%)
Signal Costs:	\$350,000
Roadway Costs:	\$38,886
Total Cost:	\$388,886
	(+\$5,000 Ann. Maint.)

Notes: Trail crossing gates are limited to a maximum length of 32'. To accommodate this maximum length, the east sidewalk would need to be extended into the parking lane to allow for the placement of the northbound gates.

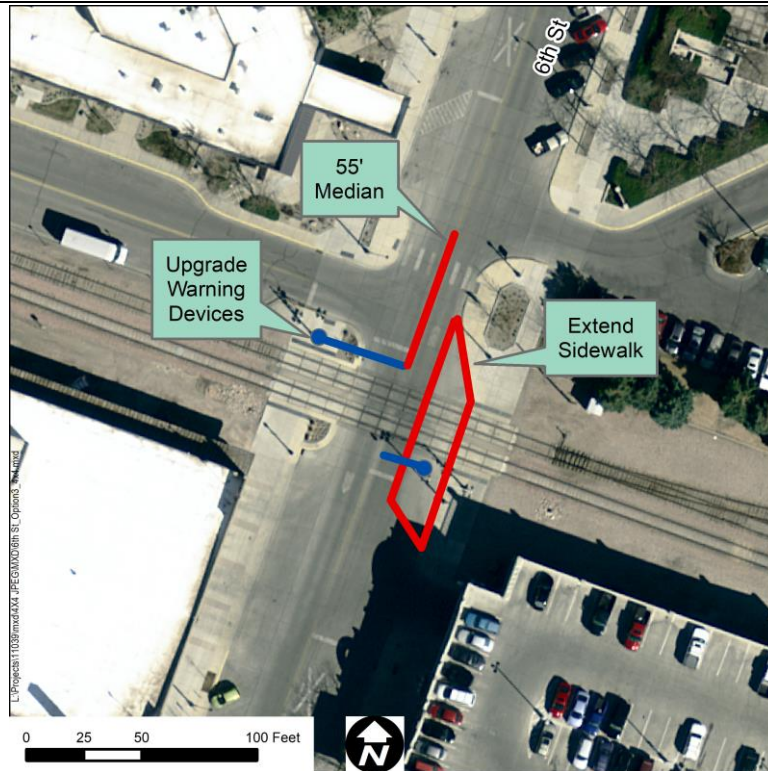
Option 2: Closure/Pedestrian Conversion



Risk Reduction:	6,448 → 0 (100%)
Signal Costs:	\$0
Roadway Costs:	\$82,606
Total Cost:	\$82,606

Notes: This option closes the crossing to vehicles but remains open for pedestrians. The proposed pedestrian mazes force users to look down the tracks in each direction before proceeding. The additional fencing prohibits pedestrians from circumventing the mazes.

Option 3: ASM Medians (North Only)

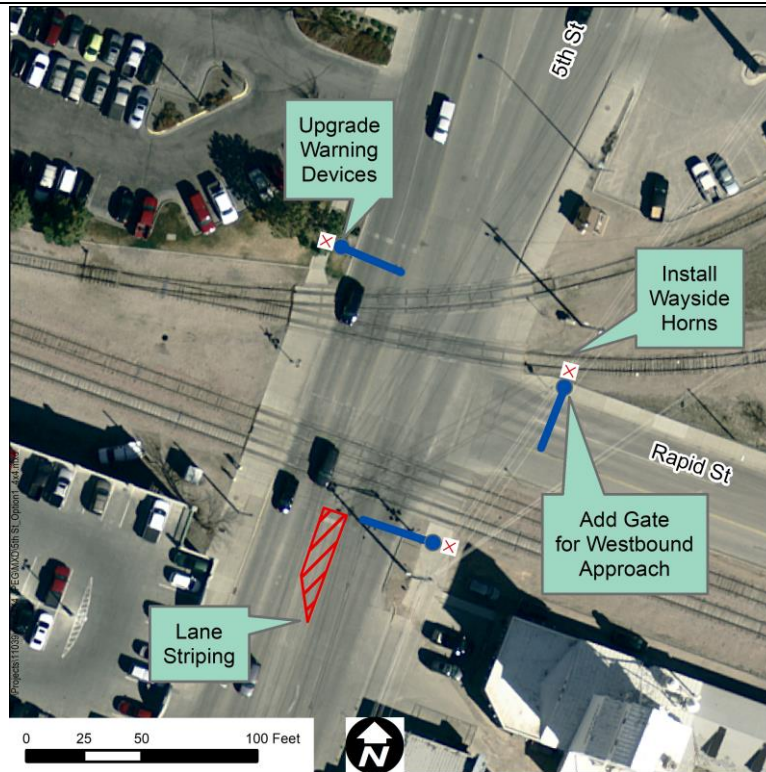


Risk Reduction:	6,448 → 4,084 (37%)
Signal Costs:	\$250,000
Roadway Costs:	\$43,256
Total Cost:	\$293,256

Notes: As with Option 1, this option extends the east sidewalk into the parking lane to allow for a northbound gate. Medians are not possible south of the crossing due to access requirements to the southwest property. The intersection with Rapid Street would also be limited to right-in/right-out movements.

5th Street (190268U)

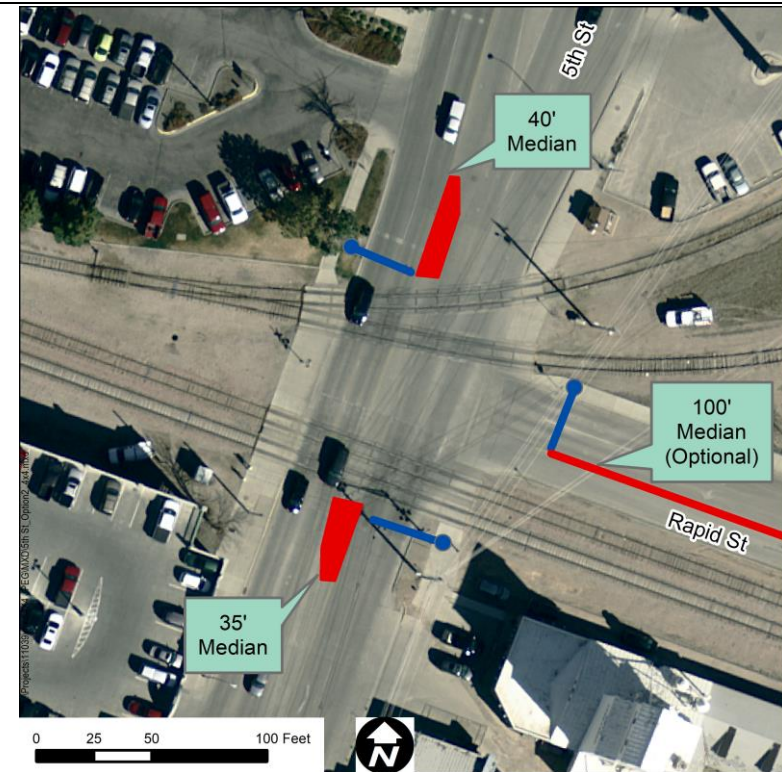
Option 1: Wayside Horns



Risk Reduction:	n/a
Signal Costs:	\$845,000
Roadway Costs:	\$22,176
Total Cost:	\$867,176

Notes: The signal upgrade costs at this crossing are significantly higher due to the multiple mainline and industry tracks as well as the intersection with Rapid Street. An additional gate will be required for the Rapid Street approach.

Option 2: ASM Medians

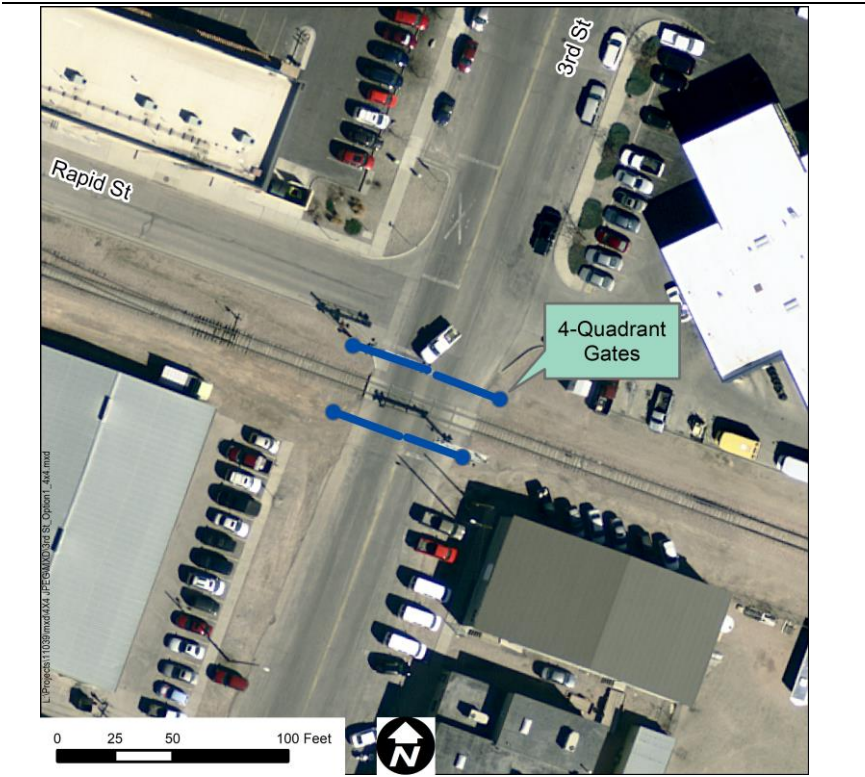


Risk Reduction:	19,263 → 9,631 (50%)
Signal Costs:	\$800,000
Roadway Costs:	\$61,804
Total Cost:	\$861,804

Notes: This option proposes reduced-length medians on the northbound and southbound approaches. A median on the Rapid City approach is recommended but may not be required by the FRA to meet Train Horn Rule standards.

3rd Street (190266F)

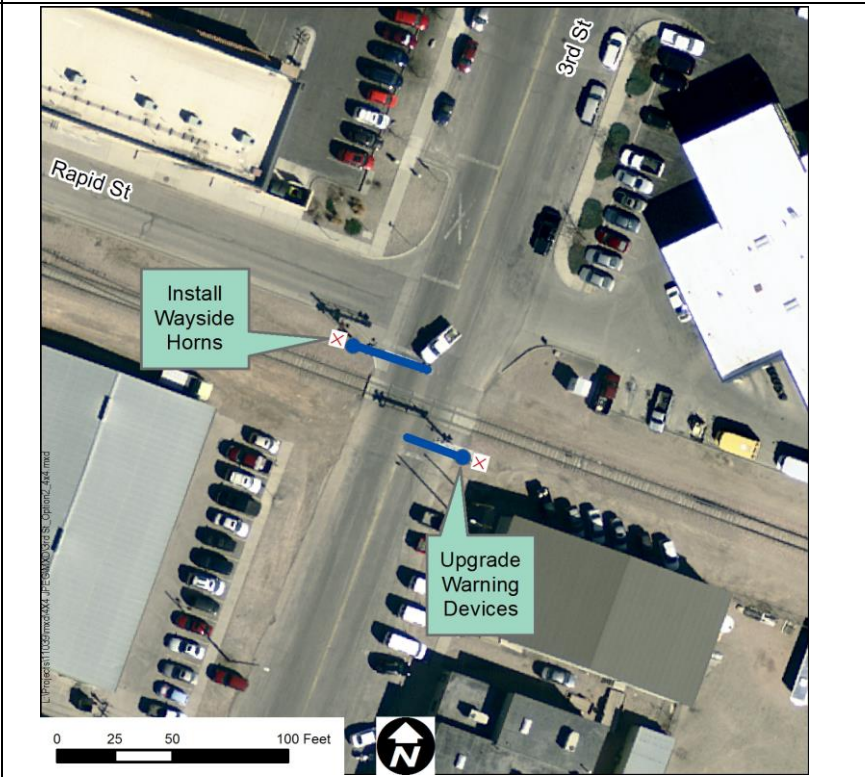
Option 1: Four-Quadrant Gates



Risk Reduction:	5,954 → 1,369 (77%)
Signal Costs:	\$350,000
Roadway Costs:	\$14,256
Total Cost:	\$364,256
	(+\$5,000 Ann. Maint.)

Notes: Four-quadrant gates are only of the only available options due to the close proximity of intersections and commercial accesses.

Option 2: Wayside Horns

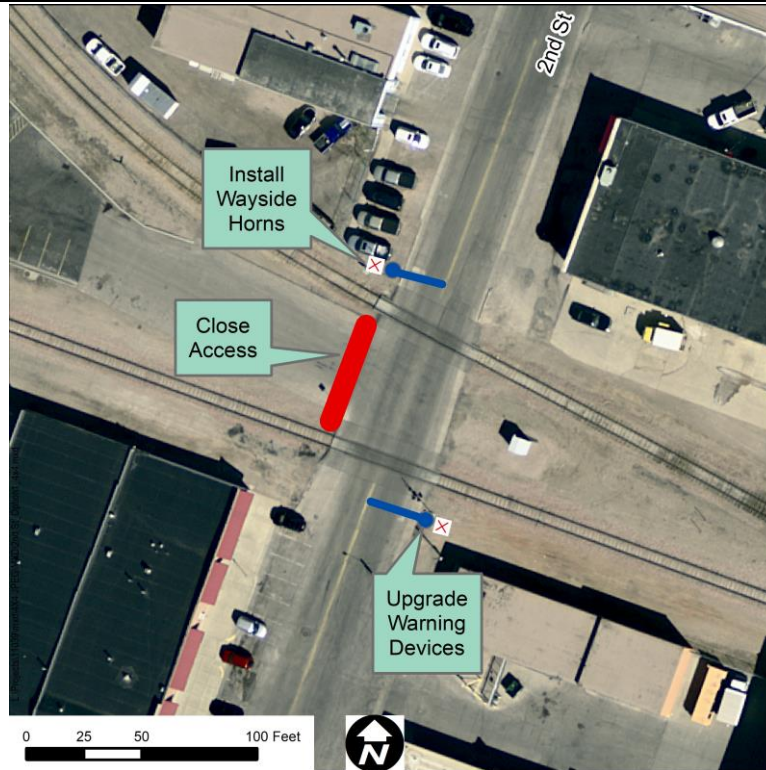


Risk Reduction:	n/a
Signal Costs:	\$280,000
Roadway Costs:	\$14,256
Total Cost:	\$294,256
	(+\$5,000 Ann. Maint.)

Notes: Wayside horns were discussed as a potential option at this crossing. Alternatively, this crossing and the remainder of the crossings to the east may be excluded from the quiet zone.

2nd Street (190265Y)

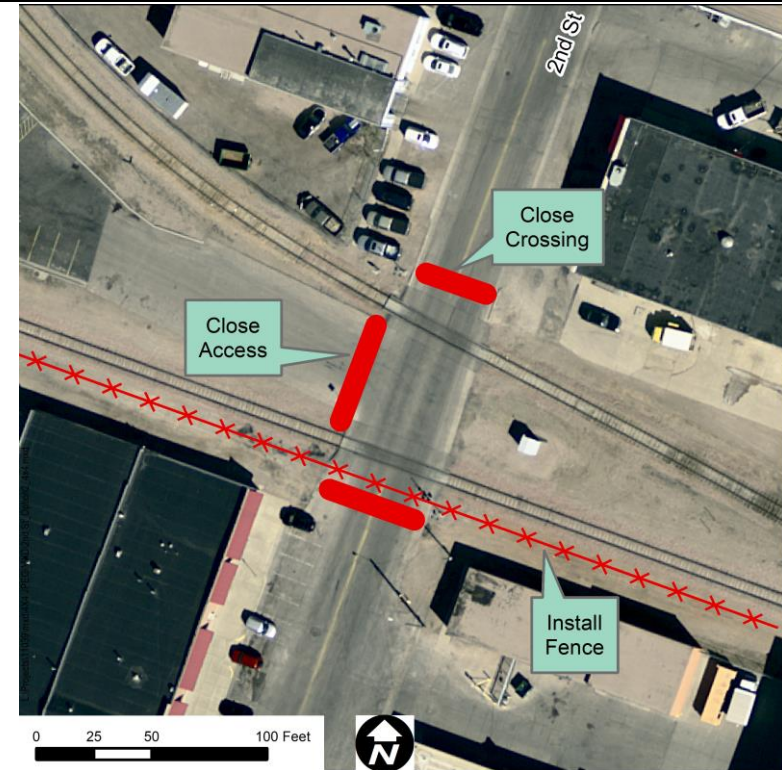
Option 1: Wayside Horns



Risk Reduction:	n/a
Signal Costs:	\$280,000
Roadway Costs:	\$38,615
Total Cost:	\$318,615
	(+\$5,000 Ann. Maint.)

Notes: The commercial access located between the mainline and spur tracks will need to be closed under any option. Access to this property is primarily via 3rd Street.

Option 2: Closure

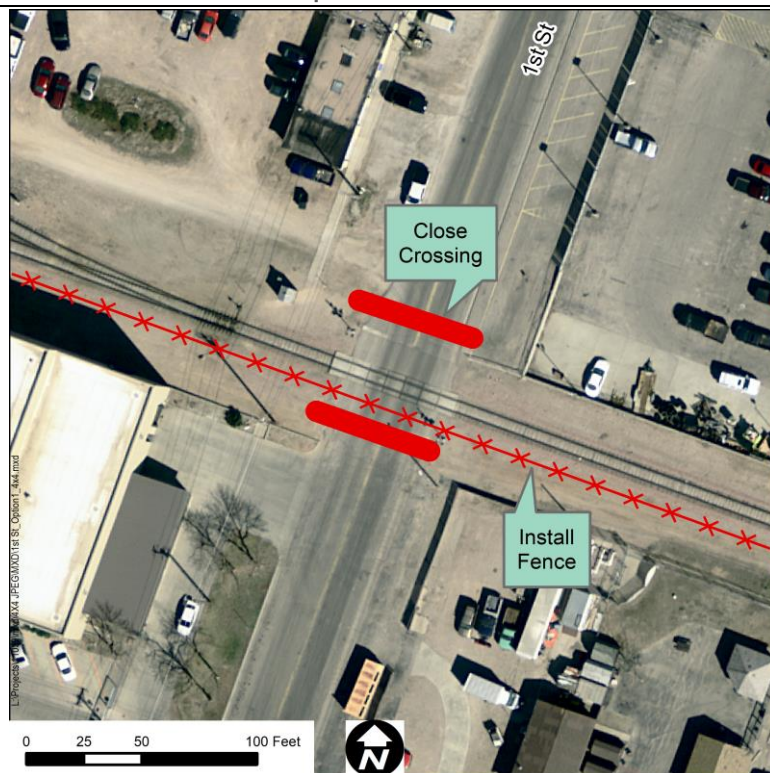


Risk Reduction:	3,945 → 0 (100%)
Signal Costs:	\$0
Roadway Costs:	\$59,541
Total Cost:	\$59,541

Notes: TA full closure of this crossing will include closing the commercial between the tracks. The proposed fence will prohibit pedestrian access across the tracks.

1st Street (190264S)

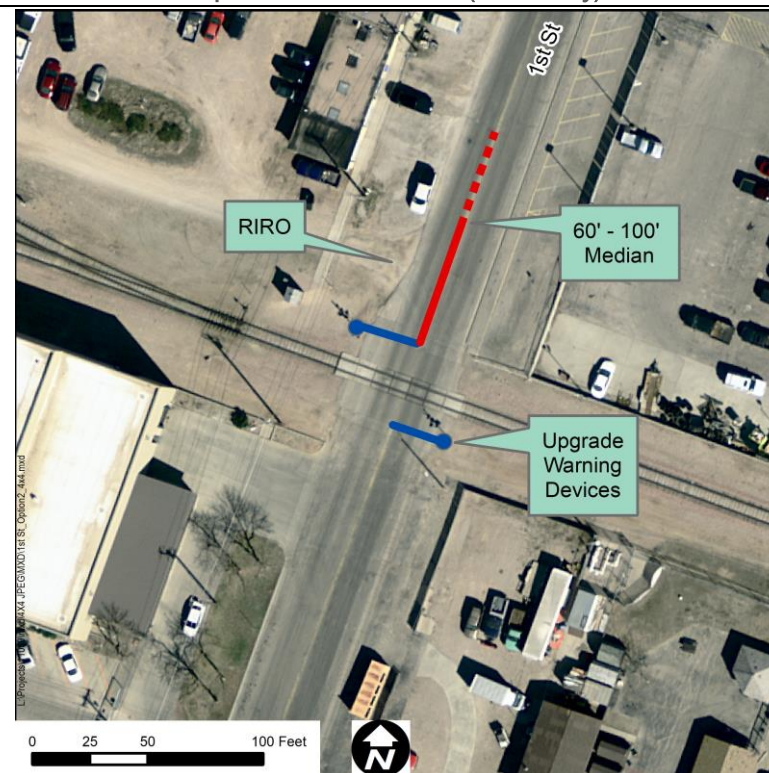
Option 1: Closure



Risk Reduction:	3,312 → 0 (100%)
Signal Costs:	\$0
Roadway Costs:	\$55,845
Total Cost:	\$55,845

Notes: This option fully closes the crossing. The proposed fence will prohibit pedestrian access across the tracks.

Option 2: ASM Medians (North Only)

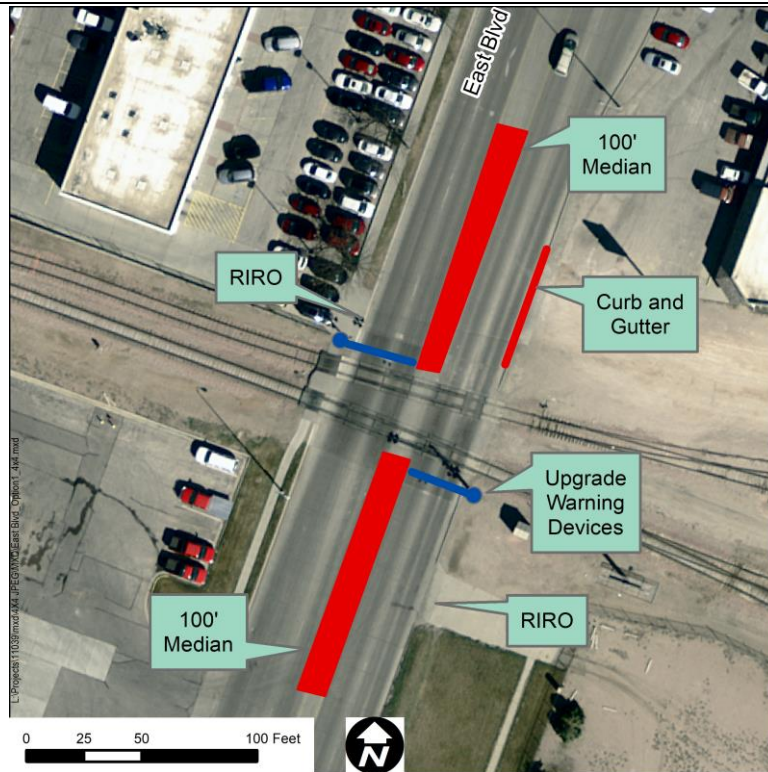


Risk Reduction:	3,312 → 1,987 (40%)
Signal Costs:	\$250,000
Roadway Costs:	\$47,356
Total Cost:	\$297,356

Notes: Median is not feasible south of the crossing due to the proximity of the commercial access to the southwest property. The median to the north may be between 60 and 100 feet in length depending on the need for access to the northwest property.

East Boulevard (190263K)

Option 1: SSM Medians

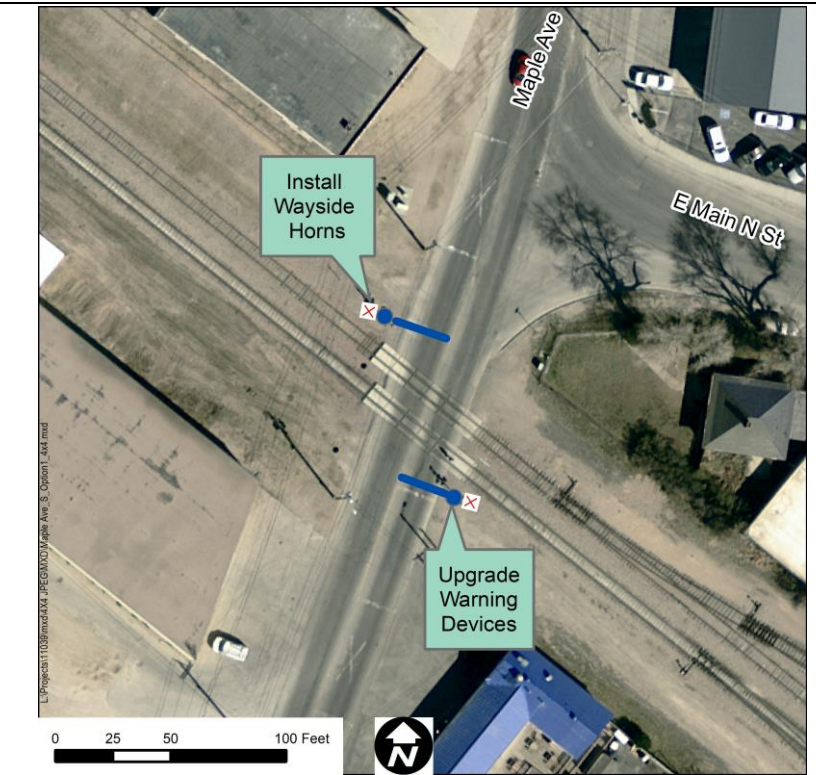


Risk Reduction:	15,797 → 3,159 (80%)
Signal Costs:	\$250,000
Roadway Costs:	\$101,900
Total Cost:	\$351,900

Notes: This option proposes installing medians in the existing center lane. Commercial accesses to the northwest and southeast properties would be limited to right-in/right-out movements.

Maple Avenue (South) (190261W)

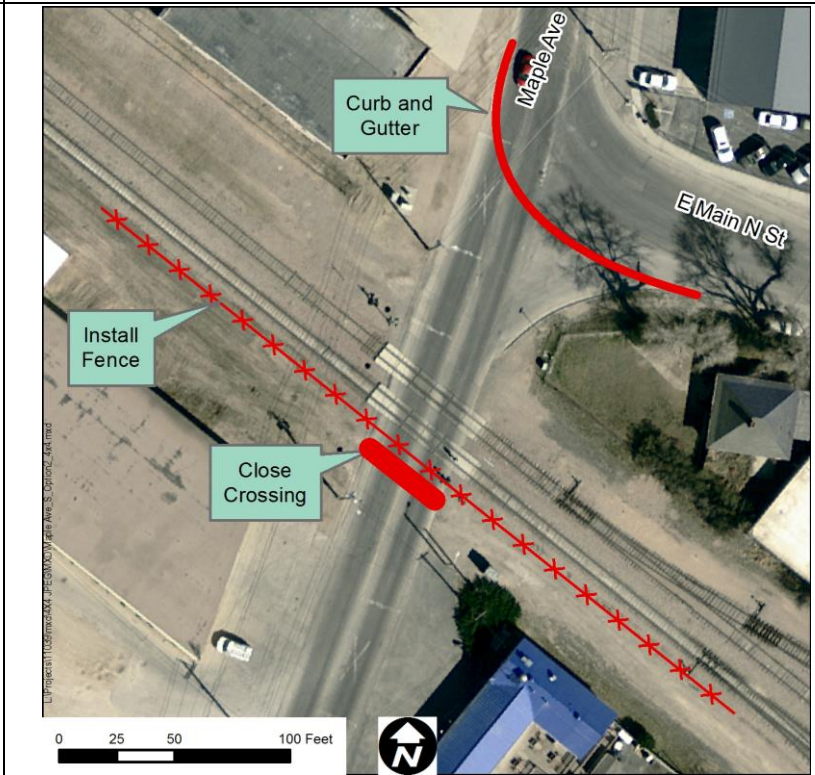
Option 1: Wayside Horns



Risk Reduction:	n/a
Signal Costs:	\$280,000
Roadway Costs:	\$14,256
Total Cost:	\$294,256
	(+\$5,000 Ann. Maint.)

Notes: The diagnostic team discussed the use of wayside horns as a potential option at this crossing.

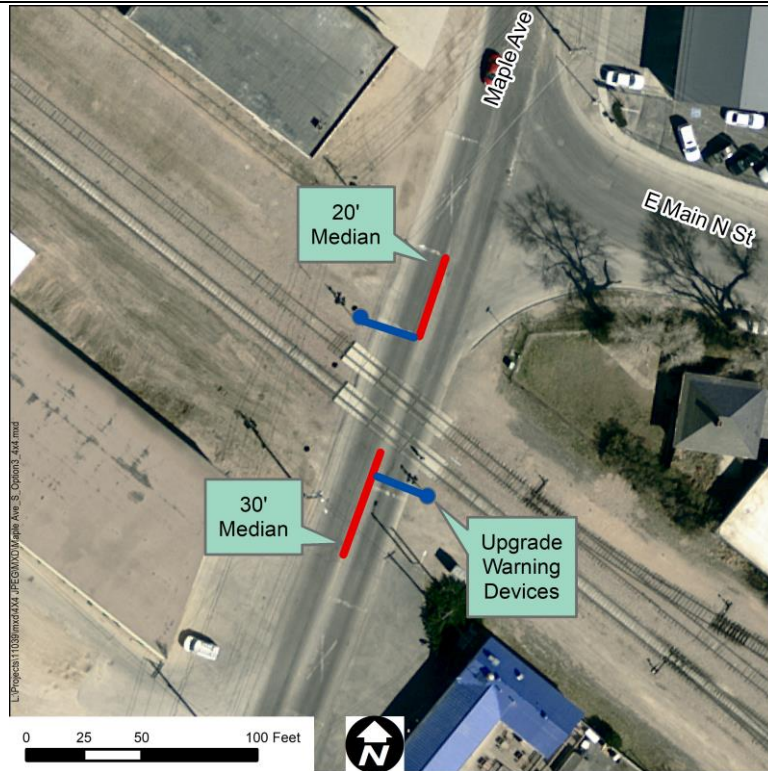
Option 2: Closure



Risk Reduction:	7,084 → 0 (100%)
Signal Costs:	\$0
Roadway Costs:	\$65,543
Total Cost:	\$65,543

Notes: As proposed, this closure option removes the intersection of Maple Avenue and E Main Street. The addition of fencing prohibits pedestrian access.

Option 3: ASM Medians

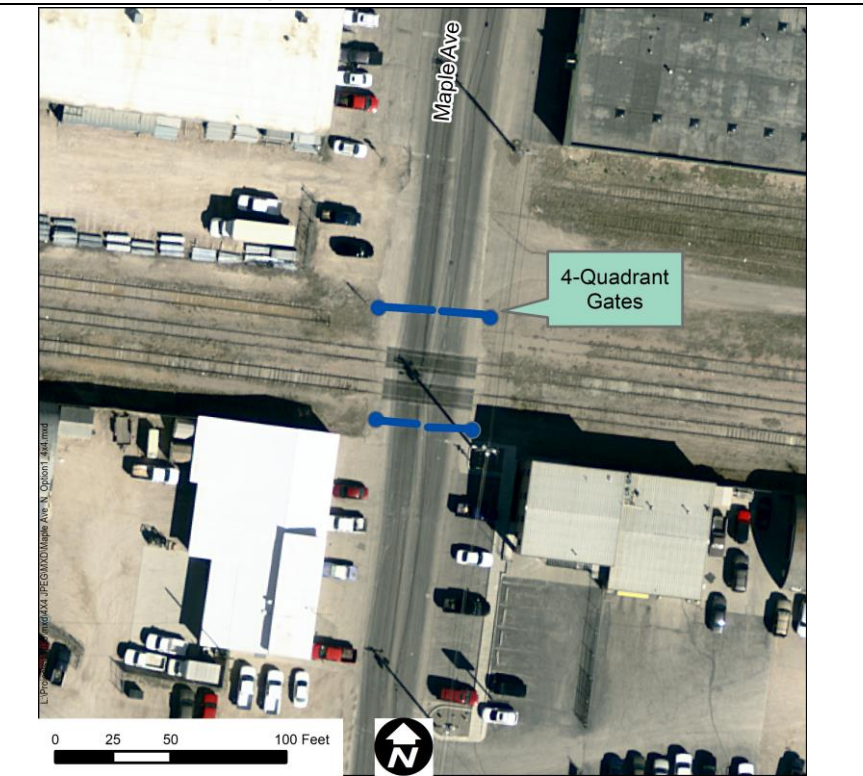


Risk Reduction:	7,084 → 4,723 (33%)
Signal Costs:	\$250,000
Roadway Costs:	\$35,165
Total Cost:	\$285,165

Notes: The median lengths at this crossing are limited by the proximity of the intersection with E Main Street and the commercial accesses south of the crossing.

Maple Avenue (North) (190262D)

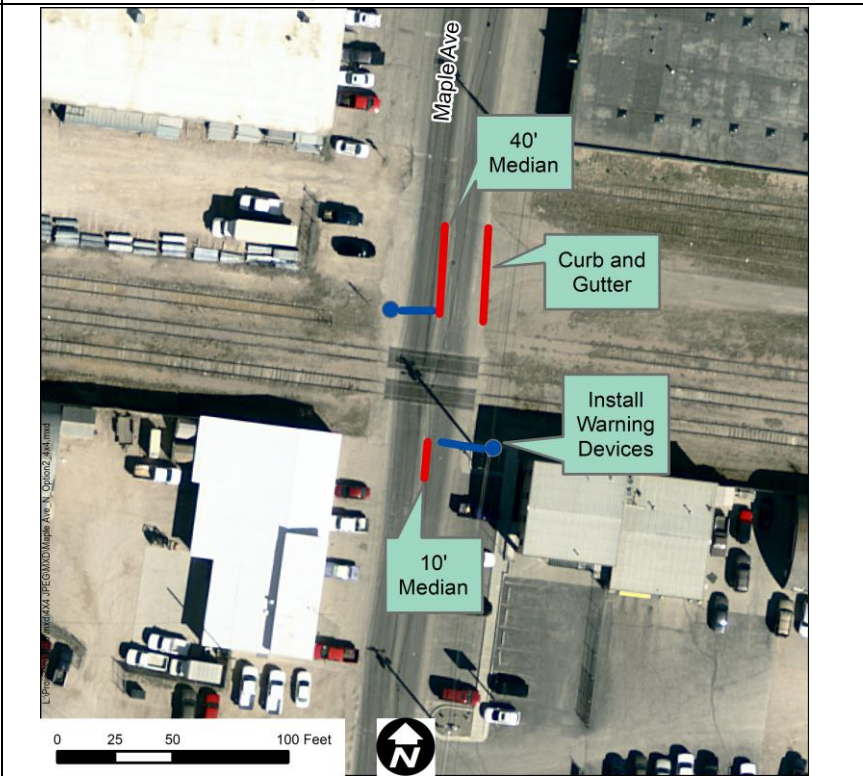
Option 1: Four-Quadrant Gates



Risk Reduction:	7,239 → 1,665 (77%)
Signal Costs:	\$350,000
Roadway Costs:	\$14,256
Total Cost:	\$364,256
	(+\$5,000 Ann. Maint.)

Notes: Four-quadrant gates may be the most feasible option at this crossing due to the proximity of multiple commercial accesses.

Option 2: ASM Medians



Risk Reduction:	7,239 → 5,574 (33%)
Signal Costs:	\$250,000
Roadway Costs:	\$38,966
Total Cost:	\$288,966

Notes: The median lengths at this crossing are limited by the proximity of multiple commercial accesses to the north and south of the crossing.

Omaha Avenue Crossings

Omaha Avenue (West) (190148D)



Notes: Upgrading this crossing with the minimum signal requirements would be very difficult given the existing roadway configuration. Median gates would be needed on each approach due to the number of lanes.

RCPE noted that under standard operations, trains use this crossing in reverse. Therefore, horns do not sound, and the crossing movement is protected using flaggers. Due to the difficulty of improvement installation and the limited existing train horn impacts, this crossing was eliminated from consideration for quiet zone implementation.

Omaha Avenue (East) (190267M)



Notes: Like the other Omaha Avenue crossing, this crossing would be very difficult to upgrade with the minimum requirements. Median gates would be needed on each approach due to the number of lanes. Additionally, the intersection with 3rd Street would likely need to be closed in order to install entry gates on the eastbound approach. Due to the difficulty of improvement installation, this crossing was eliminated from consideration for quiet zone implementation.

Crossing Improvement Scenarios

Multiple crossing improvement scenarios are available which would allow for the implementation of one or more quiet zones in Rapid City. Each scenario below was developed by selecting the various individual crossing improvement options described in the previous section. The options were selected to achieve a specific goal for each scenario such as selecting options that result in the highest levels of safety or selecting only the most cost-effective scenarios while leaving others with only the minimum crossing signal upgrades. Documentation of the quiet zone risk calculations is included in Appendix C.

Mainline Improvement Scenarios

This quiet zone corridor would extend from 11th Street to Maple Avenue (South). Rapid City crossings not included in this corridor are the two crossings at Omaha Avenue, and the Maple Avenue (North) crossing. Each of the scenarios below is compared in terms of total implementation cost, overall safety benefits, and other potential impacts to property access and traffic circulation. The relative risk levels are discussed in terms of Quiet Zone Risk Index (QZRI), Risk Index With Horns (RIWH), and Nationwide Significant Risk Threshold (NSRT). These concepts are discussed in more detail in the Introduction. A summary of the proposed scenarios is included in Table 4. Note that these sample represent only a small portion of the potential implementation options.

Baseline Scenario

The baseline scenario assumes that all the crossings in the corridor have been upgraded to meet the minimum warning device requirements but with no additional crossing improvements. The cost for these minimum upgrades is estimated at \$3,300,000. The final QZRI is 10,137 compared to a RIWH of 6,077 and an NSRT of 14,723. Since the QZRI is less than the NSRT, the City has the option to implement a quiet zone using only these minimum upgrades. However, if the quiet zone is implemented under this standard, it will be subject to an annual risk review by the FRA. The QZRI may increase if a crash occurs at a crossing or if train or traffic volumes increase. If an annual review finds that the QZRI is no longer below the NSRT, the City will be required to implement additional safety improvements.

Scenario 1: High Safety

The goal of this scenario is to select the improvement options that have the greatest impact on risk reduction, regardless of cost. As each crossing, the option with the highest risk reduction score was selected. This includes the use of a wayside horn system at 2nd Street, where no alternate options are available that did not include closure of the crossing. The result is a QZRI of 3,293 compared to a RIWH of 6,449. The estimated cost of this scenario is \$4,403,578.

Scenario 2: Cost Effective (Without Closures)

The combination of cost, risk reduction, and starting QZRI level result in varying levels of cost-effectiveness. Since the risk is calculated for the quiet zone as a single corridor, it is helpful and instructive to review the individual cost effectiveness of each improvement option. This will allow us to identify the options that have the greatest impact on corridor risk levels while minimizing overall costs. Table 3 summarizes the dollars per point of risk reduction for each option. The cost-effectiveness ratings range from \$9.25 per risk point for the closure of Maple Avenue (South) to \$224.48 per risk point for the installation of medians at 1st Street. The four closure options rank the highest due to their complete elimination of risk at the crossing. The costs for these improvements are also low since there is no need for crossing signal upgrades. Note that the wayside horn options are not included in this table. Wayside horns function as a one-for-one replacement of the train horn, and the crossing is excluded from risk calculations.

Using this ranking as a guide, this scenario proposes improvements at only four crossings: 1) Extending the existing medians at West Boulevard, 2) Three-quadrant gates at Mt. Rushmore Road, 3) Four-quadrant gates at 6th Street, and 4) Medians at East Boulevard. This scenario specifically avoids the use of closures due to their impact on access and traffic circulation. Improvements were added until the QZRI was less than the RIWH. The result is a QZRI of 5,749 compared to a RIWH of 6,077. The estimated cost of this scenario is \$3,763,910.

Scenario 3: Cost Effective (With Closures)

Using the same approach as Scenario 2, this scenario selects the most cost-effective improvement options first, but also includes the closure/pedestrian conversion of the 6th Street crossing. This scenario proposes improvements at four crossings: 1) Extending the existing medians at West Boulevard, 2) Three-quadrant gates at Mt. Rushmore Road, 3) Conversion of 6th Street to a pedestrian-only crossing, and 4) Medians at East Boulevard. The result is a QZRI of 5,614 compared to a RIWH of 6,077. The estimated cost of this scenario is \$3,457,630.

Table 3. Cost-Effectiveness of Proposed Improvements

Crossing Name		Improvement Option	Risk Reduction	QZRI	QZRI Reduction	Improvement Cost	Dollars / QZRI Reduction
Maple Avenue (south)	2	Closure	100%	7,084	7,084	\$65,542	9.25
6th Street	2	Closure/Ped. Conversion	100%	6,448	6,448	\$82,606	12.81
2nd Street	2	Closure	100%	3,945	3,945	\$59,541	15.09
1st Street	1	Closure	100%	3,312	3,312	\$55,845	16.86
Mt Rushmore Road	2	3-Quad Gates	79%	20,484	16,080	\$365,305	22.72
Mt Rushmore Road	1	4-Quad Gates	77%	20,484	15,773	\$380,715	24.14
West Boulevard	2	ASM Medians (Extend Existing)	80%	18,233	14,587	\$357,820	24.53
East Boulevard	1	ASM Medians	80%	15,797	12,638	\$351,900	27.85
Mt Rushmore Road	3	ASM Medians	40%	20,484	8,194	\$315,305	38.48
West Boulevard	1	ASM Medians (Existing)	23%	18,233	4,254	\$325,978	76.62
6th Street	1	4-Quad Gates	77%	6,448	4,965	\$388,886	78.33
11th Street	1	4-Quad Gates	77%	5,954	4,584	\$364,256	79.46
5th Street	2	ASM Medians	50%	19,263	9,631	\$861,804	89.48
11th Street	2	ASM Medians	67%	4,982	3,321	\$314,056	94.56
11th Street	1	4-Quad Gates	77%	4,982	3,836	\$364,256	94.96
7th Street	1	4-Quad Gates	77%	6,007	4,625	\$448,208	96.91
Maple Avenue (south)	3	ASM Medians	33%	7,084	2,361	\$285,164	120.77
6th Street	3	ASM Medians	37%	6,448	2,364	\$293,256	124.04
1st Street	2	ASM Medians	40%	3,312	1,325	\$297,365	224.48

Scenario 4: Include Only Core Downtown Crossings

As noted earlier, the City will not need to include all crossings within the City. The quiet zone must only meet the half-mile length requirement to qualify. The City may choose to focus efforts only on those crossings with the high potential for noise impact. This scenario proposes including only the four crossings from Mt. Rushmore Road to 5th Street. This scenario also proposes improvements at only two crossings: 1) Three quadrant gates at Mt. Rushmore Road and 2) Medians at 5th Street. The result is a QZRI of 6,623 compared to a RIWH of 7,824. The estimated cost of this scenario is \$1,727,109. Nearly half of this proposed cost is the minimum signal upgrades required at the 5th Street crossing.

Scenario 5: Phased Implementation

One option for the City to consider is a phased implementation of the quiet zone. For example, if the City pursues Scenario 4, quiet zones could be implemented at the other crossings at a later date. Using this approach, each quiet zone would need to qualify independently. The scenario proposes the implementation of quiet zones at three independent groupings of contiguous crossings:

- **West:** This grouping would consist of the crossings at 11th Street and West Boulevard. Improvements would include only extending the medians at West Boulevard. The result is a QZRI of 4,315 compared to a RIWH of 6,959. The estimated cost of this phase is \$607,820.
- **Downtown:** This grouping and proposed improvements matches those proposed in Scenario 4. The result is a QZRI of 6,623 compared to a RIWH of 7,824. The estimated cost of this phase is \$1,727,109.
- **East:** This grouping includes the remaining crossings between 3rd Street and Maple Avenue (South). The proposed improvements include: 1) Four-quadrant gates at 3rd Street, 2) Medians at East Boulevard, and 3) Medians at Maple Avenue (South). The result is a QZRI of 3,302 compared to a RIWH of 4,327. The estimated cost of this phase is \$1,501,321.

The combined cost of implementing all three phases is \$3,836,249.

Additional Crossings

As noted during the diagnostic team meeting, the two crossings at Omaha Avenue have unique geometric configurations that make the installation of even the minimum signal upgrades either extremely costly, or physically impossible without major modification to the surrounding roadway infrastructure. Due to these difficulties, and the limited train horn noise impact experienced at these crossings, they were eliminated from further consideration of quiet zone implementation.

Likewise, the State-owned crossing at Maple Avenue (North) experiences very few trains—typically only a few per year. Therefore, this from was also eliminated from further consideration for quiet zone implementation.

Table 4. Improvement Scenario Summary

Crossing Name	Baseline	Scenario 1: High Safety	Scenario 2: Cost-Effective (Without Closures)	Scenario 3: Cost-Effective (With Closures)	Scenario 4: Core Downtown Crossings Only
11th Street	Signals Only	4-Quad Gates	Signals Only	Signals Only	Excluded
West Boulevard	Signals Only	ASM Medians (Ext. Existing)	ASM Medians (Ext. Existing)	ASM Medians (Ext. Existing)	
Mt Rushmore Road	Signals Only	3-Quad Gates	3-Quad Gates	3-Quad Gates	3-Quad Gates
7th Street	Signals Only	4-Quad Gates	Signals Only	Signals Only	Signals Only
6th Street	Signals Only	4-Quad Gates	4-Quad Gates	Closure / Ped-Only	Signals Only
5th Street	Signals Only	ASM Medians	Signals Only	Signals Only	ASM Medians
3rd Street	Signals Only	4-Quad Gates	Signals Only	Signals Only	Excluded
2nd Street	Signals Only	Wayside Horns	Signals Only	Signals Only	
1st Street	Signals Only	ASM Medians	Signals Only	Signals Only	
East Boulevard	Signals Only	ASM Medians	ASM Medians	ASM Medians	
Maple Avenue (south)	Signals Only	ASM Medians	Signals Only	Signals Only	
Estimated Cost	\$3,300,000	\$4,403,578	\$3,763,910	\$3,457,630	\$1,727,109
NSRT	14,723	14,723	14,723	14,723	14,723
RIWH	6,077	6,449	6,077	6,077	7,824
QZRI	10,137	3,293	5,749	5,614	6,623

Note: Quiet Zone Risk Index (QZRI) must be below either Nationwide Significant Risk Threshold (NSRT) or Risk Index With Horns (RIWH) to qualify for quiet zone implementation.

Next Steps and Implementation Timeline

The next step for the City is to determine the preferred crossing improvement scenario. All the proposed scenarios will qualify for quiet zone implementation. The City will need to determine which scenario provides the best balance between cost, safety, and property access and traffic circulation impacts. Once the appropriate crossing improvement options have been selected, there are several steps necessary to implement a quiet zone.

1. **Notice of Intent:** The first step in the quiet zone implementation process is the submittal of a Quiet Zone Notice of Intent (NOI) to the FRA, RCPE, SDDOT, and any other applicable stakeholders. The NOI outlines the proposed crossing improvements the City intends to use to qualify for quiet zone implementation. All recipients of the NOI are allowed 60 days to provide comment.
2. **Quiet Zone Application:** Many of the proposed improvements described in this report include the use of Alternative Safety Measure (ASM) improvements. When ASM improvements are used, a Quiet Zone Application must be submitted to the FRA following the NOI 60-day comment period. The Application is subject to a minimum 60-day comment period for all stakeholders and must then be approved by the FRA. It is estimated that this process will take nine to twelve months to complete.
3. **Construct Improvements:** Once the Quiet Zone Application has been approved, the City may begin construction of the proposed crossing improvements. The City must also install advance warning signs and pavement markings conforming to the MUTCD standards, including the installation of “No Train Horn” signs to notify the public that train horns will no longer routinely sound at these crossings.
4. **Notice of Establishment:** Once the proposed improvements have been constructed, the City must then submit a Quiet Zone Notice of Establishment (NOE) to the FRA and all applicable stakeholders. The railroad must cease the routine sounding of horns 21 days after the submittal of this final notice.

After the quiet zone is implemented, the City will be required to provide updates to the FRA on a routine basis confirming that the improvements used to qualify for the quiet zone are still in place. If the quiet zone is established by installing SSMs at every crossing, the FRA requires a letter every five years confirming the continued presence of the SSM improvements. If the quiet zone is established without SSMs at every crossing a similar letter must be submitted to the FRA every three years. If the quiet zone is established by meeting only the NSRT threshold (Baseline Scenario), FRA staff will complete an annual risk assessment to confirm that the quiet zone is still within the NSRT threshold and will notify the City of the results. If the NSRT threshold is no longer met, the City will have six months to develop an action plan for adding additional improvements to bring the quiet zone under the NSRT threshold and three years to install these improvements before the quiet zone is terminated.

Appendix A: Diagnostic Meeting Minutes

RAPID CITY, SD

PRELIMINARY QUIET ZONE DIAGNOSTIC MEETING

MEETING MINUTES **9:00 A.M. March 7th, 2017**

ATTENDEES:

Kip Harrington, Rapid City
Steve Frooman, Rapid City
Ritchie Nordstrom, Rapid City
Lindsey Seachris, Rapid City
Eric Braun, Rapid City
Dan Senftner, Destination Rapid City
Gary Bate, RCPE

Jim Nemec, RCPE
Shawn Engel, RCPE
Karim M, Rushmore Hotel & Suites
Cheri Bonebrake, FRA (on the phone)
Jason Hanson, Brosz Engineering
Chris Ryan, SRF Consulting Group
Eric Hodgson, SRF Consulting Group

The diagnostic meeting participants, including representatives from The City of Rapid City (the City), the Rapid City Pierre & Eastern (RCPE) Railroad, the Federal Railroad Administration (FRA), the Rushmore & Suites Hotel, Brosz Engineering, and SRF Consulting Group. The participants met at the Rapid City Public Administration building to discuss the steps necessary to implement a quiet zone in the Rapid City under the FRA's Train Horn Rule. A copy of the sign-in sheet with contact information is provided as an attachment.

The meeting began with introductions and a brief project overview. The purpose of the meeting was to investigate and gather input on the various Supplemental Safety Measure (SSM) and Alternative Safety Measure (ASM) options available at each crossing in the proposed quiet zone. The quiet zone diagnostic meeting is also an opportunity to identify other concerns or issues related to the crossing such as safety, traffic operations, construction needs, etc.

The review included fourteen public vehicular crossings:

- Eleven crossings are on the RCPE main line from Colony to Dakota Junction: 11th Street, West Boulevard, Mt. Rushmore Road, 7th Street, 6th Street, 5th Street, 3rd Street, 2nd Street, 1st Street, East Boulevard, and Maple Avenue (south)
- One crossing is on the RCPE main line from Rapid City to Pierre: Omaha street (east)
- One crossing is on spur/industry tracks serving the Dakota Mill and Grain site
- One crossing is on the State-owned Kadoka to Rapid City line: Maple Avenue (north)

Informational packets distributed to the group at the meeting included the following materials:

1. 8.5x11 aerial map showing the layout of each crossing.
2. 2-page glossary of Quiet Zone terminology and improvement option examples.
3. A blank evaluation sheet for the diagnostic team members to document the preferred SSM/ASM improvement options and other field notes.

Additional information was provided to the group via email. This included:

1. United States Department of Transportation (USDOT) grade crossing inventory forms for each of the crossings.
2. Accident/Incident Reports (No crashes have been recorded at any crossing within the past five years)
3. Preliminary Quiet Zone Risk Calculations.

Chris Ryan (SRF Consulting Group) provided an overview of the quiet zone review and implementation process. A quiet zone prevents the *routine* sounding of horns, but horns may still be sounded in cases of emergency (vehicle, pedestrian, or animal on the tracks), in cases where construction or maintenance personnel are near the track, or if the crossing warning devices are not functioning correctly.

To be eligible for quiet zone implementation, each crossing in the quiet zone must be equipped with the minimum warning device requirements of gates, flashing lights, power out indicators, and Constant Warning Time (CWT) detectors where reasonably practical. Currently, none of the crossings in the corridor are equipped with all the minimum warning devices.

Gary Bate (RCPE) expressed his concern with being able to implement Constant Warning Time (CWT) at all the crossings. At some crossings in the City where CWT was implemented, the high salt water content in the rail ballast created from salting the roads in winter caused the warning devices to activate with false positives. RCPE has since disconnected the CWT detectors and uses the grade crossing island circuits to activate the warning devices. As an alternative to CWT, the railroad would prefer to implement a Phase Shift Overlay (PSO) system if the quiet zone is implemented. RCPE believes this train detection system would be more reliable than a CWT system based on the current conditions in the corridor. While the Train Horn Rule requires the use of CWT “where reasonably practical,” this may be a situation where the requirement can be waived in favor of the PSO system. This waiver would require a special request and exemption authorized by the FRA. SRF will coordinate further with FRA on the potential for a waiver of the CWT requirement in this corridor.

The cost of upgrading the warning devices is determined by the railroad but these costs will be the responsibility of the City. For high-level planning purposes, the following general cost estimates will be assumed for the project:

- 2-Quadrant Gate System with CWT Upgrade: \$250,000
- 4-Quadrant Gate System with CWT Upgrade: \$350,000
- It is assumed that the implementation of PSO instead of CWT will increase the above cost estimates by \$50,000.

The FRA's risk calculations assume that the implementation of a quiet zone will increase the risk at each crossing. The City must then implement additional safety improvements (SSMs and/or ASMs) sufficient to bring the Quiet Zone Risk Index (QZRI) below either the Risk Index with Horns (RIWH) or the Nationwide Significant Risk Threshold (NSRT). Preliminary risk calculations show that the current risk levels are as follows:

- RIWH (existing risk levels) = 12,671
- QZRI (with no additional safety improvements) = 21,136
- NSRT = 14,723

The group discussed the various SSM and ASM improvements options available. Conversation during the diagnostic meeting focused on the following improvement options:

- **4-Quadrant Gates:** This combination of entry and exit gates fully blocks access to the crossing. It is a very effective improvement (reducing risk by 77-82 percent) and has little to no impact on adjacent accesses but is more expensive than other options.
- **Non-Traversable Medians/Channelization Devices:** These improvements prevent vehicles from circumventing the gates when they are in the down position and have an effectiveness of 75-80 percent. Per the FRA Train Horn Rule, these improvements should be 100 feet long where possible. Medians/channelization devices shorter than 60 feet, or which have commercial accesses located within 60 feet of the gate arm are considered ASMs, have a more limited risk reduction effectiveness, and require the submittal of a Quiet Zone Application to the FRA.
- **Crossing Closure:** Crossing closures effectively eliminate all crossing risk, but may have a significant impact on traffic circulation.
- **Wayside Horns:** These improvements replace the train horn with a horn at the crossing which focuses the horn sound at the roadway for a more limited horn impact. This cost of wayside horns was estimated at \$30,000, but their use still requires an upgrade to a 2-quadrant gate system.

Following the diagnostic meeting, the City will work to identify the appropriate crossing improvements at each crossing necessary to qualify for a quiet zone. If the quiet zone moves forward, a Notice of Intent will be submitted to all stakeholders providing an overview of the proposed improvements. This notice is subject to a 60-day stakeholder comment period. If ASM crossing improvements are used, the FRA will require the submittal of a Quiet Zone Application. This application must be reviewed by the FRA's Railroad Safety Board and the processing time is currently estimated at six to nine months, but can sometime take up to a year. Construction of the improvements typically occurs following FRA approval of this application. Construction may occur prior to approval, but any modifications required by the FRA would need to be incorporated. Once the Quiet Zone Application is approved and the crossing improvements are installed, a Notice of Quiet Zone Establishment will be submitted to all stakeholders. The quiet zone will go into effect 21 days after this Notice.

Cheri Bonebrake (FRA) discussed the FRA's periodic recertification process wherein the City must document that the crossings still comply with the Train Horn Rule requirements. This process occurs once every one to five years depending on how the quiet zone is established.

RCPE then gave a general safety briefing and code of conduct for crossing site visits. Attendees then headed to the field to visit the crossings and to conduct a diagnostic review and to discuss potential safety measure updates for the crossings in the proposed quiet zone. A summary of the notes, discussion items, and recommended improvements for each crossing is provided in the tables on the following pages.

General comments relevant to all crossings include:

- All crossings will need to be equipped with "No Train Horn" signs if a quiet zone is implemented. Additional advance warning signage and pavement markings may be necessary to be consistent with the guidance in the Manual on Uniform Traffic Control Devices (MUTCD).
- RCPE confirmed that current train volumes at the mainline crossings are two through trains and two switching trains per day. Exceptions to these counts are noted individually below.
- RCPE also confirmed that the maximum timetable speed is 25 MPH at 11th Street, and 10 MPH at all other RCPE mainline crossings.
- In general, 4-quadrant gates and the "no treatment" options (minimum warning device upgrades only) could be used at any crossing. More detail is provided in the following sections regarding other potential improvements such as medians, channelization devices, wayside horns, and closures.
- The City may propose a quiet zone that does not include all of the crossings included in this review. The potential start and end points of the quiet zone will be reviewed to identify logical breakpoints.
- The City is not required to install additional improvements (beyond the minimum warning devices requirements) at all crossings to qualify for the quiet zone. Some crossings may be proposed to have no additional improvements installed.

11th Street		FRA Crossing ID: 190273R	
Crossing Improvement Options (Rank Top 3):			
SSMs:	☒ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☒ Wayside Horns ☐ Closure ☐ One-Way Streets	ASMs:	☐ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe): ☒ No Treatment
Notes: The roadway width at this crossing is 32', measured edge to edge of travel lane. North of the crossing, commercial accesses are immediately adjacent to the crossing on both sides of the road. South of the crossing, commercial accesses are located approximately 15' from the crossing on the east side of the road and 80' from the crossing on the west side of the road. Reduced Length Medians are an option at this crossing but would be limited to approximately 40' to the north (approximately 60' if the east commercial access is closed) and approximately 80' to the south. Wayside horns were discussed as a potential option at this crossing given the distance from hotels, restaurants, and other noise-sensitive land uses.			

West Boulevard		FRA Crossing ID: 190272J	
Crossing Improvement Options (Rank Top 3):			
SSMs:	☐ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☐ Wayside Horns ☐ Closure ☐ One-Way Streets	ASMs:	☐ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe): ☐ No Treatment
Notes: The roadway widths at this crossing measured edge to edge of travel lane are 24' in the NB direction and 34' in the SB direction with a 13' median in the center, measured from back of curb. An existing median at the crossing extends approximately 5' to the north and 30' to the south. North of the crossing, commercial accesses are immediately adjacent to the crossing on both sides of the road. South of the crossing, commercial accesses are located approximately 35' from the crossing on the east side of the road and 115' from the crossing on the west side of the road. The southbound roadway approach consists of three travel lanes. The maximum gate length allowable is 32', sufficient to cover two travel lanes and the necessary clearance distance to the gate mast. Therefore, under the current lane configuration, a median gate will also be required for the southbound approach. RCPE requires a minimum median width of 9' to accommodate the median gate. The extra gate will bring the estimated cost of minimum improvements at this crossing to \$350,000.			

Reduced Length Medians are an excellent option at this crossing given the existing median segments. The median north of the crossing could be extended to approximately 80'. The access to Kreisers Inc on the west side of the roadway would be limited to right-in/right-out (RIRO) access. Access to the property may be improved by creating an access to the north off Rapid Street. The current access would also likely need to be relocated to the north to allow sufficient clearance for the southbound gate arm. If the north median is left in its current configuration, only minimal risk reduction could be claimed.

The median south of the crossing results in approximately 30-35' of median length. Additional median length may be gained by extending the south median and limiting the commercial access on the east side of the road to RIRO access.

Mt. Rushmore Road

FRA Crossing ID: **190271C**

Crossing Improvement Options (Rank Top 3):

SSMs:	☒ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☐ Wayside Horns ☐ Closure ☐ One-Way Streets	ASMs:	☒ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment
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Notes:

The roadway width at this crossing is 64', measured edge to edge of travel lane. North of the crossing, an intersection with Apolda Street is immediately adjacent to the crossing on both sides of the road. South of the crossing, commercial accesses are located approximately 12' from the crossing on the east side of the road.

Due to the proximity of intersecting roadways and commercial accesses, median or channelization devices will only be feasible south of the crossing. A 100' median could be installed to the south, assuming it is acceptable for the commercial access on the east side of the road to be limited to RIRO access.

A 3-quadrant gate (medians to the south with entry/exit gates to the north) was also discussed as a feasible option at this crossing.

Due to higher pedestrian traffic at this crossing, additional improvements such as pedestrian mazes or gates were discussed for potential implementation at this crossing.

7th Street		FRA Crossing ID: 190270V			
Crossing Improvement Options (Rank Top 3):					
SSMs:	☒ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☐ Wayside Horns ☐ Closure ☐ One-Way Streets	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center; vertical-align: middle;">ASMs:</td> <td style="width: 70%; padding: 5px;"> ☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe): </td> <td style="width: 20%; text-align: center; vertical-align: middle;"> ☒ No Treatment </td> </tr> </table>	ASMs:	☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment
ASMs:	☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment			
Notes: The roadway width at this crossing is 32', measured edge to edge of travel lane. North of the crossing, an intersection with Apolda Street is immediately adjacent to the crossing on both sides of the road. South of the crossing, commercial accesses are located immediately adjacent to the crossing on the west side of the road and approximately 130' from the crossing on the east side of the road. Due to the proximity of intersecting roadways and commercial accesses, 4-quadrant gates are the only feasible improvement option at this crossing. However, RCPE expressed concern that the southbound exit gate may be an obstacle for trucks accessing the commercial access on the west side of the street. Physical protection of this gate (bollards, etc.) is recommended. Grade issues at this crossing surface contribute to ponding issues. RCPE recommended that the crossing surface be reconstructed as part of any crossing improvement plan.					

6th Street		FRA Crossing ID: 190269B			
Crossing Improvement Options (Rank Top 3):					
SSMs:	☒ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☐ Wayside Horns ☒ Closure ☐ One-Way Streets	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center; vertical-align: middle;">ASMs:</td> <td style="width: 70%; padding: 5px;"> ☐ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe): </td> <td style="width: 20%; text-align: center; vertical-align: middle;"> ☒ No Treatment </td> </tr> </table>	ASMs:	☐ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment
ASMs:	☐ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment			
Notes: The roadway width at this crossing is 30', measured edge to edge of travel lane. North of the crossing, an intersection with Apolda Street is immediately adjacent to the crossing on the west side of the road. South of the crossing, commercial accesses are located immediately adjacent to the crossing on the west side of the road and approximately 28' from the crossing on the east side of the road. The truck turning movements required to access the commercial property in the southwest quadrant of the crossing prevent the installation of median to the south. A 50-60' median could be installed to the north, but this would limit the intersection with Apolda Street to RIRO turning movements.					

The conversion of this crossing to pedestrian-only access was discussed as an option. The standard crossing closure incentive payments (\$7,500 from SDDOT with a \$7,500 match from RCPE) would not apply unless the crossing was closed to pedestrians also. The FRA noted that this conversion would not apply as a closure for risk calculation purposes but should instead be excluded from the risk calculations. It was recommended that pedestrian mazes be installed as part of this conversion effort.

5th Street

FRA Crossing ID: **190268U**

Crossing Improvement Options (Rank Top 3):

SSMs:	☐ 4-Quadrant Gate	ASMs:	☐ 3-Quadrant Gate	☒ No Treatment
	☐ Non-Traversable Medians		☒ Reduced Length Non-Traversable Medians	
	☐ Channelized Delineators		☒ Reduced Length Channelized Delineators	
	☒ Wayside Horns		☐ Other (Describe):	
	☐ Closure			
	☐ One-Way Streets			

Notes:

The roadway widths at this crossing measured edge to edge of travel lane are 56' on the south side of the main line tracks and 64' on the north side of the industry tracks. North of the crossing, commercial accesses are located approximately 51' from the crossing on the west side of the road and 100' from the crossing on the east side of the road. South of the crossing, commercial accesses are located approximately 40' from the crossing on the east side of the road and 98' from the crossing on the west side of the road. At this crossing, the rail spur serving the Dakota Mill and Grain site branches off the mainline. An intersection with Rapid Street is located on the east side of the roadway between the spur and mainline tracks. To meet the minimum warning device requirements, this approach will also need to be equipped with gates and flashing lights. Due to the need for additional gates and the complex track configuration, RCPE estimated the cost to upgrade the crossing with the minimum warning device requirements at \$800,000.

Reduced length medians could be installed at this crossing with approximately 40-50' of median to the north and 30-40' of median to the south. Longer medians may be possible but would limit commercial accesses to RIRO access on either side of the crossing. The median to the north of the crossing may also interfere with vehicle storage for the northbound left-turn lane. A median could also be installed on the westbound approach from Rapid Street. Channelization devices may be used in lieu of median to have less impact on the current lane configuration.

Wayside horns were discussed as a potential option at this crossing given the current ambient noise levels at the crossings due to high traffic volumes.

3rd Street		FRA Crossing ID: 190266F			
Crossing Improvement Options (Rank Top 3):					
SSMs:	☒ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☒ Wayside Horns ☐ Closure ☐ One-Way Streets	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 5px; vertical-align: top;">ASMs:</td> <td style="width: 60%; padding: 5px;"> ☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe): </td> <td style="width: 25%; padding: 5px; vertical-align: top;"> ☒ No Treatment </td> </tr> </table>	ASMs:	☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment
ASMs:	☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment			
Notes: The roadway width at this crossing is 42', measured edge to edge of travel lane. North of the crossing, an intersection with Rapid Street is immediately adjacent to the crossing on the west side of the road and a commercial access is immediately adjacent to the crossing on the east side of the road. South of the crossing, a commercial access is located immediately adjacent to the crossing on the east side of the road. The railroad access on the west side of the road also appears to be used to access the commercial property. Due to the proximity of Rapid Street and multiple commercial access, medians are not a feasible option at this crossing. Wayside horns were discussed as a potential option at this crossing given the distance from hotels, restaurants, and other noise-sensitive land uses.					

2nd Street		FRA Crossing ID: 190265Y			
Crossing Improvement Options (Rank Top 3):					
SSMs:	☐ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☒ Wayside Horns ☒ Closure ☐ One-Way Streets	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 5px; vertical-align: top;">ASMs:</td> <td style="width: 60%; padding: 5px;"> ☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe): </td> <td style="width: 25%; padding: 5px; vertical-align: top;"> ☒ No Treatment </td> </tr> </table>	ASMs:	☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment
ASMs:	☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment			
Notes: The roadway width at this crossing is 36', measured edge to edge of travel lane. North of the crossing, commercial accesses are located immediately adjacent to the crossing on both sides of the road. South of the crossing, commercial accesses are located immediately adjacent to the crossing on both sides. At this crossing, the RCPE Rapid City to Pierre line branches off from the mainline. An access to a commercial property (Good Year) is located on the west side of the roadway between the two rail lines and between the warning devices. The FRA will likely require this access to be closed if a quiet zone is implemented at this crossing. The primary access to the property is via 3rd Street. Due to low traffic volumes, this crossing is a suitable candidate for closure. This crossing has the lowest estimated risk level in the corridor. Wayside horns were discussed as a potential option at this crossing given the distance from hotels, restaurants, and other noise-sensitive land uses.					

1st Street		FRA Crossing ID: 190264S	
Crossing Improvement Options (Rank Top 3):			
SSMs:	☐ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☐ Wayside Horns ☒ Closure ☐ One-Way Streets	ASMs:	☐ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):
			☒ No Treatment
Notes: The roadway width at this crossing is 36', measured edge to edge of the travel lane. North of the crossing, a commercial access is located approximately 21' from the crossing on the west side of the road. An additional access to an auto garage is located approximately 60' from the crossing on the west side of the road. South of the crossing, commercial accesses are located approximately 25' from the crossing on the west side of the road and 81' from the crossing on the east side of the road. Due to the truck movements required to access the commercial property in the southwest quadrant, no median is feasible south of the crossing. A 60-100' median could be installed north of the crossing. This would restrict the commercial access in the northwest quadrant to RIRO access. Due to low traffic volumes, this crossing is a suitable candidate for closure. This crossing has the second lowest estimated risk level in the corridor. The City noted the presence of the Corner Stone Rescue Mission and a Rapid City Fire Station. There is a need to try to limit train noise at this location due to the Mission and Fire Station Buildings in the area, which both house people.			

East Boulevard		FRA Crossing ID: 190263K			
Crossing Improvement Options (Rank Top 3):					
SSMs:	☐ 4-Quadrant Gate ☒ Non-Traversable Medians ☐ Channelized Delineators ☐ Wayside Horns ☐ Closure ☐ One-Way Streets	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center; vertical-align: middle;">ASMs:</td> <td style="width: 70%; padding: 5px;"> ☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe): </td> <td style="width: 20%; text-align: center; vertical-align: middle;"> ☒ No Treatment </td> </tr> </table>	ASMs:	☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment
ASMs:	☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment			
Notes: The roadway width at this crossing is 65', measured edge to edge of travel lane. North of the crossing, commercial accesses are located approximately 15 and 165' from the crossing on the west side of the road and 10-15' from the crossing on the east side of the road. South of the crossing, commercial accesses are located approximately 103' from the crossing on the west side of the road and 32' from the crossing on the east side of the road. The current lane configuration at this crossing includes a striped center divider lane. 100' medians could be installed in the lane on each side of the roadway. The commercial access in the northeast quadrant would need to be closed by installing curb and gutter along the roadway edge. The first commercial access in the northwest quadrant would be limited to RIRO access. Additional access to this property is available approximately 165' north of this access. The access to the vacant property in the southeast quadrant would be limited to RIRO access.					

Maple Ave (north)		FRA Crossing ID: 190262D			
Crossing Improvement Options (Rank Top 3):					
SSMs:	☒ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☐ Wayside Horns ☐ Closure ☐ One-Way Streets	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center; vertical-align: middle;">ASMs:</td> <td style="width: 70%; padding: 5px;"> ☐ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe): </td> <td style="width: 20%; text-align: center; vertical-align: middle;"> ☒ No Treatment </td> </tr> </table>	ASMs:	☐ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment
ASMs:	☐ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):	☒ No Treatment			
Notes: The roadway width at this crossing is 33', measured from edge to edge of travel lane. North of the crossing, commercial accesses are located approximately 45' from the crossing on the west side of the road and immediately from the crossing on the east side of the road. South of the crossing, commercial accesses are immediately adjacent to the crossing on both sides of the road. This crossing is part of a state-owned rail line and would be considered a separate quiet zone if implemented. Rail volumes at this crossing vary seasonally but are estimated at fewer than one train per day. Reduced length medians may be feasible but would be limited to approximately 10-40' in length by the proximity of the commercial accesses on each side of the crossing.					

Maple Ave (south)		FRA Crossing ID: 190261W	
Crossing Improvement Options (Rank Top 3):			
SSMs:	☐ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☒ Wayside Horns ☒ Closure ☐ One-Way Streets	ASMs:	☐ 3-Quadrant Gate ☒ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☐ Other (Describe):
			☒ No Treatment
Notes: The roadway width at this crossing is 36', measured edge to edge of travel line. North of the crossing, an intersection with Main Street is located 10-15' from the crossing on the east side of the road. South of the crossing, commercial accesses are located approximately 59' from the crossing on the west side of the road and 29' from the crossing on the east side of the road. Reduced length medians may be feasible at this crossing. Approximately 15-20' of median could be installed to the north and approximately 25-30' of median could be installed to the south. Longer medians are not possible due to the proximity of roadway intersections and commercial accesses. Wayside horns were discussed as a potential option at this crossing given the distance from hotels, restaurants, and other noise-sensitive land uses. RCPE noted that this crossing sees two additional switching trains (for a total of 6 trains per day) because of the siding tracks located to the east of the crossing.			

Omaha Ave (west)		FRA Crossing ID: 190148D	
Crossing Improvement Options (Rank Top 3):			
SSMs:	☐ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☐ Wayside Horns ☐ Closure ☐ One-Way Streets	ASMs:	☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☒ Other (Describe): Exclude from QZ
			☐ No Treatment
Notes: The roadway configuration at this crossing consists of three travel lanes in the eastbound direction and four travel lanes in the westbound direction. This configuration would require the use of median gates to meet the minimum warning device requirements. The roadway configuration prevents the use of a 4-quadrant gate system and the proximity of commercial accesses make medians unfeasible. RCPE noted that push operation into this facility is standard. Under this operation, the horn is not sounded and the move is protected by flagmen. Due to the low train volumes at the crossing, the difficulty of treatment, and the limited use of the horn at this crossing, it was determined that this crossing should be excluded from further consideration in the quiet zone study.			

Omaha Ave (east)		FRA Crossing ID: 190267M	
Crossing Improvement Options (Rank Top 3):			
SSMs:	☐ 4-Quadrant Gate ☐ Non-Traversable Medians ☐ Channelized Delineators ☐ Wayside Horns ☐ Closure ☐ One-Way Streets	ASMs:	☐ 3-Quadrant Gate ☐ Reduced Length Non-Traversable Medians ☐ Reduced Length Channelized Delineators ☒ Other (Describe): Exclude from QZ
			☐ No Treatment
Notes: The roadway configuration at this crossing consists of three travel lanes in the eastbound direction and four travel lanes in the westbound direction. This configuration would require the use of median gates to meet the minimum warning device requirements. A gate for the eastbound direction would only be feasible if the intersection with 3rd Street on the south side of the road were closed. Due to the low train volumes at the crossing and the difficulty of treatment, it was determined that this crossing should be excluded from further consideration in the quiet zone study.			

Appendix B: Preliminary Construction Cost Estimates

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

				11th Street					
				Option 1 Quad Gates		Option 2 ASM/SSM Medians		Option 3 Wayside Horns	
Description	Unit	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
Roadway Costs									
Mobilization (10% of Roadway Costs)	LS	Varies	1	\$900.00	1	\$4,043.94	1	\$900.00	
Saw Pavement	LF	\$9.00	0	\$0.00	312	\$140.00	0	\$0.00	
Removal of Concrete	SY	\$15.00	0	\$0.00	0	\$0.00	0	\$0.00	
Removal of Bituminous Pavement	SY	\$8.50	0	\$0.00	249	\$2,115.56	0	\$0.00	
Removal of Curb & Gutter	LF	\$10.00	0	\$0.00	70	\$700.00	0	\$0.00	
Aggregate Base Course CL 5	Ton	\$20.00	0	\$0.00	19	\$388.89	0	\$0.00	
Curb	LF	\$50.00	0	\$0.00	380	\$19,000.00	0	\$0.00	
Concrete Median Pavement	SY	\$65.00	0	\$0.00	63	\$4,095.00	0	\$0.00	
Narrow Bituminous Median	SY	\$175.00	0	\$0.00	0	\$0.00	0	\$0.00	
Sidewalk Concrete 4 IN	SY	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	
Traffic Control	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Ornamental Fence (Barrier)	LF	\$150.00	0	\$0.00	0	\$0.00	0	\$0.00	
Jersey Barrier	LF	\$250.00	0	\$0.00	0	\$0.00	0	\$0.00	
Landscaping	LS	\$2,500.00	0	\$0.00	0	\$0.00	0	\$0.00	
Signs and Striping	LS	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	
Chain Link Fence	LF	\$55.00	0	\$0.00	0	\$0.00	0	\$0.00	
Concrete Crossing Material	LF	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
Railroad Protective Liability Insurance	LS	\$5,000.00	0	\$0.00	1	\$5,000.00	0	\$0.00	
Crossing Signal Costs									
2 Quad Gate System with CWT	LS	\$250,000.00	0	\$0.00	1	\$250,000.00	1	\$250,000.00	
4 Quad Gate System with CWT	LS	\$350,000.00	1	\$350,000.00	0	\$0.00	0	\$0.00	
Wayside Horns (2 Horns)	LS	\$30,000.00	0	\$0.00	0	\$0.00	1	\$30,000.00	
1 Extra Vehicle Gate	LS	\$50,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
Subtotal Cost for Roadway Costs				\$9,900		\$44,483		\$9,900	
20% Contingency on Roadway Costs				\$11,880		\$53,380		\$11,880	
20% Engineering Cost on Roadway Costs				\$14,256		\$64,056		\$14,256	
Crossing Signal Costs				\$350,000	\$250,000	\$280,000			
Roadway Costs				\$14,256	\$64,056	\$14,256			
Total Cost:				\$364,256	\$314,057	\$294,256			

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

				West Boulevard			
				Option 1 Ex. ASM Medians		Option 2 ASM Medians	
Description	Unit	Unit Cost	Quantity	Cost	Quantity	Cost	
Roadway Costs							
Mobilization (10% of Roadway Costs)	LS	Varies	1	\$1,640.00	1	\$3,650.22	
Saw Pavement	LF	\$9.00	0	\$0.00	160	\$1,440.00	
Removal of Concrete	SY	\$15.00	0	\$0.00	160	\$2,400.00	
Removal of Bituminous Pavement	SY	\$8.50	0	\$0.00	0	\$0.00	
Removal of Curb & Gutter	LF	\$10.00	40	\$400.00	40	\$400.00	
Aggregate Base Course CL 5	Ton	\$20.00	0	\$0.00	36	\$722.22	
Curb	LF	\$50.00	40	\$2,000.00	200	\$10,000.00	
Concrete Median Pavement	SY	\$65.00	0	\$0.00	116	\$7,540.00	
Narrow Bituminous Median	SY	\$175.00	0	\$0.00	0	\$0.00	
Sidewalk Concrete 4 IN	SY	\$50.00	0	\$0.00	0	\$0.00	
Traffic Control	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Ornamental Fence (Barrier)	LF	\$150.00	0	\$0.00	0	\$0.00	
Jersey Barrier	LF	\$250.00	0	\$0.00	0	\$0.00	
Landscaping	LS	\$2,500.00	0	\$0.00	0	\$0.00	
Signs and Striping	LS	\$4,000.00	1	\$4,000.00	1	\$4,000.00	
Chain Link Fence	LF	\$55.00	0	\$0.00	0	\$0.00	
Concrete Crossing Material	LF	\$2,000.00	0	\$0.00	0	\$0.00	
Railroad Protective Liability Insurance	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Crossing Signal Costs							
2 Quad Gate System with CWT	LS	\$250,000.00	1	\$250,000.00	1	\$250,000.00	
4 Quad Gate System with CWT	LS	\$350,000.00	0	\$0.00	0	\$0.00	
Wayside Horns (2 Horns)	LS	\$30,000.00	0	\$0.00	0	\$0.00	
1 Extra Vehicle Gate	LS	\$50,000.00	1	\$50,000.00	1	\$50,000.00	
Subtotal Cost for Roadway Costs				\$18,040		\$40,152	
20% Contingency on Roadway Costs				\$21,648		\$48,183	
20% Engineering Cost on Roadway Costs				\$25,978		\$57,820	
Crossing Signal Costs				\$300,000		\$300,000	
Roadway Costs				\$25,978		\$57,820	
Total Cost:				\$325,978		\$357,820	

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

				Mt. Rushmore Road					
				Option 1 Quad Gates		Option 2 ASM/SSM Medians		Option 3 ASM Median	
Description	Unit	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
Roadway Costs									
Mobilization (10% of Roadway Costs)	LS	Varies	1	\$1,939.10	1	\$4,122.77	1	\$4,122.77	
Saw Pavement	LF	\$9.00	104	\$936.00	284	\$2,556.00	284	\$2,556.00	
Removal of Concrete	SY	\$15.00	36	\$533.33	213	\$3,200.00	213	\$3,200.00	
Removal of Bituminous Pavement	SY	\$8.50	0	\$0.00	0	\$0.00	0	\$0.00	
Removal of Curb & Gutter	LF	\$10.00	0	\$0.00	0	\$0.00	0	\$0.00	
Aggregate Base Course CL 5	Ton	\$20.00	8	\$166.67	46	\$916.67	46	\$916.67	
Curb	LF	\$50.00	40	\$2,000.00	220	\$11,000.00	220	\$11,000.00	
Concrete Median Pavement	SY	\$65.00	27	\$1,755.00	147	\$9,555.00	147	\$9,555.00	
Narrow Bituminous Median	SY	\$175.00	0	\$0.00	0	\$0.00	0	\$0.00	
Sidewalk Concrete 4 IN	SY	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	
Traffic Control	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Ornamental Fence (Barrier)	LF	\$150.00	0	\$0.00	0	\$0.00	0	\$0.00	
Jersey Barrier	LF	\$250.00	0	\$0.00	0	\$0.00	0	\$0.00	
Landscaping	LS	\$2,500.00	0	\$0.00	0	\$0.00	0	\$0.00	
Signs and Striping	LS	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	
Chain Link Fence	LF	\$55.00	0	\$0.00	0	\$0.00	0	\$0.00	
Concrete Crossing Material	LF	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
Railroad Protective Liability Insurance	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Crossing Signal Costs									
2 Quad Gate System with CWT	LS	\$250,000.00	0	\$0.00	1	\$250,000.00	1	\$250,000.00	
4 Quad Gate System with CWT	LS	\$350,000.00	1	\$350,000.00	0	\$0.00	0	\$0.00	
Wayside Horns (2 Horns)	LS	\$30,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
1 Extra Vehicle Gate	LS	\$50,000.00	0	\$0.00	1	\$50,000.00	0	\$0.00	
Subtotal Cost for Roadway Costs				\$21,330		\$45,350		\$45,350	
20% Contingency on Roadway Costs				\$25,596		\$54,421		\$54,421	
20% Engineering Cost on Roadway Costs				\$30,715		\$65,305		\$65,305	
Crossing Signal Costs				\$350,000	\$300,000		\$250,000		
Roadway Costs				\$30,715	\$65,305		\$65,305		
Total Cost:				\$380,716	\$365,305		\$315,305		

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

Description		Unit	Unit Cost	Quantity	Cost
Roadway Costs					
	Mobilization (10% of Roadway Costs)	LS	Varies	1	\$6,200.00
	Saw Pavement	LF	\$9.00	0	\$0.00
	Removal of Concrete	SY	\$15.00	0	\$0.00
	Removal of Bituminous Pavement	SY	\$8.50	0	\$0.00
	Removal of Curb & Gutter	LF	\$10.00	0	\$0.00
	Aggregate Base Course CL 5	Ton	\$20.00	0	\$0.00
	Curb	LF	\$50.00	0	\$0.00
	Concrete Median Pavement	SY	\$65.00	0	\$0.00
	Narrow Bituminous Median	SY	\$175.00	0	\$0.00
	Sidewalk Concrete 4 IN	SY	\$50.00	0	\$0.00
	Traffic Control	LS	\$5,000.00	1	\$5,000.00
	Ornamental Fence (Barrier)	LF	\$150.00	20	\$3,000.00
	Jersey Barrier	LF	\$250.00	0	\$0.00
	Landscaping	LS	\$2,500.00	0	\$0.00
	Signs and Striping	LS	\$4,000.00	1	\$4,000.00
	Chain Link Fence	LF	\$55.00	0	\$0.00
	Concrete Crossing Material	LF	\$2,000.00	25	\$50,000.00
	Railroad Protective Liability Insurance	LS	\$5,000.00	0	\$0.00
Crossing Signal Costs					
	2 Quad Gate System with CWT	LS	\$250,000.00	0	\$0.00
	4 Quad Gate System with CWT	LS	\$350,000.00	1	\$350,000.00
	Wayside Horns (2 Horns)	LS	\$30,000.00	0	\$0.00
	1 Extra Vehicle Gate	LS	\$50,000.00	0	\$0.00
	Subtotal Cost for Roadway Costs				\$68,200
	20% Contingency on Roadway Costs				\$81,840
	20% Engineering Cost on Roadway Costs				\$98,208
Crossing Signal Costs					\$350,000
Roadway Costs					\$98,208
Total Cost:					\$448,208

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

				6th Street					
				Option 1 Quad Gates		Option 2 Closure Conversion		Option 3 SSM Median	
Description	Unit	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
Roadway Costs									
Mobilization (10% of Roadway Costs)	LS	Varies	1	\$2,454.90	1	\$5,215.00	1	\$2,730.80	
Saw Pavement	LF	\$9.00	111	\$999.00	0	\$0.00	237	\$2,133.00	
Removal of Concrete	SY	\$15.00	80	\$1,200.00	167	\$2,500.00	80	\$1,200.00	
Removal of Bituminous Pavement	SY	\$8.50	0	\$0.00	0	\$0.00	0	\$0.00	
Removal of Curb & Gutter	LF	\$10.00	60	\$600.00	65	\$650.00	60	\$600.00	
Aggregate Base Course CL 5	Ton	\$20.00	25	\$500.00	0	\$0.00	25	\$500.00	
Curb	LF	\$50.00	65	\$3,250.00	90	\$4,500.00	65	\$3,250.00	
Concrete Median Pavement	SY	\$65.00	0	\$0.00	0	\$0.00	25	\$1,625.00	
Narrow Bituminous Median	SY	\$175.00	0	\$0.00	0	\$0.00	0	\$0.00	
Sidewalk Concrete 4 IN	SY	\$50.00	80	\$4,000.00	0	\$0.00	80	\$4,000.00	
Traffic Control	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Ornamental Fence (Barrier)	LF	\$150.00	0	\$0.00	40	\$6,000.00	0	\$0.00	
Jersey Barrier	LF	\$250.00	0	\$0.00	0	\$0.00	0	\$0.00	
Landscaping	LS	\$2,500.00	0	\$0.00	1	\$2,500.00	0	\$0.00	
Signs and Striping	LS	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	
Chain Link Fence	LF	\$55.00	0	\$0.00	400	\$22,000.00	0	\$0.00	
Concrete Crossing Material	LF	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
Railroad Protective Liability Insurance	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Crossing Signal Costs									
2 Quad Gate System with CWT	LS	\$250,000.00	0	\$0.00	0	\$0.00	1	\$250,000.00	
4 Quad Gate System with CWT	LS	\$350,000.00	1	\$350,000.00	0	\$0.00	0	\$0.00	
Wayside Horns (2 Horns)	LS	\$30,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
1 Extra Vehicle Gate	LS	\$50,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
Subtotal Cost for Roadway Costs				\$27,004		\$57,365		\$30,039	
20% Contingency on Roadway Costs				\$32,405		\$68,838		\$36,047	
20% Engineering Cost on Roadway Costs				\$38,886		\$82,606		\$43,256	
Crossing Signal Costs				\$350,000	\$0		\$250,000		
Roadway Costs				\$38,886	\$82,606		\$43,256		
Total Cost:				\$388,886	\$82,606		\$293,256		

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

				5th Street			
				Option 1 Wayside Horns		Option 2 ASM Median/Del.	
Description	Unit	Unit Cost	Quantity	Cost	Quantity	Cost	
Roadway Costs							
Mobilization (10% of Roadway Costs)	LS	Varies	1	\$1,400.00	1	\$3,901.77	
Saw Pavement	LF	\$9.00	0	\$0.00	414	\$3,726.00	
Removal of Concrete	SY	\$15.00	0	\$0.00	160	\$2,400.00	
Removal of Bituminous Pavement	SY	\$8.50	0	\$0.00	44	\$377.78	
Removal of Curb & Gutter	LF	\$10.00	0	\$0.00	0	\$0.00	
Aggregate Base Course CL 5	Ton	\$20.00	0	\$0.00	31	\$625.00	
Curb	LF	\$50.00	0	\$0.00	150	\$7,500.00	
Concrete Median Pavement	SY	\$65.00	0	\$0.00	100	\$6,500.00	
Narrow Bituminous Median	SY	\$175.00	0	\$0.00	22	\$3,888.89	
Sidewalk Concrete 4 IN	SY	\$50.00	0	\$0.00	0	\$0.00	
Traffic Control	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Ornamental Fence (Barrier)	LF	\$150.00	0	\$0.00	0	\$0.00	
Jersey Barrier	LF	\$250.00	0	\$0.00	0	\$0.00	
Landscaping	LS	\$2,500.00	0	\$0.00	0	\$0.00	
Signs and Striping	LS	\$4,000.00	1	\$4,000.00	1	\$4,000.00	
Chain Link Fence	LF	\$55.00	0	\$0.00	0	\$0.00	
Concrete Crossing Material	LF	\$2,000.00	0	\$0.00	0	\$0.00	
Railroad Protective Liability Insurance	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Crossing Signal Costs				Cost Provided by RCPE			
2 Quad Gate System with CWT	LS	\$250,000.00	1	\$800,000.00	1	\$800,000.00	
4 Quad Gate System with CWT	LS	\$350,000.00	0	\$0.00	0	\$0.00	
Wayside Horns (2 Horns)	LS	\$30,000.00	1.5	\$45,000.00	0	\$0.00	
1 Extra Vehicle Gate	LS	\$50,000.00	0	\$0.00	0	\$0.00	
Subtotal Cost for Roadway Costs				\$15,400		\$42,919	
20% Contingency on Roadway Costs				\$18,480		\$51,503	
20% Engineering Cost on Roadway Costs				\$22,176		\$61,804	
Crossing Signal Costs				\$845,000		\$800,000	
Roadway Costs				\$22,176		\$61,804	
Total Cost:				\$867,176		\$861,804	

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

				3rd Street			
				Option 1 Quad Gates		Option 2 Wayside Horns	
Description	Unit	Unit Cost		Quantity	Cost	Quantity	Cost
Roadway Costs							
Mobilization (10% of Roadway Costs)	LS	Varies		1	\$900.00	1	\$900.00
Saw Pavement	LF	\$9.00		0	\$0.00	0	\$0.00
Removal of Concrete	SY	\$15.00		0	\$0.00	0	\$0.00
Removal of Bituminous Pavement	SY	\$8.50		0	\$0.00	0	\$0.00
Removal of Curb & Gutter	LF	\$10.00		0	\$0.00	0	\$0.00
Aggregate Base Course CL 5	Ton	\$20.00		0	\$0.00	0	\$0.00
Curb	LF	\$50.00		0	\$0.00	0	\$0.00
Concrete Median Pavement	SY	\$65.00		0	\$0.00	0	\$0.00
Narrow Bituminous Median	SY	\$175.00		0	\$0.00	0	\$0.00
Sidewalk Concrete 4 IN	SY	\$50.00		0	\$0.00	0	\$0.00
Traffic Control	LS	\$5,000.00		1	\$5,000.00	1	\$5,000.00
Ornamental Fence (Barrier)	LF	\$150.00		0	\$0.00	0	\$0.00
Jersey Barrier	LF	\$250.00		0	\$0.00	0	\$0.00
Landscaping	LS	\$2,500.00		0	\$0.00	0	\$0.00
Signs and Striping	LS	\$4,000.00		1	\$4,000.00	1	\$4,000.00
Chain Link Fence	LF	\$55.00		0	\$0.00	0	\$0.00
Concrete Crossing Material	LF	\$2,000.00		0	\$0.00	0	\$0.00
Railroad Protective Liability Insurance	LS	\$5,000.00		0	\$0.00	0	\$0.00
Crossing Signal Costs							
2 Quad Gate System with CWT	LS	\$250,000.00		0	\$0.00	1	\$250,000.00
4 Quad Gate System with CWT	LS	\$350,000.00		1	\$350,000.00	0	\$0.00
Wayside Horns (2 Horns)	LS	\$30,000.00		0	\$0.00	1	\$30,000.00
1 Extra Vehicle Gate	LS	\$50,000.00		0	\$0.00	0	\$0.00
Subtotal Cost for Roadway Costs					\$9,900		\$9,900
20% Contingency on Roadway Costs					\$11,880		\$11,880
20% Engineering Cost on Roadway Costs					\$14,256		\$14,256
Crossing Signal Costs					\$350,000		\$280,000
Roadway Costs					\$14,256		\$14,256
Total Cost:					\$364,256		\$294,256

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

				2nd Street			
				Option 1 Wayside Horns		Option 2 Close Crossing	
Description	Unit	Unit Cost	Quantity	Cost	Quantity	Cost	
Roadway Costs							
Mobilization (10% of Roadway Costs)	LS	Varies	1	\$2,437.78	1	\$3,758.89	
Saw Pavement	LF	\$9.00	0	\$0.00	0	\$0.00	
Removal of Concrete	SY	\$15.00	0	\$0.00	0	\$0.00	
Removal of Bituminous Pavement	SY	\$8.50	44	\$377.78	122	\$1,038.89	
Removal of Curb & Gutter	LF	\$10.00	0	\$0.00	0	\$0.00	
Aggregate Base Course CL 5	Ton	\$20.00	0	\$0.00	0	\$0.00	
Curb	LF	\$50.00	0	\$0.00	0	\$0.00	
Concrete Median Pavement	SY	\$65.00	0	\$0.00	0	\$0.00	
Narrow Bituminous Median	SY	\$175.00	0	\$0.00	0	\$0.00	
Sidewalk Concrete 4 IN	SY	\$50.00	0	\$0.00	0	\$0.00	
Traffic Control	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Ornamental Fence (Barrier)	LF	\$150.00	0	\$0.00	0	\$0.00	
Jersey Barrier	LF	\$250.00	40	\$10,000.00	0	\$0.00	
Landscaping	LS	\$2,500.00	0	\$0.00	0	\$0.00	
Signs and Striping	LS	\$4,000.00	1	\$4,000.00	1	\$4,000.00	
Chain Link Fence	LF	\$55.00	0	\$0.00	410	\$22,550.00	
Concrete Crossing Material	LF	\$2,000.00	0	\$0.00	0	\$0.00	
Railroad Protective Liability Insurance	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	
Crossing Signal Costs							
2 Quad Gate System with CWT	LS	\$250,000.00	1	\$250,000.00	0	\$0.00	
4 Quad Gate System with CWT	LS	\$350,000.00	0	\$0.00	0	\$0.00	
Wayside Horns (2 Horns)	LS	\$30,000.00	1	\$30,000.00	0	\$0.00	
1 Extra Vehicle Gate	LS	\$50,000.00	0	\$0.00	0	\$0.00	
Subtotal Cost for Roadway Costs				\$26,816		\$41,348	
20% Contingency on Roadway Costs				\$32,179		\$49,617	
20% Engineering Cost on Roadway Costs				\$38,614		\$59,541	
Crossing Signal Costs				\$280,000		\$0	
Roadway Costs				\$38,614		\$59,541	
Total Cost:				\$318,615		\$59,541	

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

Description		Unit	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
Roadway Costs									
	Mobilization (10% of Roadway Costs)	LS	Varies	1	\$3,525.56	1	\$2,990.23	1	\$6,433.10
	Saw Pavement	LF	\$9.00	0	\$0.00	216	\$1,944.00	464	\$4,176.00
	Removal of Concrete	SY	\$15.00	0	\$0.00	0	\$0.00	356	\$5,333.33
	Removal of Bituminous Pavement	SY	\$8.50	89	\$755.56	89	\$755.56	0	\$0.00
	Removal of Curb & Gutter	LF	\$10.00	0	\$0.00	0	\$0.00	30	\$300.00
	Aggregate Base Course CL 5	Ton	\$20.00	0	\$0.00	14	\$277.78	83	\$1,666.67
	Curb	LF	\$50.00	80	\$4,000.00	200	\$10,000.00	430	\$21,500.00
	Concrete Median Pavement	SY	\$65.00	0	\$0.00	45	\$2,925.00	267	\$17,355.00
	Narrow Bituminous Median	SY	\$175.00	0	\$0.00	0	\$0.00	0	\$0.00
	Sidewalk Concrete 4 IN	SY	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00
	Traffic Control	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00
	Ornamental Fence (Barrier)	LF	\$150.00	0	\$0.00	0	\$0.00	0	\$0.00
	Jersey Barrier	LF	\$250.00	0	\$0.00	0	\$0.00	0	\$0.00
	Landscaping	LS	\$2,500.00	0	\$0.00	0	\$0.00	0	\$0.00
	Signs and Striping	LS	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00
	Chain Link Fence	LF	\$55.00	300	\$16,500.00	0	\$0.00	0	\$0.00
	Concrete Crossing Material	LF	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00
	Railroad Protective Liability Insurance	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00
Crossing Signal Costs									
	2 Quad Gate System with CWT	LS	\$250,000.00	0	\$0.00	1	\$250,000.00	1	\$250,000.00
	4 Quad Gate System with CWT	LS	\$350,000.00	0	\$0.00	0	\$0.00	0	\$0.00
	Wayside Horns (2 Horns)	LS	\$30,000.00	0	\$0.00	0	\$0.00	0	\$0.00
	1 Extra Vehicle Gate	LS	\$50,000.00	0	\$0.00	0	\$0.00	0	\$0.00
	Subtotal Cost for Roadway Costs				\$38,781		\$32,893		\$70,764
	20% Contingency on Roadway Costs				\$46,537		\$39,471		\$84,917
	20% Engineering Cost on Roadway Costs				\$55,845		\$47,365		\$101,900
Crossing Signal Costs					\$0		\$250,000		\$250,000
Roadway Costs					\$55,845		\$47,365		\$101,900
Total Cost:					\$55,845		\$297,366		\$351,901

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

				Maple Ave (South)					
				Option 1 Wayside Horns		Option 2 Close Crossing		Option 3 ASM Medians	
Description	Unit	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
Roadway Costs									
Mobilization (10% of Roadway Costs)	LS	Varies	1	\$900.00	1	\$4,137.78	1	\$2,219.97	
Saw Pavement	LF	\$9.00	0	\$0.00	0	\$0.00	132	\$1,188.00	
Removal of Concrete	SY	\$15.00	0	\$0.00	0	\$0.00	0	\$0.00	
Removal of Bituminous Pavement	SY	\$8.50	0	\$0.00	444	\$3,777.78	44	\$377.78	
Removal of Curb & Gutter	LF	\$10.00	0	\$0.00	60	\$600.00	0	\$0.00	
Aggregate Base Course CL 5	Ton	\$20.00	0	\$0.00	0	\$0.00	7	\$138.89	
Curb	LF	\$50.00	0	\$0.00	180	\$9,000.00	100	\$5,000.00	
Concrete Median Pavement	SY	\$65.00	0	\$0.00	0	\$0.00	23	\$1,495.00	
Narrow Bituminous Median	SY	\$175.00	0	\$0.00	0	\$0.00	0	\$0.00	
Sidewalk Concrete 4 IN	SY	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	
Traffic Control	LS	\$5,000.00	1	\$5,000.00	0	\$0.00	1	\$5,000.00	
Ornamental Fence (Barrier)	LF	\$150.00	0	\$0.00	0	\$0.00	0	\$0.00	
Jersey Barrier	LF	\$250.00	0	\$0.00	0	\$0.00	0	\$0.00	
Landscaping	LS	\$2,500.00	0	\$0.00	1	\$2,500.00	0	\$0.00	
Signs and Striping	LS	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	
Chain Link Fence	LF	\$55.00	0	\$0.00	300	\$16,500.00	0	\$0.00	
Concrete Crossing Material	LF	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
Railroad Protective Liability Insurance	LS	\$5,000.00	0	\$0.00	1	\$5,000.00	1	\$5,000.00	
Crossing Signal Costs									
2 Quad Gate System with CWT	LS	\$250,000.00	1	\$250,000.00	0	\$0.00	1	\$250,000.00	
4 Quad Gate System with CWT	LS	\$350,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
Wayside Horns (2 Horns)	LS	\$30,000.00	1	\$30,000.00	0	\$0.00	0	\$0.00	
1 Extra Vehicle Gate	LS	\$50,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
Subtotal Cost for Roadway Costs				\$9,900		\$45,516		\$24,420	
20% Contingency on Roadway Costs				\$11,880		\$54,619		\$29,304	
20% Engineering Cost on Roadway Costs				\$14,256		\$65,542		\$35,164	
Crossing Signal Costs				\$280,000	\$0		\$250,000		
Roadway Costs				\$14,256	\$65,542		\$35,164		
Total Cost:				\$294,256	\$65,543		\$285,165		

Rapid City Quiet Zone Study
Planning-Level Cost Estimates

				Maple Ave (North)			
				Option 1 Quad Gates		Option 2 ASM Median	
Description	Unit	Unit Cost		Quantity	Cost	Quantity	Cost
Roadway Costs							
Mobilization (10% of Roadway Costs)	LS	Varies		1	\$900.00	1	\$2,459.97
Saw Pavement	LF	\$9.00		0	\$0.00	132	\$1,188.00
Removal of Concrete	SY	\$15.00		0	\$0.00	0	\$0.00
Removal of Bituminous Pavement	SY	\$8.50		0	\$0.00	44	\$377.78
Removal of Curb & Gutter	LF	\$10.00		0	\$0.00	40	\$400.00
Aggregate Base Course CL 5	Ton	\$20.00		0	\$0.00	7	\$138.89
Curb	LF	\$50.00		0	\$0.00	140	\$7,000.00
Concrete Median Pavement	SY	\$65.00		0	\$0.00	23	\$1,495.00
Narrow Bituminous Median	SY	\$175.00		0	\$0.00	0	\$0.00
Sidewalk Concrete 4 IN	SY	\$50.00		0	\$0.00	0	\$0.00
Traffic Control	LS	\$5,000.00		1	\$5,000.00	1	\$5,000.00
Ornamental Fence (Barrier)	LF	\$150.00		0	\$0.00	0	\$0.00
Jersey Barrier	LF	\$250.00		0	\$0.00	0	\$0.00
Landscaping	LS	\$2,500.00		0	\$0.00	0	\$0.00
Signs and Striping	LS	\$4,000.00		1	\$4,000.00	1	\$4,000.00
Chain Link Fence	LF	\$55.00		0	\$0.00	0	\$0.00
Concrete Crossing Material	LF	\$2,000.00		0	\$0.00	0	\$0.00
Railroad Protective Liability Insurance	LS	\$5,000.00		0	\$0.00	1	\$5,000.00
Crossing Signal Costs							
2 Quad Gate System with CWT	LS	\$250,000.00		0	\$0.00	1	\$250,000.00
4 Quad Gate System with CWT	LS	\$350,000.00		1	\$350,000.00	0	\$0.00
Wayside Horns (2 Horns)	LS	\$30,000.00		0	\$0.00	0	\$0.00
1 Extra Vehicle Gate	LS	\$50,000.00		0	\$0.00	0	\$0.00
Subtotal Cost for Roadway Costs					\$9,900		\$27,060
20% Contingency on Roadway Costs					\$11,880		\$32,472
20% Engineering Cost on Roadway Costs					\$14,256		\$38,966
Crossing Signal Costs					\$350,000		\$250,000
Roadway Costs					\$14,256		\$38,966
Total Cost:					\$364,256		\$288,966

Appendix C: Quiet Zone Risk Calculations

190261W MAPLE ST	190262D MAPLE AVE
Crossing Updated!	
Present warn device: Flashing Lights Gates	Present warn device: Crossbucks Gates
Number of highway vehicles per day: 007891 2700	Number of highway vehicles per day: 007891 2700
Total trains: 4 3	Total trains: 2 4
Day through trains : 1 1	Day through trains : 0 2
Total Switching Trains : 2 4	Total Switching Trains : 2 2
Number of main tracks: 1 1	Number of main tracks: 1 1
Number of other tracks: 1 1	Number of other tracks: 0 0
Urban(U.)/Rural(R.): U.Local U.Local	Urban(U.)/Rural(R.): U.Local U.Local
Highways paved: Yes Yes	Highways paved: Yes Yes
Maximum timetable speed mph: 20 10	Maximum timetable speed mph: 30 30
Number of highway lanes: 2 2	Number of highway lanes: 2 2
Number of years accident data: 5 5	Number of years accident data: 5 5
Number of accidents in accident data years: 0 0	Number of accidents in accident data years: 0 0
Wayside horn: No	Wayside horn: No
Pre-Existing SSM: No	Pre-Existing SSM: No

190263K EAST BOULEVARD	190264S FIRST ST
Crossing Updated!	
Present warn device: Flashing Lights Gates	Present warn device: Flashing Lights Gates
Number of highway vehicles per day: 016500 11650	Number of highway vehicles per day: 002521 516
Total trains: 4 4	Total trains: 4 4
Day through trains : 1 1	Day through trains : 1 1
Total Switching Trains : 2 2	Total Switching Trains : 2 2
Number of main tracks: 1 1	Number of main tracks: 1 1
Number of other tracks: 1 1	Number of other tracks: 0 0
Urban(U.)/Rural(R.): U.Local U.Local	Urban(U.)/Rural(R.): U.Local U.Local
Highways paved: Yes Yes	Highways paved: Yes Yes
Maximum timetable speed mph: 20 10	Maximum timetable speed mph: 20 10
Number of highway lanes: 4 4	Number of highway lanes: 2 2
Number of years accident data: 5 5	Number of years accident data: 5 5
Number of accidents in accident data years: 0 0	Number of accidents in accident data years: 0 0
Wayside horn: No	Wayside horn: No
Pre-Existing SSM: No	Pre-Existing SSM: No

190265Y SECOND ST	190266F THIRD ST
Crossing Updated!	
Present warn device: Flashing Lights Gates	Present warn device: Flashing Lights Gates
Number of highway vehicles per day: 002272 790	Number of highway vehicles per day: 002487 2153
Total trains: 4 4	Total trains: 4 4
Day through trains : 1 1	Day through trains : 1 1
Total Switching Trains : 2 2	Total Switching Trains : 2 2
Number of main tracks: 1 1	Number of main tracks: 1 1
Number of other tracks: 0 0	Number of other tracks: 0 0
Urban(U.)/Rural(R.): U.Local U.Local	Urban(U.)/Rural(R.): U.Local U.Local
Highways paved: Yes Yes	Highways paved: Yes Yes
Maximum timetable speed mph: 10 10	Maximum timetable speed mph: 10 10
Number of highway lanes: 2 2	Number of highway lanes: 2 2
Number of years accident data: 5 5	Number of years accident data: 5 5
Number of accidents in accident data years: 0 0	Number of accidents in accident data years: 0 0
Wayside horn: No	Wayside horn: No
Pre-Existing_SSM: No	Pre-Existing_SSM: No

190268U FIFTH ST	190269B SIXTH ST
Crossing Updated!	
Present warn device: Flashing Lights Gates	Present warn device: Flashing Lights Gates
Number of highway vehicles per day: 005343 18365	Number of highway vehicles per day: 007418 3200
Total trains: 4 4	Total trains: 4 4
Day through trains : 1 1	Day through trains : 1 1
Total Switching Trains : 2 2	Total Switching Trains : 2 2
Number of main tracks: 1 1	Number of main tracks: 1 1
Number of other tracks: 3 3	Number of other tracks: 1 1
Urban(U.)/Rural(R.): U.Minor Arterial U.Minor Arterial	Urban(U.)/Rural(R.): U.Local U.Local
Highways paved: Yes Yes	Highways paved: Yes Yes
Maximum timetable speed mph: 20 10	Maximum timetable speed mph: 20 10
Number of highway lanes: 5 5	Number of highway lanes: 2 2
Number of years accident data: 5 5	Number of years accident data: 5 5
Number of accidents in accident data years: 0 0	Number of accidents in accident data years: 0 0
Wayside horn: No	Wayside horn: No
Pre-Existing_SSM: No	Pre-Existing_SSM: No

190270V SEVENTH ST	190271C MT RUSHMORE/8TH
Crossing Updated!	Crossing Updated!
Present warn device: Flashing Lights Gates	Present warn device: Flashing Lights Gates
Number of highway vehicles per day: 005178 2200	Number of highway vehicles per day: 010474 11498
Total trains: 4 4	Total trains: 4 4
Day through trains : 1 1	Day through trains : 1 1
Total Switching Trains : 2 2	Total Switching Trains : 2 2
Number of main tracks: 1 1	Number of main tracks: 1 1
Number of other tracks: 0 0	Number of other tracks: 0 0
Urban(U.)/Rural(R.): U.Local U.Local	Urban(U.)/Rural(R.): U.Local U.Local
Highways paved: Yes Yes	Highways paved: Yes Yes
Maximum timetable speed mph: 20 10	Maximum timetable speed mph: 20 10
Number of highway lanes: 2 2	Number of highway lanes: 5 5
Number of years accident data: 5 5	Number of years accident data: 5 5
Number of accidents in accident data years: 0 0	Number of accidents in accident data years: 0 0
Wayside horn: No	Wayside horn: No
<u>Pre-Existing SSM:</u> No	<u>Pre-Existing SSM:</u> No

190272J WEST BLVD	190273R 11TH ST
Crossing Updated!	Crossing Updated!
Present warn device: Flashing Lights Gates	Present warn device: Flashing Lights Gates
Number of highway vehicles per day: 010050 13509	Number of highway vehicles per day: 000863 1706
Total trains: 4 4	Total trains: 4 4
Day through trains : 1 1	Day through trains : 1 1
Total Switching Trains : 2 2	Total Switching Trains : 2 2
Number of main tracks: 1 1	Number of main tracks: 1 1
Number of other tracks: 0 0	Number of other tracks: 0 0
Urban(U.)/Rural(R.): U.Collector U.Collector	Urban(U.)/Rural(R.): U.Local U.Local
Highways paved: Yes Yes	Highways paved: Yes Yes
Maximum timetable speed mph: 10 10	Maximum timetable speed mph: 25 25
Number of highway lanes: 4 4	Number of highway lanes: 2 2
Number of years accident data: 5 5	Number of years accident data: 5 5
Number of accidents in accident data years: 0 0	Number of accidents in accident data years: 0 0
Wayside horn: No	Wayside horn: No
<u>Pre-Existing SSM:</u> No	<u>Pre-Existing SSM:</u> No

Cancel

Change Scenario:

RAPID CITY_53180

Continue

Create New Zone
Manage Existing Zones
Log Off

Step by Step Instructions:

Step 1: To specify New Warning Device (For Pre-Rule Quiet Zone Only) and/or SSM, click the [MODIFY](#) Button

Step 2: Select proposed warning device or SSM. Then click the [UPDATE](#) button.To generate a spreadsheet of the values on this page, click on [ASM](#) button—This spreadsheet can then be used for ASM calculations.

Step 3: Repeat Step (2) until the [SELECT](#) button is shown at the bottom right side of this page. Note that the [SELECT](#) button is shown ONLY when the Quiet Zone Risk Index falls below the NSRT or the Risk Index with Horn.

Step 4: To save the scenario and continue, click the [SELECT](#) button

Crossing	Street	Traffic	Warning Device	Pre-SSM	SSM	Risk	
190261W	MAPLE ST	2700	Gates	0	0	7,083.87	MODIFY
190262D	MAPLE AVE	2700	Gates	0	0	7,239.10	MODIFY
190263K	EAST BOULEVARD	11659	Gates	0	0	15,797.08	MODIFY
190264S	FIRST ST	516	Gates	0	0	3,311.72	MODIFY
190265Y	SECOND ST	790	Gates	0	0	3,944.57	MODIFY
190266F	THIRD ST	2153	Gates	0	0	5,953.53	MODIFY
190268U	FIFTH ST	18365	Gates	0	0	19,262.87	MODIFY
190269B	SIXTH ST	3200	Gates	0	0	6,447.90	MODIFY
190270V	SEVENTH ST	2200	Gates	0	0	6,006.56	MODIFY
190271C	MT RUSHMORE/8TH	11498	Gates	0	0	20,484.32	MODIFY
190272J	WEST BLVD	13509	Gates	0	0	18,233.14	MODIFY
190273R	11TH ST	1706	Gates	0	0	4,981.73	MODIFY

* Only Public At Grade Crossings are listed.

Click for [Supplementary Safety Measures \[SSM\]](#)

Click for ASM spreadsheet:

ASM

 * Note:The use of ASMs requires an application to and approval from the FRA.

Summary	
Proposed Quiet Zone:	RAPID CITY 2018-08-08
Type:	New 24-hour QZ
Scenario:	RAPID CITY_53180
Estimated Total Cost:	\$0.00
Nationwide Significant Risk Threshold:	14723 .00
Risk Index with Horns:	5932.57
Quiet Zone Risk Index:	9895.53
Select	

Baseline: Signal Upgrades Only

Crossing	Street	Baseline QZRI	RIWH	Eff. of New ASM	Final QZRI	Option	Improvement Summary	Signal Costs	Roadway Costs
190273R	11TH ST	4,982	2,987	0.000	4,982	0	Signals Only	\$ 250,000	\$ -
190272J	WEST BLVD	18,233	10,931	0.000	18,233	0	Signals Only	\$ 250,000	\$ -
190271C	MT RUSHMORE/8TH	20,484	12,281	0.000	20,484	0	Signals Only	\$ 250,000	\$ -
190270V	SEVENTH ST	6,007	3,601	0.000	6,007	0	Signals Only	\$ 250,000	\$ -
190269B	SIXTH ST	6,448	3,866	0.000	6,448	0	Signals Only	\$ 250,000	\$ -
190268U	FIFTH ST	19,263	11,548	0.000	19,263	0	Signals Only	\$ 800,000	\$ -
190266F	THIRD ST	5,954	3,569	0.000	5,954	0	Signals Only	\$ 250,000	\$ -
190265Y	SECOND ST	3,945	2,365	0.000	3,945	0	Signals Only	\$ 250,000	\$ -
190264S	FIRST ST	3,312	1,985	0.000	3,312	0	Signals Only	\$ 250,000	\$ -
190263K	EAST BOULEVARD	15,797	9,471	0.000	15,797	0	Signals Only	\$ 250,000	\$ -
190261W	MAPLE ST	7,084	4,247	0.000	7,084	0	Signals Only	\$ 250,000	\$ -
			6,077		10,137			\$ 3,300,000	\$ -
				NSRT	14,723				
				RIWH	6,077				
				QZRI	10,137	1.67 (QZRI / RIWH)	TOTAL	\$	3,300,000

Scenario 1: High Safety

Crossing	Street	Baseline QZRI	RIWH	Eff. of New ASM	Final QZRI	Option	Improvement Summary	Signal Costs	Roadway Costs
190273R	11TH ST	4,982	2,987	0.770	1,146	1	4-Quad Gates	\$ 350,000	\$ 14,256
190272J	WEST BLVD	18,233	10,931	0.800	3,647	2	ASM Medians (Extend Existing)	\$ 300,000	\$ 57,820
190271C	MT RUSHMORE/8TH	20,484	12,281	0.785	4,404	2	3-Quad Gates	\$ 300,000	\$ 65,305
190270V	SEVENTH ST	6,007	3,601	0.770	1,382	1	4-Quad Gates	\$ 350,000	\$ 98,208
190269B	SIXTH ST	6,448	3,866	0.770	1,483	1	4-Quad Gates	\$ 350,000	\$ 38,886
190268U	FIFTH ST	19,263	11,548	0.500	9,631	2	ASM Medians	\$ 800,000	\$ 61,804
190266F	THIRD ST	5,954	3,569	0.770	1,369	1	4-Quad Gates	\$ 350,000	\$ 14,256
190265Y	SECOND ST					1	Wayside Horns	\$ 280,000	\$ 38,614
190264S	FIRST ST	3,312	1,985	0.400	1,987	2	ASM Medians	\$ 250,000	\$ 47,365
190263K	EAST BOULEVARD	15,797	9,471	0.800	3,159	1	ASM Medians	\$ 250,000	\$ 101,900
190261W	MAPLE ST	7,084	4,247	0.333	4,723	3	ASM Medians	\$ 250,000	\$ 35,164
			6,449		3,293			\$ 3,830,000	\$ 573,578
				NSRT	14,723				
				RIWH	6,449				
				QZRI	3,293	0.51 (QZRI / RIWH)	TOTAL	\$	4,403,578

Scenario 2: Cost-Effective (Without Closures)

Crossing	Street	Baseline QZRI	RIWH	Eff. of New ASM	Final QZRI	Option	Improvement Summary	Signal Costs	Roadway Costs
190273R	11TH ST	4,982	2,987	0.000	4,982	0	Signals Only	\$ 250,000	\$ -
190272J	WEST BLVD	18,233	10,931	0.800	3,647	2	ASM Medians (Extend Existing)	\$ 300,000	\$ 57,820
190271C	MT RUSHMORE/8TH	20,484	12,281	0.785	4,404	2	3-Quad Gates	\$ 300,000	\$ 65,305
190270V	SEVENTH ST	6,007	3,601	0.000	6,007	0	Signals Only	\$ 250,000	\$ -
190269B	SIXTH ST	6,448	3,866	0.770	1,483	1	4-Quad Gates	\$ 350,000	\$ 38,886
190268U	FIFTH ST	19,263	11,548	0.000	19,263	0	Signals Only	\$ 800,000	\$ -
190266F	THIRD ST	5,954	3,569	0.000	5,954	0	Signals Only	\$ 250,000	\$ -
190265Y	SECOND ST	3,945	2,365	0.000	3,945	0	Signals Only	\$ 250,000	\$ -
190264S	FIRST ST	3,312	1,985	0.000	3,312	0	Signals Only	\$ 250,000	\$ -
190263K	EAST BOULEVARD	15,797	9,471	0.800	3,159	1	ASM Medians	\$ 250,000	\$ 101,900
190261W	MAPLE ST	7,084	4,247	0.000	7,084	0	Signals Only	\$ 250,000	\$ -
			6,077		5,749			\$ 3,500,000	\$ 263,910
				NSRT	14,723				
				RIWH	6,077				
				QZRI	5,749	0.95 (QZRI / RIWH)	TOTAL	\$	3,763,910

Scenario 3: Cost-Effective (With Closures)

Crossing	Street	Baseline QZRI	RIWH	Eff. of New ASM	Final QZRI	Option	Improvement Summary	Signal Costs	Roadway Costs
190273R	11TH ST	4,982	2,987	0.000	4,982	0	Signals Only	\$ 250,000	\$ -
190272J	WEST BLVD	18,233	10,931	0.800	3,647	2	ASM Medians (Extend Existing)	\$ 300,000	\$ 57,820
190271C	MT RUSHMORE/8TH	20,484	12,281	0.785	4,404	2	3-Quad Gates	\$ 300,000	\$ 65,305
190270V	SEVENTH ST	6,007	3,601	0.000	6,007	0	Signals Only	\$ 250,000	\$ -
190269B	SIXTH ST	6,448	3,866	1.000	-	2	Closure/Pedestrian Conversion	\$ -	\$ 82,606
190268U	FIFTH ST	19,263	11,548	0.000	19,263	0	Signals Only	\$ 800,000	\$ -
190266F	THIRD ST	5,954	3,569	0.000	5,954	0	Signals Only	\$ 250,000	\$ -
190265Y	SECOND ST	3,945	2,365	0.000	3,945	0	Signals Only	\$ 250,000	\$ -
190264S	FIRST ST	3,312	1,985	0.000	3,312	0	Signals Only	\$ 250,000	\$ -
190263K	EAST BOULEVARD	15,797	9,471	0.800	3,159	1	ASM Medians	\$ 250,000	\$ 101,900
190261W	MAPLE ST	7,084	4,247	0.000	7,084	0	Signals Only	\$ 250,000	\$ -
			6,077		5,614			\$ 3,150,000	\$ 307,630
				NSRT	14,723				
				RIWH	6,077				
				QZRI	5,614	0.92 (QZRI / RIWH)	TOTAL	\$	3,457,630

Scenario 4: Core Downtown Crossings Only

Crossing	Street	Baseline QZRI	RIWH	Eff. of New ASM	Final QZRI	Option	Improvement Summary	Signal Costs	Roadway Costs
190273R	11TH ST								
190272J	WEST BLVD								
190271C	MT RUSHMORE/8TH	20,484	12,281	0.785	4,404	2	3-Quad Gates	\$ 300,000	\$ 65,305
190270V	SEVENTH ST	6,007	3,601	0.000	6,007	0	Signals Only	\$ 250,000	\$ -
190269B	SIXTH ST	6,448	3,866	0.000	6,448	0	Signals Only	\$ 250,000	\$ -
190268U	FIFTH ST	19,263	11,548	0.500	9,631	2	ASM Medians	\$ 800,000	\$ 61,804
190266F	THIRD ST								
190265Y	SECOND ST								
190264S	FIRST ST								
190263K	EAST BOULEVARD								
190261W	MAPLE ST								
			7,824		6,623			\$ 1,600,000	\$ 127,109
				NSRT	14,723				
				RIWH	7,824				
				QZRI	6,623	0.85 (QZRI / RIWH)	TOTAL	\$	1,727,109

Scenario 5: Phased Implementation

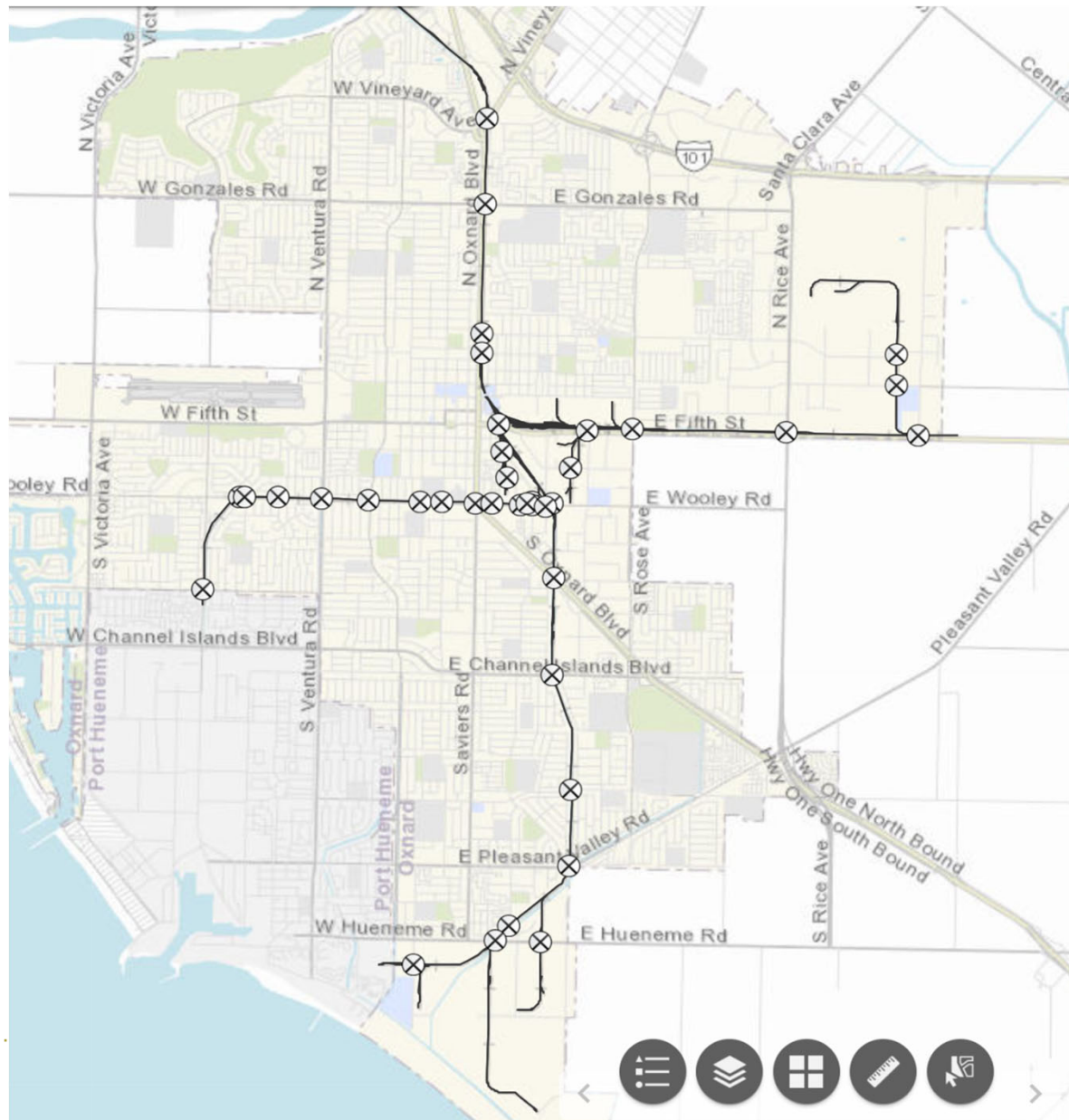
Crossing	Street	Baseline QZRI	RIWH	Eff. of New ASM	Final QZRI	Option	Improvement Summary	Signal Costs	Roadway Costs
190273R	11TH ST	4,982	2,987	0.000	4,982	0	Signals Only	\$ 250,000	\$ -
190272J	WEST BLVD	18,233	10,931	0.800	3,647	2	ASM Medians (Extend Existing)	\$ 300,000	\$ 57,820
			6,959		4,315			\$ 550,000	\$ 57,820
				NSRT	14,723				
				RIWH	6,959				
				QZRI	4,315	0.62 (QZRI / RIWH)	TOTAL	\$	607,820
Crossing	Street	Baseline QZRI	RIWH	Eff. of New ASM	Final QZRI	Option	Improvement Summary	Signal Costs	Roadway Costs
190271C	MT RUSHMORE/8TH	20,484	12,281	0.785	4,404	2	3-Quad Gates	\$ 300,000	\$ 65,305
190270V	SEVENTH ST	6,007	3,601	0.000	6,007	0	Signals Only	\$ 250,000	\$ -
190269B	SIXTH ST	6,448	3,866	0.000	6,448	0	Signals Only	\$ 250,000	\$ -
190268U	FIFTH ST	19,263	11,548	0.500	9,631	2	ASM Medians	\$ 800,000	\$ 61,804
			7,824		6,623			\$ 1,600,000	\$ 127,109
				NSRT	14,723				
				RIWH	7,824				
				QZRI	6,623	0.85 (QZRI / RIWH)	TOTAL	\$	1,727,109
Crossing	Street	Baseline QZRI	RIWH	Eff. of New ASM	Final QZRI	Option	Improvement Summary	Signal Costs	Roadway Costs
190266F	THIRD ST	5,954	3,569	0.770	1,369	1	4-Quad Gates	\$ 350,000	\$ 14,256
190265Y	SECOND ST	3,945	2,365	0.000	3,945	0	Signals Only	\$ 250,000	\$ -
190264S	FIRST ST	3,312	1,985	0.000	3,312	0	Signals Only	\$ 250,000	\$ -
190263K	EAST BOULEVARD	15,797	9,471	0.800	3,159	1	ASM Medians	\$ 250,000	\$ 101,900
190261W	MAPLE ST	7,084	4,247	0.333	4,723	3	ASM Medians	\$ 250,000	\$ 35,164
			4,327		3,302			\$ 1,350,000	\$ 151,321
				NSRT	14,723				
				RIWH	4,327				
				QZRI	3,302	0.76 (QZRI / RIWH)	TOTAL	\$	1,501,321

SUPPLEMENTAL SAFETY MEASURES

Supplementary Safety Measure	Description	Rough Cost Estimate Range	Effectiveness Rates (higher is better)
Gates and Signal Upgrades			
Four-Quadrant Gates (New Installation or upgraded from two-quadrant gates) No Vehicle Presence Detection	Install gates at a crossing sufficient to fully block highway traffic from entering the crossing when the gates are lowered, including at least one gate for each direction of traffic on each approach.	Depends on Street Width \$500K-\$1M	.82
Four-Quadrant Gates with Vehicle Presence Detection	Same as above but also includes vehicle presence detection to allow vehicles to exit crossing before the post crossing gates close.	Same As Above with additional cost of vehicle detection (\$100K per crossing)	.77
Four-Quadrant Gates, with Medians of at Least 60 feet, with or without Presence Detection	Same as two above excepts additional median restricts vehicles from crossover violations	Same as above with additional cost of median \$100K-\$300K	.92
Other SSM's			
Non-Traversable Curb Medians with or without Channelization Devices	Install medians or channelization devices on both highway approaches to a public highway-rail grade crossing denying to the highway user the option of circumventing the approach lane gates by switching into the opposing (oncoming) traffic lane and driving around the lowered gates to cross the tracks.	\$50K-\$300K May require gate relocations	.80
Mountable medians with Reflective Traffic Channelization Devices	Same as above excepts curbing is used and less restrictive devices are installed.	\$50K-\$100K	.75
Closures, Crossing Removals, Circulation Changes			
Temporary - Closure of a Public Highway-Rail Grade Crossing	Close the crossing to highway traffic during designated quiet periods.	Varies. May require offsite Improvements due to rerouted traffic	1.0
Permanent - Closure of a Public Highway-Rail Grade Crossing	Close the crossing to highway traffic permanently.	Varies. Requires offsite Improvements due to rerouted traffic	1.0
Grade Separation of a Public Highway-Rail Grade Crossing	Removes all traffic from crossing	Depends on Location Example: Rice/5 th = \$110M+	1.0
One-Way Streets with Gates	Convert streets to one-way and installs gates across full approach	Varies. Requires offsite Improvements due to rerouted traffic	.82

Note: Costs will vary significantly based on factors such as approach widths, intersection and track spacing, communication needs, age of equipment, etc. Additional costs may need to include ADA upgrades, additional detection or signal system work, environmental mitigation, other.

PUBLIC RAILROAD CROSSINGS - OXNARD



Source: City GIS

RAILROAD QUIET ZONES

City Council
April 20, 2021

Timothy Bochum, T.E.
City Traffic Engineer



That the City Council receive and file a report on the Federal Railroad Administration's Railroad Quiet Zone process and potential application within the City of Oxnard.

(Public Works and Transportation Committee approved 3-0)

- Quiet Zones – what are they
 - History of Train Horns and Quiet Zones
 - Quiet Zone Criteria
 - Establishment Process
 - Crossing Countermeasures & Improvements
 - City Crossing Examples
 - Example of another City QZ Assessment Report
 - Next Steps
-

- A section of railroad where the ROUTINE sounding of horns is not allowed by train operators
- Where improvements have been made to reduce risk at, or below, normal train horn operations



What its not:

- An area where train horns will never be sounded or **public crossing risks have been removed**

- Trains have been sounding horns to warn of approaching trains for decades
- Beginning in the 1970's many agencies began restricting train horns via ordinances and other measures
- 1994: Congress mandates Federal regulation of horns at grade crossings with exceptions to allow "Quiet Zones"
- 1994-2003: FRA solicits input from stakeholders
- 2005: Train Horn Rule goes into Effect under 44 CFR 222
 - Requires locomotive engineers to sound horns a 15-20 seconds in advance of all grade crossings
 - Includes discussion of Quiet Zone creation for public agencies

- Only local governments or public agencies may establish a quiet zone
- Must be at least ½ mile in length (this complicates some of our locations) and have at least one public highway-rail grade crossing.
- **Every public grade crossing in a quiet zone must meet pre-qualifying criteria:**
 - Gates, flashing lights, bells
 - Power-out indicators
 - Constant warning time detectors

Most Important:

To qualify – a public agency **must certify** to the Federal Railroad Administration that:

- 1) improvements at each crossing location within the Quiet Zone is **at least equal to the same “risk”** level as current Train Horn operations, **or**
- be **below** the National Safety Risk Level.

- **National Significant Risk Threshold (NSRT)**
 - National average of risk for all crossings in the US
 - Adjusted annually (may mean annual crossing review)
- **Risk Index with Horns (RIWH)**
 - Existing conditions with horns
- **Quiet Zone Risk Index (QZRI)**
 - Risk level after corridor is adjusted for the lack of a horn and increased safety improvements

$QZRI < NSRT$ (annually needs review)

or

$QZRI \leq RIWH$

✓ Supplemental Safety Measures (SSMs)

Public authority selects to use only SSMs at all grade crossings and proceeds directly to step 4.



Four quadrant gate system

✓ Alternative Safety Measures (ASMs)

Public authority selects to use ASMs or both ASMs and SSMs at the grade crossings and submits an application to receive FRA approval before proceeding to step 4.



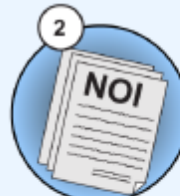
Two gates with photo enforcement



Required FRA approval letter



Public authority identifies grade crossings for inclusion. If the quiet zone includes private or pedestrian grade crossings, the public authority conducts a diagnostic review with state and railroad stakeholders to select safety measures.^a The Federal Railroad Administration (FRA) may participate in this review.



Public authority provides a Notice of Intent (NOI) to relevant railroad and state stakeholders with a 60-day comment period and updates the U.S. Department of Transportation Crossing Inventory Form.^b



Public authority selects types of safety measures—Supplemental Safety Measures (SSMs), Alternative Safety Measures (ASMs), or both—so that the quiet zone risk index falls at or below one of FRA's risk indexes (Nationwide Significant Risk Threshold or Risk Index with Horns).



Public authority works with state and railroad stakeholders to complete installation of SSMs (and any ASMs).



Quiet zone signage installed at all grade crossings. Signs are covered until quiet zone is established.



Public authority provides Notice of Quiet Zone Establishment to relevant stakeholders and FRA officials at least 21 days before establishment.^c Once quiet zone is established train horns no longer sounded, except in emergencies.

Source: GAO analysis of FRA quiet zone process. | GAO-18-97

^aEach pedestrian crossing or private crossing to an active commercial or industrial site must be reviewed by a diagnostic team and equipped or treated in accordance with its recommendations. The public authority must invite the state agency responsible for grade crossings' safety and all affected railroads to participate in the diagnostic review. FRA is not required to participate in diagnostic reviews.

^bThe Notice of Intent provides railroads and state agencies with an opportunity to provide comments and recommendations on the quiet zone. A complete and accurate U.S.

Four-Quadrant Gate



Non-Traversable Median



Channelization Devices



One-way Street



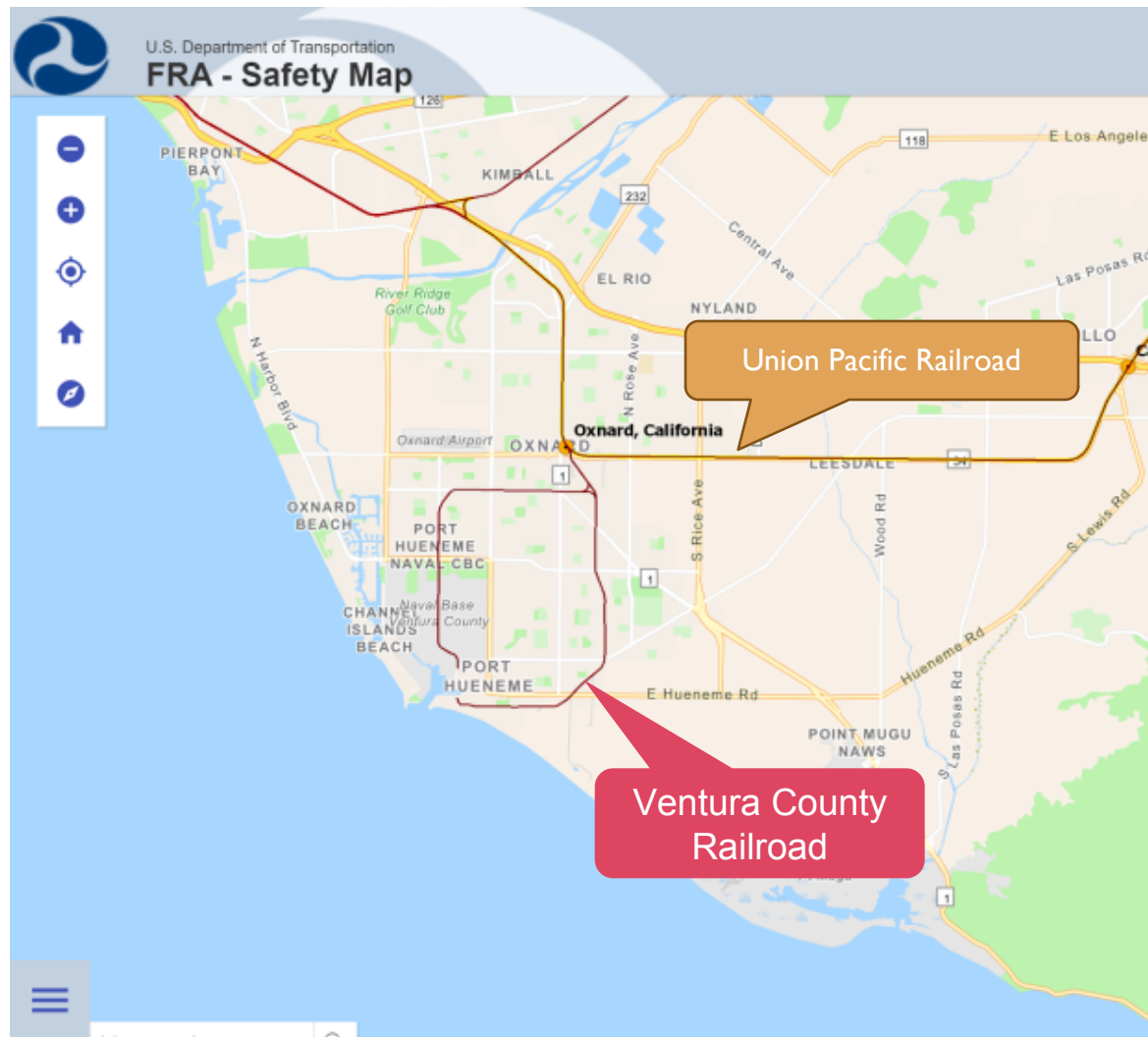
Closure

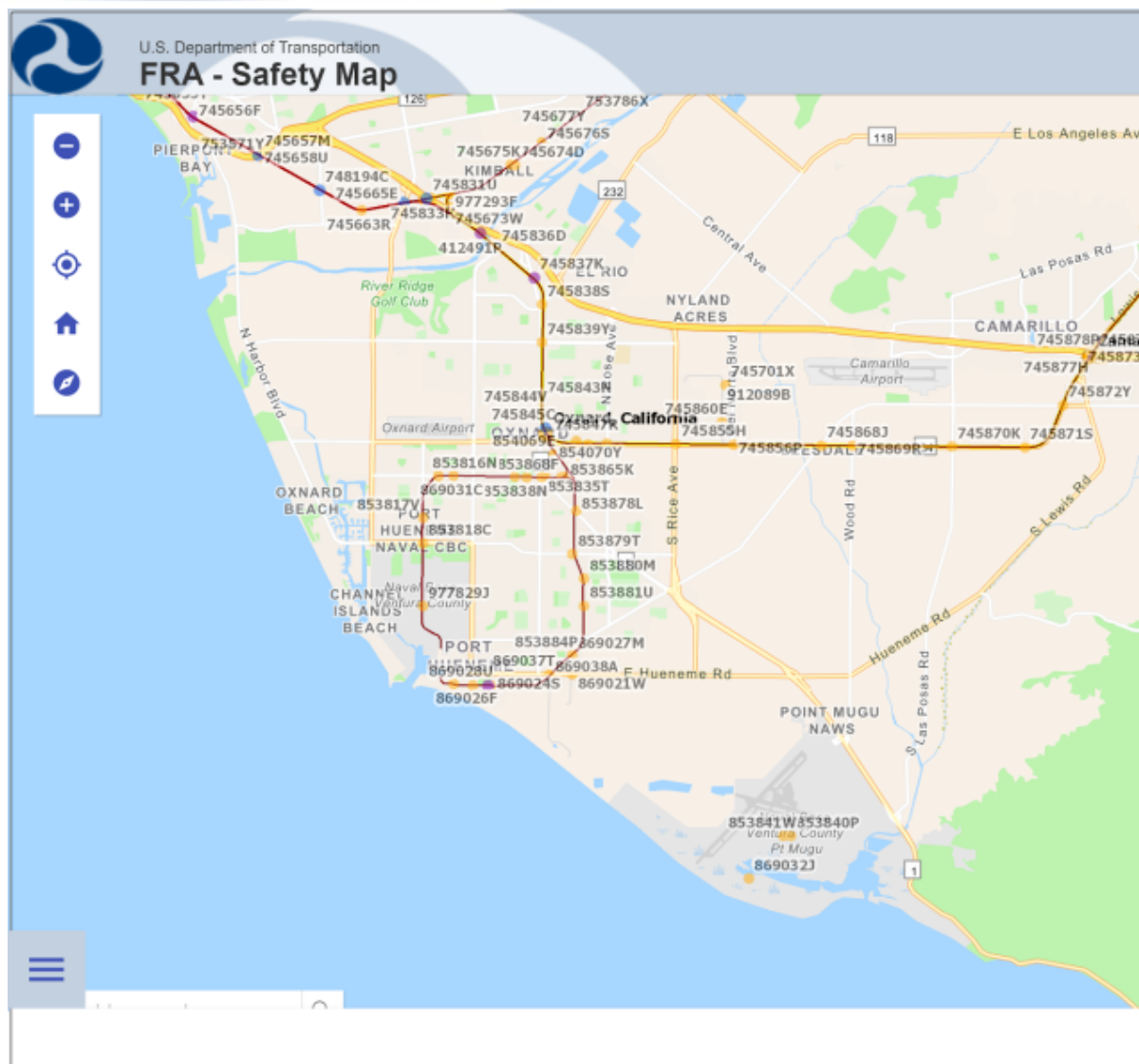


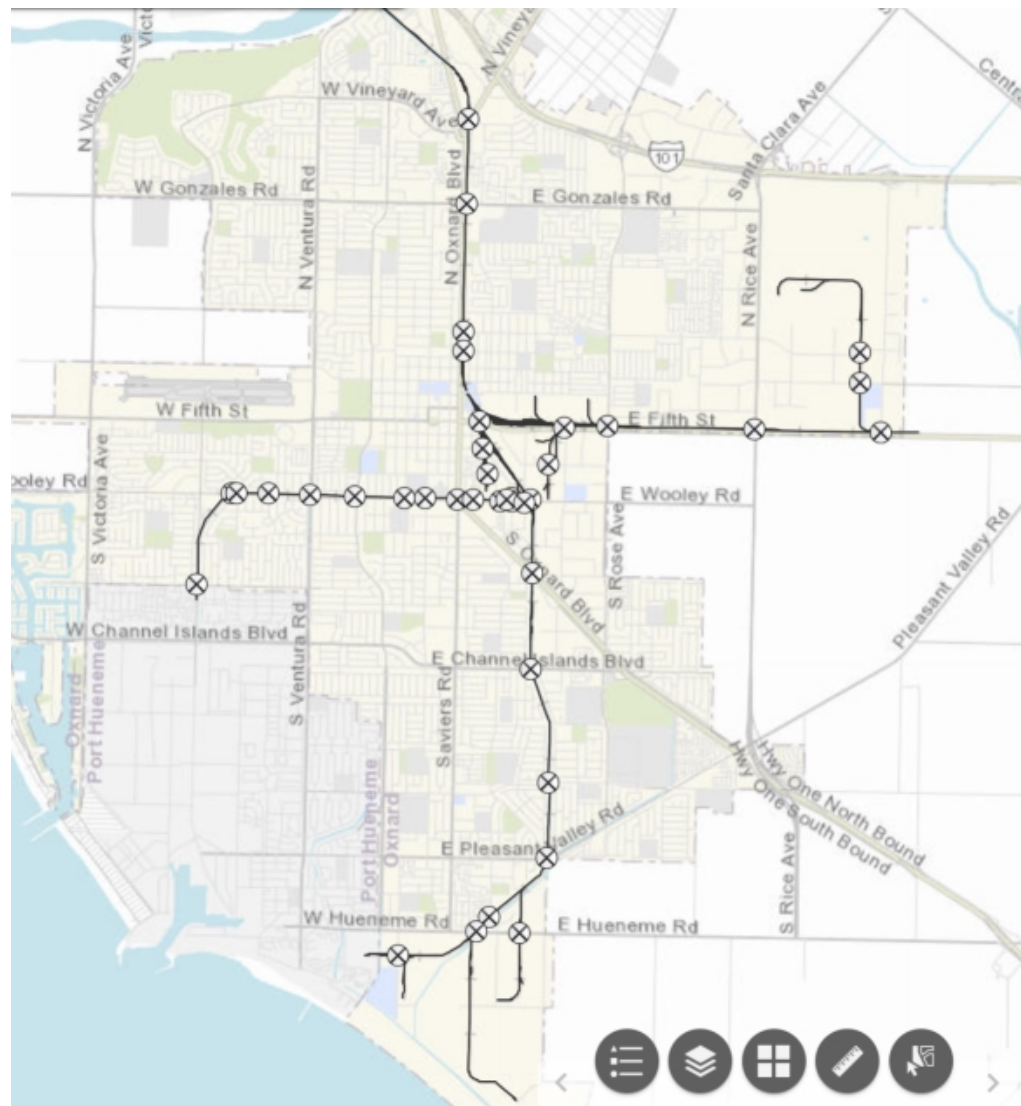
Supplementary Safety Measure	Description	Rough Cost Estimate Range	Effectiveness Rates (higher is better)
Gates and Signal Upgrades			
Four-Quadrant Gates (New Installation or upgraded from two-quadrant gates) No Vehicle Presence Detection	Install gates at a crossing sufficient to fully block highway traffic from entering the crossing when the gates are lowered, including at least one gate for each direction of traffic on each approach.	Depends on Street Width \$500K-\$1M	.82
Four-Quadrant Gates with Vehicle Presence Detection	Same as above but also includes vehicle presence detection to allow vehicles to exit crossing before the post crossing gates close.	Same As Above with additional cost of vehicle detection (\$100K per crossing)	.77
Four-Quadrant Gates, with Medians of at Least 60 feet, with or without Presence Detection	Same as two above excepts additional median restricts vehicles from crossover violations	Same as above with additional cost of median \$100K-\$300K	.92
Other SSM's			
Non-Traversable Curb Medians with or without Channelization Devices	Install medians or channelization devices on both highway approaches to a public highway-rail grade crossing denying to the highway user the option of circumventing the approach lane gates by switching into the opposing (oncoming) traffic lane and driving around the lowered gates to cross the tracks.	\$50K-\$300K May require gate relocations	.80
Mountable medians with Reflective Traffic Channelization Devices	Same as above excepts curbing is used and less restrictive devices are installed.	\$50K-\$100K	.75
Closures, Crossing Removals, Circulation Changes			
Temporary - Closure of a Public Highway-Rail Grade Crossing	Close the crossing to highway traffic during designated quiet periods.	Varies. May require offsite Improvements due to rerouted traffic	1.0
Permanent - Closure of a Public Highway-Rail Grade Crossing	Close the crossing to highway traffic permanently.	Varies. Requires offsite Improvements due to rerouted traffic	1.0
Grade Separation of a Public Highway-Rail Grade Crossing	Removes all traffic from crossing	Depends on Location Example: Rice/5 th = \$110M+	1.0
One-Way Streets with Gates	Convert streets to one-way and installs gates across full approach	Varies. Requires offsite Improvements due to rerouted traffic	.82

Note: Costs will vary significantly based on factors such as approach widths, intersection and track spacing, communication needs, age of equipment, etc. Additional costs may need to include ADA upgrades, additional detection or signal system work, environmental mitigation, other.

- There are two (2) primary railroad operations within the City.
- The **Union Pacific Railroad** is the Class I freight carrier on the coast mainline through Ventura County and all the way along California's Central Coast.
- The **Ventura County Railway**, a short line railroad operated by Genesee & Wyoming (G&W) Railroad, connects the Port of Hueneme, Naval Base Ventura County and the industrial areas of south Oxnard to Union Pacific Railroad
- The VCRR currently extends for just over 12 miles on four branches
- Within the greater Oxnard service area the FRA lists over fifty crossings in their national database.
- Some of these crossings are private and some are under other jurisdictional control (such as City of Port Hueneme)







OXNARD RAILROAD CROSSING EXAMPLES



- Passive crossing – no gates or signals
- Pedestrian crossings (control and ADA)
- Limited ROW
- Difficulty in placing devices



Gary Street Ped XING

- Isolated Location
- Flashers, Bells, Signs
- No active Gating



UPRR/Colonia Crossing

- Vehicle Crossover
- Limited ROW
- Pedestrian Access/ADA
- Trespass

EXAMPLE OF A QUIET ZONE ASSESSMENT REPORT

Rapid City, SD

Rapid City Quiet Zone Assessment

FINAL

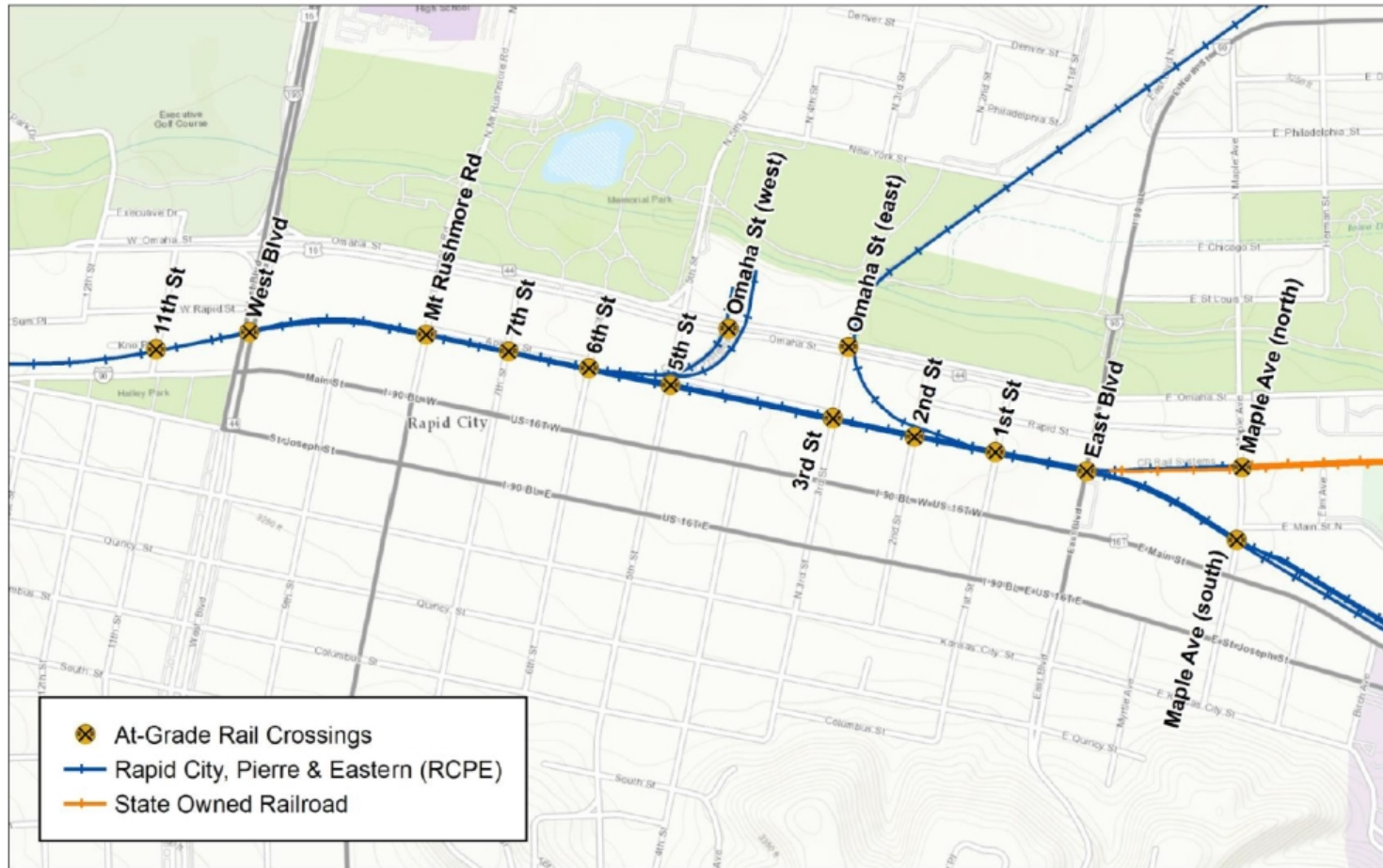
City of Rapid City, South Dakota



August 2018

SRF No. 11039

Figure 1. Crossing Locations



Crossing Name	Crossing ID	Milepost	Average Daily Traffic (ADT)	ADT Year of Collection	Gates	Flashing Lights	Constant Warning Time (CWT)
RCPE Mainline Crossings							
11th Street	190273R	100.08	1,706	2017	No	Yes	Yes
West Boulevard	190272J	99.97	13,509	2017	No	Yes	No
Mt Rushmore Road	190271C	99.77	11,498	2017	No	Yes	No
7th Street	190270V	99.68	2,200	2017	No	Yes	No
6th Street	190269B	99.59	3,200	2017	No	Yes	No
5th Street	190268U	99.45	18,365	2017	No	Yes	No
3rd Street	190266F	99.30	2,153	2017	No	Yes	No
2nd Street	190265Y	99.20	790	2017	No	Yes	No
1st Street	190264S	99.11	516	2017	No	Yes	No
East Boulevard	190263K	99.01	11,659	2017	No	Yes	No
Maple Avenue (south)	190261W	98.81	2,700	2017	No	Yes	No
Additional Crossings							
Maple Avenue (north)	190262D	98.81	2,700	2017	No	No	No
Omaha Avenue (east)	190267M	99.45	26,246	2017	No	Yes	No
Omaha Avenue (west)	190148D	649.25	26,246	2017	No	Yes	No

11th Street (190273R)

Option 1: Four-Quadrant Gates



Risk Reduction:	4,982 → 1,146 (77%)
Signal Costs:	\$350,000
Roadway Costs:	\$14,256
Total Cost:	\$364,256
	(+\$5,000 Ann. Maint.)

Notes: This option has the smallest impact on access to adjacent properties but has high construction costs and ongoing annual maintenance fees.

Option 2: ASM Medians

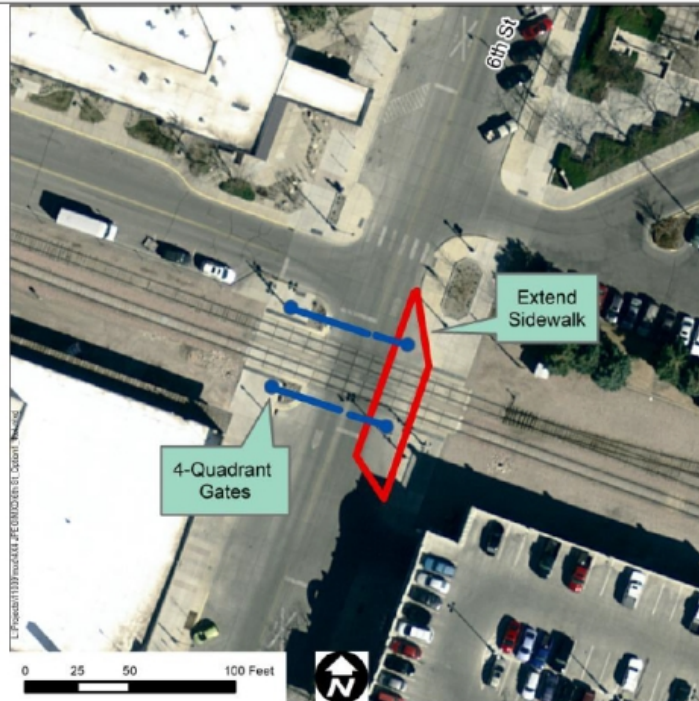


Risk Reduction:	4,982 → 1,661 (67%) (40' north median)
Signal Costs:	\$250,000
Roadway Costs:	\$64,056
Total Cost:	\$314,056

Notes: This option would limit some accesses to right-in/right-out movements. The length of the north median may be extended to 60' if it is acceptable to further limit the access to the northwest property.

6th Street (190269B)

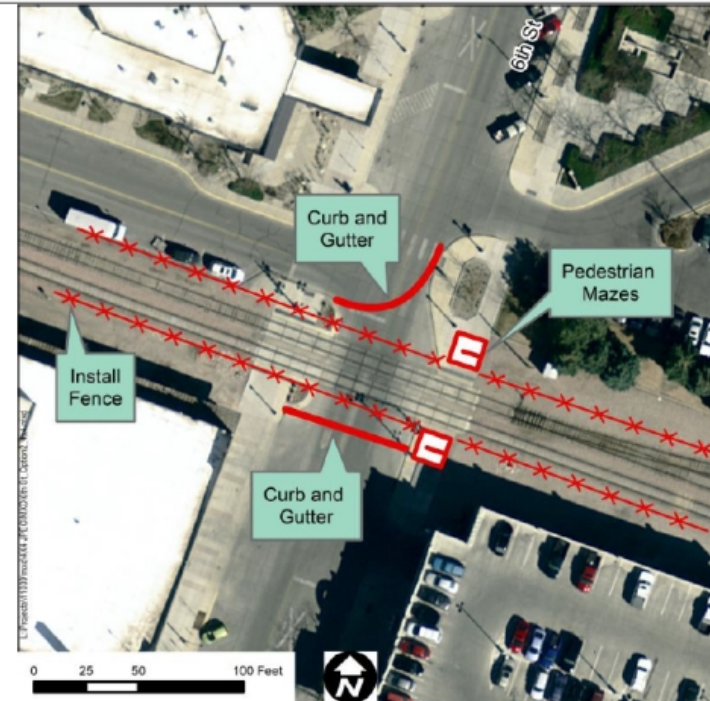
Option 1: Four-Quadrant Gates



Risk Reduction:	6,448 → 1,483 (77%)
Signal Costs:	\$350,000
Roadway Costs:	\$38,886
Total Cost:	\$388,886
	(+\$5,000 Ann. Maint.)

Notes: Trail crossing gates are limited to a maximum length of 32'. To accommodate this maximum length, the east sidewalk would need to be extended into the parking lane to allow for the placement of the northbound gates.

Option 2: Closure/Pedestrian Conversion



Risk Reduction:	6,448 → 0 (100%)
Signal Costs:	\$0
Roadway Costs:	\$82,606
Total Cost:	\$82,606

Notes: This option closes the crossing to vehicles but remains open for pedestrians. The proposed pedestrian mazes force users to look down the tracks in each direction before proceeding. The additional fencing prohibits pedestrians from circumventing the mazes.

Table 3. Cost-Effectiveness of Proposed Improvements

Crossing Name		Improvement Option	Risk Reduction	QZRI	QZRI Reduction	Improvement Cost	Dollars / QZRI Reduction
Maple Avenue (south)	2	Closure	100%	7,084	7,084	\$65,542	9.25
6th Street	2	Closure/Ped. Conversion	100%	6,448	6,448	\$82,606	12.81
2nd Street	2	Closure	100%	3,945	3,945	\$59,541	15.09
1st Street	1	Closure	100%	3,312	3,312	\$55,845	16.86
Mt Rushmore Road	2	3-Quad Gates	79%	20,484	16,080	\$365,305	22.72
Mt Rushmore Road	1	4-Quad Gates	77%	20,484	15,773	\$380,715	24.14
West Boulevard	2	ASM Medians (Extend Existing)	80%	18,233	14,587	\$357,820	24.53
East Boulevard	1	ASM Medians	80%	15,797	12,638	\$351,900	27.85
Mt Rushmore Road	3	ASM Medians	40%	20,484	8,194	\$315,305	38.48
West Boulevard	1	ASM Medians (Existing)	23%	18,233	4,254	\$325,978	76.62
6th Street	1	4-Quad Gates	77%	6,448	4,965	\$388,886	78.33
11th Street	1	4-Quad Gates	77%	5,954	4,584	\$364,256	79.46
5th Street	2	ASM Medians	50%	19,263	9,631	\$861,804	89.48
11th Street	2	ASM Medians	67%	4,982	3,321	\$314,056	94.56
11th Street	1	4-Quad Gates	77%	4,982	3,836	\$364,256	94.96
7th Street	1	4-Quad Gates	77%	6,007	4,625	\$448,208	96.91
Maple Avenue (south)	3	ASM Medians	33%	7,084	2,361	\$285,164	120.77
6th Street	3	ASM Medians	37%	6,448	2,364	\$293,256	124.04
1st Street	2	ASM Medians	40%	3,312	1,325	\$297,365	224.48

Table 4. Improvement Scenario Summary

Crossing Name	Baseline	Scenario 1: High Safety	Scenario 2: Cost-Effective (Without Closures)	Scenario 3: Cost-Effective (With Closures)	Scenario 4: Core Downtown Crossings Only
11th Street	Signals Only	4-Quad Gates	Signals Only	Signals Only	Excluded
West Boulevard	Signals Only	ASM Medians (Ext. Existing)	ASM Medians (Ext. Existing)	ASM Medians (Ext. Existing)	
Mt Rushmore Road	Signals Only	3-Quad Gates	3-Quad Gates	3-Quad Gates	3-Quad Gates
7th Street	Signals Only	4-Quad Gates	Signals Only	Signals Only	Signals Only
6th Street	Signals Only	4-Quad Gates	4-Quad Gates	Closure / Ped-Only	Signals Only
5th Street	Signals Only	ASM Medians	Signals Only	Signals Only	ASM Medians
3rd Street	Signals Only	4-Quad Gates	Signals Only	Signals Only	Excluded
2nd Street	Signals Only	Wayside Horns	Signals Only	Signals Only	
1st Street	Signals Only	ASM Medians	Signals Only	Signals Only	
East Boulevard	Signals Only	ASM Medians	ASM Medians	ASM Medians	
Maple Avenue (south)	Signals Only	ASM Medians	Signals Only	Signals Only	
Estimated Cost	\$3,300,000	\$4,403,578	\$3,763,910	\$3,457,630	\$1,727,109
NSRT	14,723	14,723	14,723	14,723	14,723
RIWH	6,077	6,449	6,077	6,077	7,824
QZRI	10,137	3,293	5,749	5,614	6,623

Note: Quiet Zone Risk Index (QZRI) must be below either Nationwide Significant Risk Threshold (NSRT) or Risk Index With Horns (RIWH) to qualify for quiet zone implementation.

- No direct financial impact to receive and file this report
- Currently, no available budget allocation for review and investigation of a quiet zone within the City nor does the project currently exist in a work program for the City
- It is recommended that consultant assistance be utilized to expedite and complete the needed background work to formally consider the issues associated associated with quiet zone implementation

1. Identify locations within the Oxnard for potential quiet zone implementation (Staff)
2. Appropriate funding and hire a consultant to evaluate crossing locations, prepare alternative assessments, and develop estimates of costs
3. Develop quiet zone final report.
4. Return to Council with recommendations for Quiet Zone establishments and funding needs.
5. Based upon final Council direction file Notice of Intent (NOI) to form quiet zone designation.



QUESTIONS