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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
October 25, 2022
**Regular Meeting - 5:00 to 6:30 PM**

**Zoom details to call-in for public comment during a meeting:**

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 848 0392 3064**
3. **Passcode: 465239**

**If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.**

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT **WWW.OXNARD.ORG.**

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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 include: (Minutes for Presentation + Council Discussion + Public Comment)**

a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

**In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.**

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

## A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

## B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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.

## C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the October 11, 2022 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

## D. REPORTS

1. Fire Department
SUBJECT: Authorization to submit grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (Matching requirement of up to $153,622). (15 minutes)
RECOMMENDATION: That the Finance & Governance Committee Recommend the City Council adopt a resolution:

    1. That allows the submission of seven (7) grant applications to the FEMA Assistance to Firefighters Grant for $1,689,842, including a 10% local match for the purpose of procuring ten (10) LUCAS devices, a Type 3 apparatus, an air compressor, paramedic school, and USAR, HazMat and Fire Prevention training;

2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ywfGj-rQgl8

Contact: Alexander Hamilton, (805) 385-7700

2. Fire Department

SUBJECT: Appropriation of Wildland Fire Reimbursement Revenue. (20 minutes)

RECOMMENDATION: That the Finance & Governance Committee recommend that City Council appropriate $303,068 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire equipment and supplies needed for mutual aid response to wildland fire events.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/1IMAN8ctP2U

Contact: Alexander Hamilton, (805) 385-7700

3. City Manager Department

SUBJECT: Professional Services Agreement A-8501 for Whistleblower Hotline Services. (15 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend City Council approve and authorize the execution of Agreement No. A-8501 with Syntrio, Inc. in the amount of $30,500.00 for a duration of five years to provide whistleblower hotline services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/1lsxDthHk20

Contact: Shiri Klima, (805) 385-7487

4. Finance Department

SUBJECT: Accounting and Financial Reporting Risk Assessment Update. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to City of Oxnard Finance Policy (FPOL) 1.05, and recommend staff to forward the presentation to City Council.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/k9lNw-98efs

Contact: Betsy George, (805) 200-5400

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

**FINANCE AND GOVERNANCE COMMITTEE**
**AGENDA REPORT**

**CONSENT AGENDA**
**AGENDA ITEM NO. C.1**

**DATE:** October 25, 2022

**TO:** Finance & Governance Committee

**FROM:** Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

**SUBJECT:** Approval of Minutes.

## RECOMMENDATION

That the Finance & Governance Committee approve the minutes of the October 11, 2022 regular meeting as presented.

## BACKGROUND

Approval of Minutes.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item.

## FINANCIAL IMPACT

There is no financial impact.

*Prepared by: Rose Chaparro, City Clerk*

## ATTACHMENTS

1. MINUTES 10 11 2022 Finance & Governance

**MINUTES**
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
October 11, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE
At 5:03 p.m., Chair John C. Zaragoza called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Gabriela Basua, Member Gabriel (Gabe) Teran, and Chair John C. Zaragoza were present in person.

Staff members Alexander Nguyen, City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Alexander Hamilton, Fire Chief; Betsy George, Chief Financial Officer; and Rose Chaparro, City Clerk were also present.

Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer participated via videoconference.

Christian Sprunger, Assistant Vice President with NHA Advisors, also participated via videoconference.

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

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the September 27, 2022 regular meeting as presented.

*It was moved by Member Teran, seconded by Member Basua,* to approve the Information/Consent item as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Finance Department
SUBJECT: Authorize Execution and Delivery of Schedule of Property to the Banc of America Master Equipment Lease/Purchase Agreement A-7667 for the Financing and Leasing of 2 Fire Engines. (0/5/5)
RECOMMENDATION: That the Finance and Governance Committee recommend City Council adopt a resolution, approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $2.1 million to reimburse the City for the purchase of two fire engines; authorizing the execution and delivery of other documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

(Presentation will be live upon consultant's request).

Betsy George, Chief Financial Officer introduced Christian Sprunger, Assistant Vice President at NHA Advisors who presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Member Basua, seconded by Member Teran*, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 5:21 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Chair

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

**DATE:** October 25, 2022

**TO:** Finance & Governance Committee

**FROM:** Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

**SUBJECT:** Authorization to submit grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (Matching requirement of up to $153,622). (15 minutes)

## RECOMMENDATION

That the Finance & Governance Committee Recommend the City Council adopt a resolution:

1. That allows the submission of seven (7) grant applications to the FEMA Assistance to Firefighters Grant for $1,689,842, including a 10% local match for the purpose of procuring ten (10) LUCAS devices, a Type 3 apparatus, an air compressor, paramedic school, and USAR, HazMat and Fire Prevention training;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ywfGj-rQgl8

## BACKGROUND

The City of Oxnard and surrounding agencies are eligible to submit grant applications to FEMA for consideration of federal funds totaling $1,689,842. Fire departments are eligible to apply for the FEMA Fiscal Year 2022 Assistance to Firefighters Grant (AFG) to obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards. The FY2022 AFG Program has three activities: Operations and Safety, Vehicle Acquisition, and Regional Projects. Within the Operations and Safety category there is sub-categories of training and equipment. Successful AFG submissions are awarded on an annual basis. The grant funds, if awarded, will fund ten (10) LUCAS devices, a Type 3 apparatus, an air fill station, Paramedic School, and USAR, HazMat and Fire Prevention training.

## DISCUSSION

This report is being published in anticipation of seven (7) grant applications to be submitted to FEMA in December 2022. The solicitation period in 2021 was November 8 through December 17, 2021, due to Measure E the final staff report presented to City Council will contain updated information regarding funding requests of our regional partners; Ventura County Fire Protection District, Ventura City Fire and Fillmore Fire Department on the regional application for the Oxnard regional application for USAR training. This will not affect the amount requested for the City of Oxnard or the local match as requested in this report.

The City of Oxnard will submit three (3) applications specifically for the Oxnard Fire Department. These are to send three (3) firefighters to paramedic school for a cost of $385,722, for the purchase of an air fill station to fill self-contained breathing apparatus (SCBAs) in the amount of $100,000 and a Type 3 wildland apparatus in the amount of $650,000. A specialized air compressor is required for the filling of SCBA bottles, the Fire Department is aiming to replace a 25 year old air fill station at Fire Station #1. The current unit is becoming expensive to repair and parts are increasingly hard to source. It is imperative that our air fill stations provide clean breathing air for us while working in Immediately Dangerous to Life and Health (IDLH) environments. The Type 3 apparatus is a smaller, more nimble fire engine that contains up to 500 gallons of water. This unit is being requested as was identified within the Fire Department 5 year strategic plan to diversify the equipment fleet to better handle our changing risk profile. As the Department increasingly fights fires in areas of open land in the north, west and south of the city, there is a growing need to use vehicles that can more readily gain access to these areas. Additionally, this apparatus will be used for local emergencies as well as deployed to mutual aid assignments; the City receives cost recovery for use of the apparatus on mutual aid assignments.

One (1) regional application for Urban Search and Rescue (USAR) training will be submitted by the City of Oxnard. The application will pay for overtime and backfill for suppression personnel to attend Rope Rescue Technician, Structural Collapse Tech 1 and 2, Confined Space Rescue Tech, Regional Tech Search Specialist, and Regional Task Force Leader courses. The Oxnard Fire Department request for funds will be $124,495, the total grant application request is unknown at the time of publication while regional partners confirm their funding request. The additional request for regional partners will not affect the local match for the City of Oxnard.

Ventura County Fire Protection District will submit a regional application for LUCAS mechanical cardiopulmonary resuscitation (CPR) devices. The Oxnard Fire Department is requesting ten (10) devices LUCAS chest compression systems in the amount of $200,000. The Department currently has ten (10) devices assigned to frontline apparatus, the additional devices will allow all standardization of life saving equipment in all response vehicles.

A regional application for Hazardous Materials Tech 1 class will be submitted on behalf of the region by Ventura City Fire Department. If funded, $113,414 will pay the overtime and backfill for twelve (12) Oxnard Firefighters to attend the 160 hour course.

The final regional grant request will be submitted by Fillmore Fire Department. The request is a comprehensive list of training for multiple Fire Prevention personnel to receive qualifications and certifications required by the State of California to be qualified as State Fire Marshal Inspectors. The request for Oxnard will cover all training costs including instructor fees, travel expenses and overtime. Oxnard Fire Department has reviewed the outstanding certifications for Prevention staff and has requested $116,210 in funding.

If awarded, the grant period for AFG funding is May 1, 2023 to April 30, 2025. As of the time of this report the grant solicitation has not been posted by FEMA, however the posting is anticipated to be posted prior in November 2022 with a submission deadline of December 2022.

**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**

There is a matching funds requirement of 10% for each AFG grant, if awarded. Expenditures are anticipated to begin in FY 2023-2024. The grant funding and local match will be requested in the proposed Fiscal Year's 2023-2024 and 2024-2025 budgets with local sources mainly coming from the General Fund. The grant term is projected to end April 30, 2025.

| Application Request | Federal Share | Local Match | Total |
|---|---|---|---|
| USAR Training | 113,177.45 | 11,317.75 | 124,495.20 |
| Paramedic School | 350,656.66 | 35,065.67 | 385,722.33 |
| Air Compressor | 90,909.09 | 9,090.91 | 100,000.00 |
| Type 3 Apparatus | 590,909.09 | 59,090.91 | 650,000.00 |
| HazMat Training | 103,104.00 | 10,310.40 | 113,414.40 |
| 10 LUCAS Devices | 181,818.18 | 18,181.82 | 200,000.00 |
| Prevention Training | 105,645.45 | 10,564.55 | 116,210.00 |
| Total | 1,536,219.94 | 153,621.99 | 1,689,841.93 |

*Prepared by: Amy Van Atta, Management Analyst II*

**ATTACHMENTS**

1. 2022 AFG Committee Presentation
2. Resolution AFG FY22 Apps

# ASSISTANCE TO FIREFIGHTER (AFG) GRANT APPLICATIONS

Alexander Hamilton, Fire Chief

# RECOMMENDATION

That the Finance and Governance Committee Recommend the City Council adopt a resolution:

1. That allows the submission of seven (7) grant applications to the Federal Emergency Management (FEMA) Assistance to Firefighters Grant (AFG) for $1,689,842, including a 10% local match for the purpose of procuring ten (10) LUCAS devices, a Type 3 apparatus, an air compressor, paramedic school, and USAR, HazMat and Fire Prevention training;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

# AFG program is one part of a trio of grant opportunities

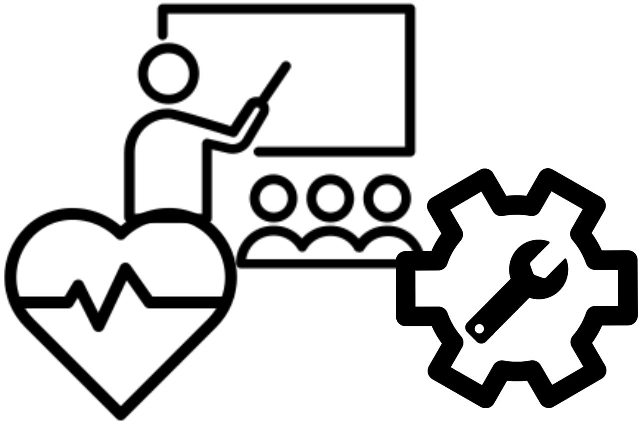
- AFG - Primarily for training, equipment and vehicles
  - Approx $414 million in funding
- Fire Prevention & Safety (FP&S)
  - Approx $46 million in funding
- Staffing for Adequate Fire Emergency Response (SAFER)
  - Approx $560 million in funding

# 2021 AFG GRANT AWARDS FOR OXNARD SO FAR…

- $98,350 - TEMS Training
- $106,269 - Thermal Imaging Cameras

$4,606,031 in funds received from AFG since 2009


# AFG Grant Priorities & Match



- Training
- Equipment
- Wellness

- Regional Applications
  - Department can be a the lead on one regional proposal but participate in as many regional grants as there are fire departments in the area

- 10% match for all awards

# Cost Match Calculations

## Use the Calculator Below to Determine the Local Cost Share for your Organization

| | |
|---|---|
| Total Project Cost: | $ 100,000.00 |
| Local Cost Share Percentage: | 15% |

*Example: For 15% enter .15 into the calculator, for 10% enter .10, for 5% enter .05*

| | |
|---|---|
| Federal Funding Assistance: | $ 86,956.52 |
| Local Cost Share: | $ 13,043.48 |

Information above can be found here:
https://www.fema.gov/sites/default/files/documents/fema_fy21-AFG-cost-share-calculator_112021.pdf

# Oxnard Fire Department FY 2022 Grant Proposals

Paramedic School - $385,722 - Cost share $35,065

Overtime and backfill to send three firefighters to UCLA Paramedic School

Air Fill Station- $100,000 - Cost share $9,091

To fill self contained breathing apparatus (SCBA)

Type 3 Apparatus - $650,000 - Cost share $59,091

UCLA Center for Prehospital Care


# Oxnard Fire Department Regional Application

Urban Search & Rescue (USAR) Training - Request to be determined

Oxnard request $124,495 - cost share $11,317

CSFM Rope Rescue Technician (40hr.) *8 Firefighters*

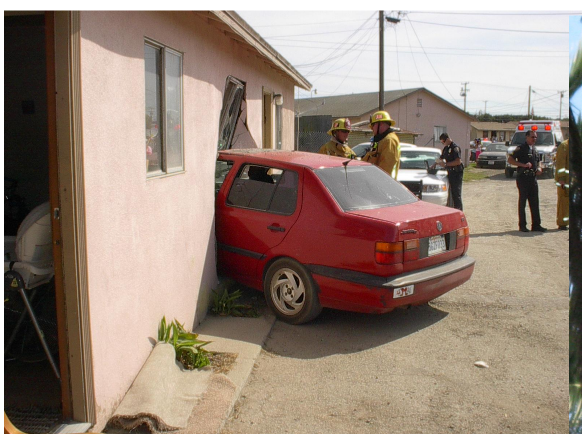
CSFM Structural Collapse Tech 1 (40hr.) *12 Firefighters*

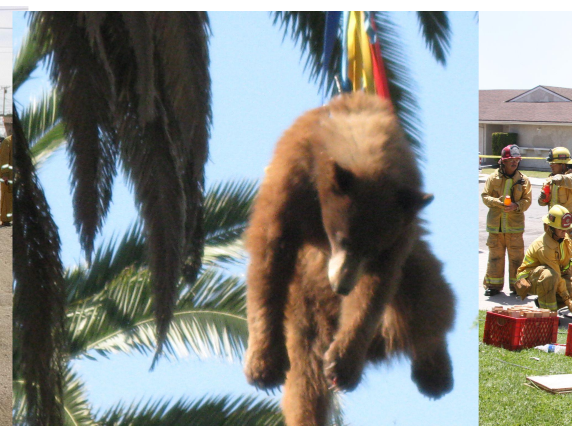
CSFM Structural Collapse Tech 2 (40hr.) *12 Firefighters*

CSFM Confined Space Rescue Tech (40hr.) *12 Firefighters*

CSTI US&R Regional Technical Search Spec. (32hr.) *8 Firefighters*

CSTI US&R Regional Task Force Leader (24hr.) *3 Battalion Chiefs*





# FY 2022 Regional Grant Proposals

- Ventura County FD regional lead for LUCAS mechanical CPR devices
  - Oxnard would receive $200,000 - cost share $18,181
  - Purchase ten (10) devices

- Ventura City FD regional lead for Hazardous Materials Training
  - Oxnard would receive $113,414 – cost share is $10,310
  - Certify twelve (12) firefighters in HazMat Tech I

- Fillmore FD regional lead for Fire Prevention Training
  - Oxnard to receive $116,210 – cost share $10,564
  - Certify prevention personnel as State Fire Marshal Inspectors

# AFG FY 2022 Application Overview

| Application Request | Federal Share | Local Match | Total |
|---|---|---|---|
| USAR Training | 113,177.45 | 11,317.75 | 124,495.20 |
| Paramedic School | 350,656.66 | 35,065.67 | 385,722.33 |
| Air Compressor | 90,909.09 | 9,090.91 | 100,000.00 |
| Type 3 Apparatus | 590,909.09 | 59090.91 | 650,000.00 |
| HazMat Training | 103,104.00 | 10,310.40 | 113,414.40 |
| 10 LUCAS Devices | 181,818.18 | 18,181.82 | 200,000.00 |
| Prevention Training | 105,645.45 | 10,564.55 | 116,210.00 |
| Total | 1,536,219.94 | 153,621.99 | 1,689,841.93 |

CITY OF OXNARD CALIFORNIA

# QUESTIONS?

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT APPLICATION

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council ratify the approval for submission of seven applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant in the amount of $1,689,842, including a local match of 10%, for the purpose of purchasing procuring ten (10) LUCAS devices, a Type 3 apparatus, an air fill station, paramedic school, and USAR, HazMat and Fire Prevention training.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2023-2025 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_______________________________
John C. Zaragoza, Mayor

ATTEST:

_______________________________
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_______________________________
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

**FINANCE AND GOVERNANCE COMMITTEE**
**AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.2**

**DATE:** October 25, 2022

**TO:** Finance & Governance Committee

**FROM:** Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

**SUBJECT:** Appropriation of Wildland Fire Reimbursement Revenue. (20 minutes)

## RECOMMENDATION

That the Finance & Governance Committee recommend that City Council appropriate $303,068 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire equipment and supplies needed for mutual aid response to wildland fire events.

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/1IMAN8ctP2U

## BACKGROUND

The Oxnard Fire Department has played an increasingly important role in responding to large-scale wildland incidents around the state in the last five years. This has been due, in part, to the size of the wildland incidents within California. The Thomas Fire that started in 2017, was the largest fire in the state's history, and now ranks eleventh in largest fires. Eleven of the twenty largest fires in California history have started since the Thomas Fire. As of October 3, 2022, a total of 6,739 wildfires had been recorded killing 9 people, destroying 880 structures and burning 365,895 acres for the 2022 calendar year.

The Fire Department responds to these mutual aid requests through an agreement known as the California Fire Assistance Agreement (CFAA). The CFAA agreement has signatories from all Federal, State, County, and Local fire agencies. As a part of this agreement, the Fire Department provides an updated salary survey to the California Office of Emergency Services (CalOES) that processes all reimbursement claims. Ultimately the reimbursement funds generally come from the State or Federal government depending on the jurisdiction of the wildland incident.

The CFAA provides reimbursement for the Fire Department that includes all personnel costs, vehicle costs, travel costs (food and accommodation) as well as an administrative fee. The administrative fee is adjusted every year and this year it is set at 18.85% of total reimbursed expenses.

## DISCUSSION

Since the Department started participating in mutual aid deployments, all mutual-aid expenses have been charged to the Fire Department's General Fund Operating Budget. This has resulted in funds originally appropriated to the Department by City Council for regular Department operations being diverted to wildland fire response outside the City.

The State or Federal reimbursement arrives months after the incident has been resolved, with the revenue credited to the General Fund, but without a corresponding increase in appropriations, leaving the Fire Department's operating budget depleted. As of the posting of this staff report, $21,984 of the Fire Department training budget has been consumed by reimbursable costs for mutual aid assignments for FY22/23.

Furthermore, the Fire Department has yet to address the minimum training requirements of responding to mutual aid incidents based on State Fire Marshal certifications. The Department needs to invest in the professional development of personnel to ensure they can operate as safely as possible, while also meeting the minimum training requirements.

There are two high-priority training requirements the Department needs to address; ensuring all Captains are certified as Engine Boss and ensuring all Battalion Chiefs are certified as Strike Team Leaders. Currently, only eight of the 32 Captains meet the Engine Boss Certification. Engine Boss Certification involves a series of three classes that take a total of 11 days to complete. Currently, only three of the five Battalion Chiefs are certified as Strike Team Leaders. Qualification for Strike Team Leader starts with three classes also taking 11 days to complete.

In addition to investing in professional development, the Department will invest funds in supplies and equipment that will enhance the mutual aid program, improve response capabilities and increase firefighter safety.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

On March 30, 2021 and January 18, 2022, City Council unanimously approved Budget Appropriations reimbursing the Fire Department all direct travel and personnel costs incurred for mutual aid while allowing the Department to reinvest the reimbursement for indirect costs (vehicle costs and administrative surcharge) back in to the mutual aid program through training and the purchase of equipment designed for wildland fire response. For Fiscal Year 22/23 the Department is requesting an appropriation prior to the completion of the wildland season. As staff are currently on assignment and the need for mutual aid response continues, the Department will request a second appropriation of funds later in the fiscal year.

The proposed allocation of CFAA reimbursements will allow the Fire Department to reimburse the General Fund for overtime and benefits incurred during mutual aid; to restore the training budget; and to purchase supplies, equipment and certifications.

| CFAA Reimbursement | Amount | Fund | Purpose |
|---|---|---|---|
| Personnel costs | $629,139.01 | 1012501-50200, 50220 & 51160 – OT & Employee Benefits | Reimburse budgeted General Fund costs for overtime and benefits incurred during mutual aid |

| | | | |
|---|---|---|---|
| Travel costs* | $21,984.10 | 1012501-52310 – Training | Restore Fire Department training budget for travel costs charged to it during mutual aid |
| Engine hours/Vehicle reimbursement* | $133,147.17 | 1012501-56040 – Machinery and Equip New | Procurement of equipment to support fire response |
| Administrative surcharge (18.85%)* | $147,936.74 | 1012501-52400 – Minor Eqp - Shop/Field | Procurement of supplies to support fire response |
| Total | $932,207.01 | 1012501-47700 - Other Reimbursements | |
| * Included in appropriation request totaling $303,068.01 | | | |

*Prepared by: Amy Van Atta, Management Analyst II*

**ATTACHMENTS**

1. Wildland Reimbursement Presentation
2. BA Wildland Fire Reimbursement 2022

# APPROPRIATION OF WILDLAND FIRE REIMBURSEMENT REVENUE

Alexander Hamilton, Fire Chief

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council appropriate $303,068 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire equipment and supplies needed for mutual aid response to wildland fire events.

In 2017 the Thomas Fire was the largest fire in California history. Today it ranks number eleven.

# 2022 Incident Archive

A summary of all 2022 incidents, including those managed by CAL FIRE and other partner agencies.

**365,895 Acres**
Estimated Acres Burned

**6,739 Incidents**
Number of Wildfires

**9 Fatalities**
9 Civilian / 0 Firefighter

**880 Structures**
105 Damaged / 775 Destroyed

# California Fire Assistance Agreement (CFAA)

- Agreement between Federal, State, County and Local fire agencies
- Updated annually
  - Fire Department works with Finance Department to provide current staff and overhead costs to Cal OES
- Reimbursement for personnel, engine hours, travel expenses
- Administrative Fee of 18.85%

# MINIMUM TRAINING REQUIREMENTS

- State Fire Marshal certifications
- Engine Boss
- Strike Team Leader

# REIMBURSEMENT FOR MUTUAL AID FY 22/23

The proposed allocation of CFAA reimbursements will allow reimbursement of the General Fund for overtime and benefits incurred during mutual aid; to restore the training budget; and to purchase supplies, equipment and certifications related to mutual aid response.

# ALLOCATION OF CFAA REIMBURSEMENT

Projected Reimbursement for FY 22/23 as of today is $932,207.01:

- $629,139 personnel costs
- $21,984 travel costs
- $133,147 engine hours/vehicle costs
- $147,936.74 admin fee

CITY OF OXNARD CALIFORNIA

# QUESTIONS?

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Fire  **Date:** December 6, 2022

**Project/Program Manager:** Hamilton  **Phone:** x7700

**Reason for Appropriation:**

To appropriate $303,068 of wildland reimbursement revenue to the Fire Department for training, supplies, equipment purchases, and certifications.

| **Accounts and Descriptions** | | **AMOUNT** |
|---|---|---|
| **Fund: 101 - GENERAL FUND** | | |
| **Expenditures/Transfers Out** | | |
| **FIRE SUPPRESSION (2501)** | | |
| 1012501-52310 | TRAINING/WORKSHOP/MTNGS | 21,984 |
| 1012501-52400 | MINOR EQP/SHOP AND FIELD | 147,937 |
| 1012501-56040 | MACHINERY AND EQUIP NEW | 133,147 |
| | Sub-total Expenditures | 303,068 |
| | **Net Change to Fund Balance** | **(303,068)** |
| | **Net Appropriation Change** | **303,068** |

**Approvals**

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

BA# (Finance Use Only)_____________

BA Doc# (Finance Use Only)__________

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

**FINANCE AND GOVERNANCE COMMITTEE**
**AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.3**

**DATE:** October 25, 2022

**TO:** Finance & Governance Committee

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

**SUBJECT:** Professional Services Agreement A-8501 for Whistleblower Hotline Services. (15 minutes)

## RECOMMENDATION

That the Finance and Governance Committee recommend City Council approve and authorize the execution of Agreement No. A-8501 with Syntrio, Inc. in the amount of $30,500.00 for a duration of five years to provide whistleblower hotline services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/1lsxDthHk20

## BACKGROUND

On June 1, 2021, City Council approved a third amendment to extend a consulting services agreement (No. A-7986) with Price Page and Company for whistleblower hotline services. On June 6, 2022, City staff was notified by Price Page that, due to capacity constraints, it would not be able to continue with the existing contract to monitor the whistleblower program. A formal letter was submitted from Price Page to the Chair of the Finance and Governance Committee in accordance with the agreement under the provisions of contract termination.

## DISCUSSION

On August 22, 2022, the City solicited a request for proposals (RFP) for whistleblower hotline consultant services. The City's evaluation committee--which was comprised of Councilmember Gabe Teran, City Attorney Steve Fischer, and Deputy City Manager Shiri Klima -- selected Syntrio, Inc. and submitted a letter of intent award on September 19, 2022.

Syntrio is a global leader in governance, risk, compliance, and human resource solutions that helps more than 6,000 organizations improve workplace conditions. Syntrio solutions include a robust employee experience platform, reporting hotline and case management system, and more than 1,000 eLearning courses in Employment Law and Harassment, Ethics and Compliance, Diversity and Inclusion, Health and Safety, Business Skills and Cybersecurity. The whistleblower hotline services provided by Syntrio include:

- A dedicated North American toll-free number & all usage fees;
- 10 standard reporting categories;
- 6 authorized reviewers within the City who will have access to review specific report categories such as fraud, theft, and harassment;

- An unlimited number of reports through multiple reporting channels (Web, Live Agent, Voicemail);
- 24/7/365 reviewer access to the ClearView Connects™ Case Management System to search for, sort, manage, and generate reports;
- Complete implementation of the organization's profile into the ClearView system;
- A virtual dialogue capability allowing complainants to anonymously provide responses to the reviewers' questions and comments; and
- Reviewer training via webinar prior to the official Go Live date.

Syntrio will forward complaints related to HR or anything other than potential fraud, waste and abuse to the appropriate departments. All complaints related to potential fraud, waste and abuse will be sent directly to Vasquez, the City's internal auditor, who will filter the complaints in accordance with the City's Whistleblower Hotline Policy (Attachment 2). More specifically, Vasquez will do an initial review to assess if the matter lacks merit and relevance; if so, Vasquez will document and close the matter. Thereafter, Vasquez will review the complaint for priority according to the following definitions from the City's policy:

1. High Priority: Reasons why allegations may be considered high priority include a safety concern, losses to the City of Oxnard for more or equal to $75,000, criminal activity resulting in a loss of at least $400, high-level involvement, collusion of multiple wrongdoers, a major department-wide issue, or need for immediate action to stop a potential major issue.
2. Medium Priority: Allegations in this category could include a loss to the City of Oxnard for more or equal to $25,000, abuse of authority, medium to low-level employee involvement, minor department-wide issues, or patterns of small problems that could become serious in the aggregate.
3. Low Priority: Allegations in this category could include a loss to the City of less than $25,000, isolated instances of time abuse, wasteful practices that would lead to limited gains in efficiencies if corrected, or allegations that lack credibility and evidence. However, if the same or similar issues were reported multiple times, low priority items may become more of a priority.

The Internal Auditor will keep a running list, shared with the Chair of the Finance and Governance Committee, City Manager's office, and the City Attorney's office of the complaints as they are received and the priority of those complaints unless any one of those complaints implicated the Chair, City Manager's office or City Attorney's office (in which case the relevant individual or department would be omitted from learning of that complaint). The Internal Auditor would then immediately investigate all high priority complaints and discuss the prioritization of investigating medium and low priority complaints. Staff from the City Manager's or City Attorney's office will present a summary of the whistleblower complaints to the Committee at least every six months, and the Internal Auditor will present investigative findings with recommendations as they occur to the Committee and Council.

**STRATEGIC PRIORITIES**

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

**FINANCIAL IMPACT**

There is funding in the General Fund Non-Departmental professional contract (Account 101-1001-801.-82-09) in Fiscal Year 2022-23 to cover the estimated costs for the remainder of the current fiscal year. Funding for future years' costs will be included in the respective budgets of each Fiscal Year (2023-24, 2024-25, 2025-26, and 2026-27).

| Agreement Term (Calendar Year) | 2022 & 2023 | 2024 | 2025 | 2026 | 2027 | **Total Agreement** |
|---|---|---|---|---|---|---|
| Annual Subscription Fee | $6,000 | $6,000 | $6,000 | $6,250 | $6,250 | **$30,500** |

*Prepared by: Shiri Klima, Deputy City Manager*

**ATTACHMENTS**
1. Agreement No. A-8501 Syntrio
2. Whistleblower Hotline Policy
3. Presentation

**AGREEMENT FOR PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date: November 2, 2022

(2) Consultant: Syntrio, Inc

(3) Services: This agreement is for whistleblower hotline consulting services.

(4) Schedule of Services: N/A

(5) Agreement Ending Date: December 31, 2027

(6) Total Agreement Amount: $30,500.00

(7) City's Project Manager: Shiri Klima, Deputy City Manager

(8) Consultant's Project Manager: Katie Hinds, Account Executive

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

Syntrio, Inc.
500 Lake Cook Road, Suite 350
Deerfield, IL 60015
Attn: Katie Hinds, Account Executive

*FOR CITY:*

City of Oxnard,
City Manager's Office
300 West Third Street
Oxnard, CA 93030
Attn: Shiri Klima, Deputy City Manager

(11) Contact Emails:

*CONSULTANT'S PROJECT MANAGER:* khinds@syntrio.com

*CITY'S PROJECT MANAGER:* shiri.klima@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:

**X** Scope of Services Exhibit
**X** Rates and Costs Exhibit
**X** 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 provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder,

nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-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.

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. 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. Consultant shall include a copy of this Section 12 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.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

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

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

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

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

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

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

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

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

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

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

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude

Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any

Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[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** | | **SYNTRIO, INC.** | |
|---|---|---|---|
| **X** John C. Zaragoza, Mayor[1]<br>☐ Alexander Nguyen, City Manager<br>☐ Jennifer Yates, Purchasing Manager | Date | Mike Keister, Vice President Sales | Date |
| | | Christa Wessel, Chief Operating Officer | Date |

ATTEST:

Rose Chaparro, City Clerk — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — 10/11/2022
Date

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

## SCOPE OF SERVICES EXHIBIT

### A. Toll Free Hotline

1. The Consultant ("Hotline Administrator") shall provide a toll-free hotline number that will be unique to the City and the number will be retained by or transferred to the City after completion or termination of the contracted service.
2. Calls to the hotline must be answered by a live intake representative 24 hours a day, 7 days a week, and 365 days a year. The Hotline Administrator shall have sufficient staffing and technical capacity to answer multiple calls simultaneously.
3. The Hotline Administrator shall provide representatives who are fluent in a variety of languages. The hotline shall include English, French, Chinese, Tagalog and Spanish.
4. Complainants shall be given the option to remain anonymous. Where this option is selected, the anonymity of hotline complainants shall be protected. Calls will not be recorded and caller identification information will not be maintained.
5. The complainant shall be provided with an option to provide and receive follow-up communication regarding his or her complaint.
6. All telephone-based complaints shall be entered into the Hotline Administrator's electronic case management system within three (3) hours of its receipt of the complaint.
7. Allegations submitted telephonically must be appropriately routed to the designated City contact(s) by the Hotline Administrator within three (3) hours of the submission.

### B. Internet-based Complaint Reporting System

1. Hotline Administrator shall provide an internet-based complaint reporting system integrated with the toll-free telephone hotline.
2. The Hotline Administrator shall provide an internet-based reporting system through a secure website, customized for the City.
3. The website shall include a standardized web form allowing the complainant to submit allegations through the website.
4. All web-based complaints shall be entered into the Hotline Administrator's electronic case management system within three (3) hours of its receipt of the complaint.
5. Allegations submitted via the website must be read and appropriately routed to the designated City contact(s) by the Hotline Administrator within three (3) hours of the submission.
6. Complainants shall be provided with the option to receive follow-up communication regarding complaints.
7. Complainants shall be given the option to remain anonymous. Where this option is selected, the anonymity of online complainants shall be protected. IP addresses will not be tracked for complaints submitted via the website.
8. The website shall be accessible to persons with disabilities, including, but not limited to, accessible elements such as alt tags, long descriptions, and/or captions for photos, graphics, scanned images, and video. Documents posted on the website should be in HTML or a text-based format [even if posted in another format, such as Portable Document Format (PDF)], in order to be read by reader software. Online forms and tables should also be accessible.

**C. Mail Service**

1. The Hotline Administrator shall provide a mailing address for submitting complaints that will be unique to the City.
2. Mail sent to the hotline mailing address must be reviewed by a live intake representative in all days and hours that the United States Postal Service is operating and delivering mail.
3. All mail-based complaints shall be entered into the Hotline Administrator's electronic case management system within three (3) hours of its receipt of the complaint.
4. Allegations submitted by mail must be appropriately routed to the designated City contact(s) by the Hotline Administrator within three (3) hours of the submission.
5. The complainant shall be provided with an option to provide and receive follow-up communication regarding his or her complaint.

**D. Staff**

1. Intake representatives shall be trained to capture sufficient information from complainants upon which to initiate an investigation into the complaints and to ask questions as appropriate to solicit this information.
2. Intake representatives shall be trained in delivering excellent customer service and shall maintain a courteous and professional demeanor with complainants at all times.
3. Intake representatives shall be trained in recognizing when a complaint is a life-threatening emergency and shall inform the complainant to contact 911.
4. The Hotline Administrator shall provide a dedicated account representative as the single point of contact for any Contract and technical issues. The representative shall be a Hotline Administrator senior staff member.

**E. Integrated Case Management System**

1. The Hotline Administrator shall provide an integrated Case Management System ("System") in which all complaints can be tracked.
2. The system shall generate and deliver an electronic notification to the City of all new complaints, including a complaint summary, within three (3) hours of a new case being created in the system.
3. At a minimum, the complaint summary will include the date and time the complaint was submitted, the method the complaint was reported (via hotline, online or mail), a detailed description of the nature of the complaint, whether the complainant has selected the option for follow-up communication, and the priority of the complaint (low, medium or high, as defined in the City's policy), and the status of the matter.
4. If so requested by the complainant, the complaint summary will be anonymous as to the identity of the complainant.
5. The system shall generate and deliver an electronic notification to the City of all subsequent and follow up communication between the Hotline Administrator and the complainant within three (3) hours of said communication being entered into the system.
6. The system shall track initial complaints and any subsequent follow-up contact with complainants on the same allegations.
7. The system shall allow a designation of a broad case type including but not limited to fraud, waste, and abuse, employment/ HR related, or management issues.

8. The system shall allow the City to input and track complaints received directly by the City into the system.
9. The system shall automatically assign a unique case number to each new complaint. Case numbers shall be assigned in a systematic and serialized manner.
10. The system shall allow a system administrator from the City to assign specific cases to other users within the system for investigation.
11. The system shall allow the assigned City investigator (currently a consultant) to input status information into the system.
12. The system shall provide the ability to set a reminder for needed actions for specific cases.
13. The system shall report within 24 hours to the City investigator, a representative of the City Attorney's office and a representative of the City Manager's office any new complaint unless the City Attorney or City Manager's offices are implicated in that complaint, in which case the implicated office shall be omitted from the notification (even if the specific representative is not implicated).
14. The system shall allow the City to have a minimum of three (3) system administrators with full system access and rights to the City's data and the ability to add new users and assign access rights and twenty (20) end users with varying levels of system access and rights.
15. The system shall provide for the indefinite storage of the City's complaint and investigative data in accordance with California record retention requirements for local governments.
16. The system shall provide a method for the City to communicate with intake representatives regarding specific cases, including providing follow-up information and questions to be shared with the complainants by the intake representative.
17. The system shall include the ability to reflect the status of a particular case, at a minimum allowing the case to be reflected as open, in progress, or closed.
18. The system shall allow for the creation and downloading of reports at minimum levels of monthly, quarterly, annually, and year-to-date program activity. These reports shall be easily sortable by a variety of fields including date, nature of the complaint, and length of time from the initial complaint intake to when the case was reflected as closed in the system. These reports may be provided by the Hotline Administrator to the City electronically or run and downloaded by the City's system administrators.
19. The system shall be searchable based upon login security rights.

## F. Communication

1. The Hotline Administrator shall provide the City with communication tools and other materials to promote and advertise the hotline including posters, business cards and brochures customized to the City for residents, non-resident concerned parties, and employees of the City.

2. The Hotline Administrator shall provide periodic reports to the City Council's Finance and Governance Committee, at least every six months, including a list of the allegations received through the Hotline, including the priority assigned and the status or disposition of each reported allegation.

**G. Technical Support and Requirements**

1. The Hotline Administrator shall provide dedicated support from the client services team for program set up, initial and periodic refresher system training, and on-going system maintenance.
2. The toll-free hotline must be accessible to persons with disabilities, including but not limited to individuals who use Text Telephone (TTY) and the Telecommunications Relay Service (TRS).
3. The Hotline Administrator shall ensure the network security and privacy of all City data maintained in the system. Administrator shall regularly patch and maintain its technology infrastructure, platforms, systems, and system components including the decommissioning and removal of end of life software and hardware prior to end-of-life date.
4. The Hotline Administrator shall maintain adequate capacity on its network during the Contract term to meet the City's usage needs
5. The Hotline Administrator shall provide a copy of its most current SOC 2 (Service Organizations Controls) compliance report and most recent network penetration test results.
6. The Hotline Administrator shall, upon City request, provide the City with a copy of City's data in a mutually agreed upon format within 60 days of contract termination.
7. The Hotline Administrator shall immediately report any breach of City's data to the City's Chief Information Officer. The report must identify all compromised and/or exposed records, sensitive data, incident details, remediation action plan, and regular progress/status updates.

## RATES AND COSTS EXHIBIT

| Agreement Term | 2022 & 2023 | 2024 | 2025 | 2026 | 2027 |
|---|---|---|---|---|---|
| Annual Subscription Fee | $6,000 USD | $6,000 USD | $6,000 USD | $6,250 USD | $6,250 USD |

Pricing above indicates a total contract value of $30,500. The annual subscription fee for the City would include:

- 6 Authorized Reviewers within The City (who will have access to review specific report categories – e.g. Fraud, Theft, Harassment, etc.);
- 10 standard Reporting Categories;
- An unlimited number of reports through multiple reporting channels (Web, Live Agent, Voicemail);
- A dedicated North American toll-free number & all usage fees;
- 24/7/365 Reviewer access to the ClearView ConnectsTM Case Management System to search for, sort, manage,and generate reports;
- Complete implementation of your organization’s profile into the ClearView system;
- A virtual dialogue capability allowing complainants to anonymously provide responses to the Reviewers’ questions and comments; and
- Reviewer training via webinar prior to the official ‘Go Live’ date.
- All else required by this Agreement and the Scope of Services Exhibit.

# INSURANCE EXHIBIT

**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 project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. ________________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

7/6/2022

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

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ 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**

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ______________
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

**COVERAGES**

LIABILITY LIMITS IN THOUSANDS $

EACH OCCURRENCE AGGREGATE

❒ GENERAL
❒ PRODUCTS/COMPLETED OPERATIONS
❒ PERSONAL & ADVERTISING INJURY
❒ FIRE DAMAGE
❒ ______________________________
❒ ______________________________

**OTHER PROVISIONS**

**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**
**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:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

❒ 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

### LIMIT OF LIABILITY

**$ ____________ per accident, for bodily injury and property damage.**

### OTHER PROVISIONS

**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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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 ____________

# EXHIBIT 1

# City of Oxnard Whistleblower Hotline Policy

## WHISTLEBLOWER PROTECTION

The City will take all appropriate steps to thoroughly evaluate any allegations of improper governmental action that are brought to its attention. No City official or employee shall take retaliatory action against any employee or member of the public who, based on a good faith belief, has made a complaint or allegation concerning improper governmental action. Any individual who files a complaint may elect to have their identity kept confidential to the extent permitted by law unless the employee waives confidentiality in writing. The City shall establish a Whistleblower Hotline in order to receive and investigate allegations of possible City Fraud, Waste, and Abuse. This policy reflects the City's ongoing commitment to support open, ethical, accountable, and transparent local government.

## Purpose

It is the purpose of this policy to 1) encourage employees and members of the public to report information concerning any allegedly improper governmental action or subsequent retaliation by the City's officers or employees by providing them protection against retaliation, and 2) reinforce the expected values and behaviors of City officials and employees because of their role as guardians of the public trust and resources.

## Procedures

The following procedures aim to ensure accountability by creating a consistent and logical method for receiving and tracking allegations received through the Whistleblower Hotline. These procedures describe how the Internal Auditor and others involved in the reporting process will handle these allegations. Additionally, the procedures lay out a risk-based approach for using the Internal Auditor's limited resources to investigate the allegations that could place the City of Oxnard at the greatest risk.

## Receiving Allegations

City staff or members of the public may submit allegations by either calling the Whistleblower Hotline's toll-free number, **1-***-***-******,** or by completing the online form located at https://www.**********. In addition, individuals may also submit allegations directly to the Internal Auditor. Any individual who
files a complaint may elect to have their identity kept confidential. The individual's identity will be kept confidential to the extent permitted by law unless the individual waives confidentiality in writing. Information can be submitted in person, over the phone, by voicemail, by e-mail, or by mail. The following provides the general procedure for receiving allegations.

### *In-Person or Phoned-In A/legations*

Persons responsible for intake of allegations should adhere to the following procedures:

1. Ask about the subject of the allegation to ensure that the complainant is reporting to the correct entity. Determine if the allegation is about a City Department, Employee, Vendor, or Contractor; or if the complaint would fall under another jurisdiction.
    - If the allegation is not related to City government (for example, it is about a State or County

Employee), refer the complainant to other relevant reporting options. See Reporting Options table. Enter the information in the Intake Log with a note about which entity the complainant was referred to.

2. If the allegation is about a City Department, Employee, Vendor, or Contractor, start a conversation with the complainant about the allegation.
3. After obtaining a basic understanding of the allegation, if the complainant had not already provided his or her name, ask for their name and contact information. Discuss the complainant's preference about remaining anonymous. Note this information on the Intake Form. Persons receiving allegations may enter notes on paper or directly into the electronic form.
4. After gathering this information, continue the conversation about the allegation. Ask the questions from the Intake Form, if appropriate. However, use your discretion to ask additional questions. The form's questions are meant to be used as a tool to aid the conversation and to solicit possible additional evidence.
5. After completing the conversation, enter/review Intake Form notes and save the file on the Investigations database.
6. Log the allegation information on the Intake Log.
7. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

### *Voicemail Allegations*

1. Listen to the voicemail.
2. Log the allegation information on the Intake Log.
3. Complete the Intake Form.
4. If necessary and contact information is available, seek additional information by using any contact information that the complainant provided.
5. If contact is made, update the Intake Form to reflect additional information.
6. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

### *E-mailed or Mailed-In Allegations*

1. Read the e-mail or letter.
2. Log the allegation information on the Intake Log.
3. Complete the Intake Form.
4. If necessary and contact information is available, seek additional information by using any contact information that the complainant provided.
5. If contact is made, update the Intake Form to reflect additional information.
6. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

### *Screening for Merit and Relevance*

The Whistleblower Hotline is open to the public at large. As such, it welcomes an expansive range of complaints. Therefore, it is important to consider, during the interview process, how the allegation may relate to waste, fraud, or abuse by the City or its Employees. To do this, intake staff should think broadly about how the provided statements could tie into a related matter. Allegations, from a cursory review, could appear to lack in merit or relevance due to a myriad of reasons. However, upon a thorough and professional evaluation, they may point to an issue that puts the City at risk, which merits further investigation. However, cases that lack merit and relevance, as determined by insubstantial statements, should be documented and closed as 'Dismissed: Does Not Appear to Have Merit' in the Whistleblower Intake Log in order to preserve Internal Auditor resources. Taking these necessary steps protects the integrity of the Whistleblower Hotline and efficiently preserves public resources for matters that have merit and relevance.

## Allegations

The Intake Log and Intake Form requires Internal Auditor staff conducting the intake to rate the priority of the complaint using "low," "medium," and "high." This method is to help the Internal Auditor prioritize its investigations by targeting overall risk to the City of Oxnard. Any allegations that are rated "medium" or "high" should be presented to the City's Internal Auditor or relevant Internal Auditor staff as soon as practicable. Those rated "low" can be discussed during periodic hotline discussions. The following provides guidance about rating allegations:

### *High Priority*

Reasons why allegations may be considered high priority include a safety concern, losses to the City of Oxnard for more or equal to $75,000, criminal activity resulting in a loss of at least $400, high-level involvement, collusion of multiple wrongdoers, a major department-wide issue, or need for immediate action to stop a potential major issue. High-priority items should be discussed immediately. In addition, addressing these items could take priority over other investigations and audits - at the Internal Auditor's discretion.

### *Medium Priority*

Allegations in this category could include a loss to the City of Oxnard for more or equal to $25,000, abuse of authority, medium to low-level employee involvement, minor department-wide issues, or patterns of small problems that could become serious in the aggregate.

### *Low Priority*

Allegations in this category could include a loss to the City of less than $25,000, isolated instances of time abuse, wasteful practices that would lead to limited gains in efficiencies if corrected, or allegations that lack credibility and evidence. The Internal Auditor would aim to investigate items in this list, but may not do so because of limited resources or if the complaint is insubstantial due to a lack of sufficient information to warrant an investigation. However, if the same or similar issues were reported multiple times, low priority items may become more of a priority.

## Allegations Covered By the Internal Auditor

The hotline is designed to promote good government by providing City employees and members of the public with a way to report allegations of fraud, waste, and abuse.

In 2009, State Law went into effect that enabled local government auditors to establish whistleblower hotlines and to provide whistleblower protections. Local auditors are authorized under California

Government Code Section 53087.6 to create whistleblower hotlines with the approval of their respective legislative bodies.

The California Government Code defines "fraud, waste, or abuse" in this context as an activity by a local government or employee "that is in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct."

The following further defines fraud, waste, and abuse:

***Fraud--*** The Association of Certified Fraud Examiners defines occupational fraud as "the use of one's occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization's resources or assets."

Some examples of possible fraud include theft of City funds or property, accepting or soliciting a bribe or kickback, falsifying payroll information, falsifying financial records to hide theft, submitting a false voucher, or using city property for non-City business.

***Waste*** **-** Waste can be intentional or unintentional and can involve unnecessary or extravagant City expenditures or misuse of City resources.

***Abuse*** **-** This is the use of an employee's position in the City to obtain personal gain for that employee or for someone else like a family member or friend.

The above definitions are meant to provide guidance, and are not meant to cover all types of allegations that will be investigated.

## Additional Definitions

**Employee** means anyone employed by the City, whether in a permanent or temporary position, including full-time, part-time and intermittent workers. It also includes volunteers and members of appointed boards or commissions, whether or not paid.

**Good faith belief** means an honest and reasonable belief based on personal knowledge.

**Improper governmental action** means any activity by a local agency or employee that is undertaken *in* the performance of the employee's official duties, including activities deemed to be outside the scope of his or her employment, that is *in* violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct.

**Retaliatory action** means any adverse change in an employee's employment status or the terms and conditions of employment resulting from an employee's complaint or allegation ofan improper governmental action based on good faith belief.

## Allegations Covered by Other City Offices

Some allegations are more appropriately investigated by other City Departments. The intent of establishing a whistleblower hotline is not to replace or limit other reporting options. Specifically, many Human Resources related issues should still be reported to the appropriate Human Resources staff. For example, labor grievances, discrimination allegations, and workers' compensation claims should be reported under the City's current procedures. Also, some callers may want to report legal issues to the City Attorney's Office, or code enforcement issues to the Development Services Department. As appropriate, the Internal Auditor will refer reporters to other City departments. However, it may also be appropriate for Internal Auditor staff to gather initial information in these areas to better understand the issues involved.

### *Internal Referrals Reporting Options:*

Human Resources Department for workers' compensation information, union grievance procedures, and environmental health and safety programs like OSHA and DOT compliance:
805-385-7590
http://hr.cityofoxnard.org/l1

Financial Resources - Risk Management for liability claims:
**805-385-7475**
http://finance.cityofoxnard.org/8/

City Attorney:
**805-385-7483**
http://cityattorney.cityofoxnard.org/l

Code Compliance Division for neighborhood code, housing and dangerous buildings, business compliance, landscape requirements, rental house standards, and anti-graffiti:
**805-385-7940**
http://developmentservices.cityofoxnard.org/Uploads/code/

Police for non-emergencies:
**805-385-7600**
https://www.oxnardpd.org/

*Reporting Options for Allegations Covered by Non-City Agencies*

| Jurisdiction | Organization | Reporting | Methods |
|---|---|---|---|
| County of **Ventura** | County Auditor-Controller | Audit Fraud Hotline | 805-644-6019<br>Audit Fraud Hotline/ County of Ventura/ 800 South Victoria/ Ventura, CA 93009-1540 |
| **State** of California | Bureau of State Audits | Whistleblower Hotline | 800-952-5665<br>Investigations/ Bureau of State Audits/ 555 Capitol Mall, Suite 300/ Oxnard, CA 95814<br>http://www.bsa.ca.gov/hotline/filecomp |
| **Consumer Complaints Against a Business** | California Office of the Attorney General | Comment/ Complaint Form | https://oag.ca.gov/contact/consumer-complaint-against-business-or-company |
| **Consumer Complaints Against a Business** | Better Business Bureau | Complaints | https://www.bbb.org/consumer-complaints/file-a-complaint/get-started |
| **California Attorneys** | State Bar of California | Complaints | 800-843-9053<br>http://www.calbar.ca.gov/Attorneys/LawyerRegulation/FilingaComplaint.aspx |
| **California Judges** | Commission on Judicial Performance | Complaints | 415-557-1200<br>http://cjp.ca.gov/file_a_complaint.htm |

## Special Circumstances

I. The Internal Auditor may receive allegations about elected officials. As the Internal Auditor does not generally have the authority to audit the City Council without their request to be audited, allegations involving these officials shall be discussed with the Internal Auditor immediately. The Internal Auditor and other City officials, if necessary, will discuss how to evaluate these types of allegations.

2. Additionally, allegations may be received about members of the Internal Auditor's staff. If such allegations occur, those receiving the allegations should report them to the Internal Auditor immediately. The Internal Auditor and any other Internal Auditor staff who become aware of the complaint will evaluate the allegation, possibly with the advice of other City staff and officials, to determine if an investigation shall be conducted by the City or by an outside entity. The Internal Auditor's staff is expected to keep the allegation confidential and not inform the individual who is the subject of the allegation. If the complaint is about the designated Internal Auditor, the individual receiving the allegation should discuss it with another staff member and possibly seek guidance from City staff or officials to determine how to proceed.

## Periodic Reporting

The Internal Auditor shall, at least every six months, report to the City Council on the allegations received through the Whistleblower Hotline, including the priority assigned and the status or disposition of each reported allegation.

### Contact Information for the Internal Auditor Appointed by the Oxnard City Council:

To be determined within three weeks of contract approval by the City Council.

# Professional Services Agreement for Whistleblower Hotline Services

Shiri Klima, Deputy City Manager
City Manager's Office

October 25, 2022
Finance and Governance Committee

## Background



- June 1, 2021 - City Council approved a third amendment to extend a consulting services agreement (No. A-7986) with Price Page and Company for whistleblower hotline services
- June 6, 2022 - City staff was notified Price Page and Company would not be able to continue with the existing contract to monitor the whistleblower program due to capacity constraints
- August 22, 2022 - the City solicited an RFP for whistleblower hotline consultant services. The City's evaluation committee selected Syntrio, Inc. and submitted a letter of intent award on September 19, 2022

## Whistleblower Hotline Services



- **The whistleblower hotline services provided by Syntrio include:**
  - ➢ Dedicated North American toll-free number & all usage fees (Syntrio can port the existing City number over to reach the Syntrio call center);
  - ➢ 10 standard reporting categories;
  - ➢ 6 authorized reviewers within the City who will have access to review specific report categories such as fraud, theft and harassment;
  - ➢ Unlimited number of reports through multiple reporting channels (Web, Live Agent, Voicemail);
  - ➢ 24/7/365 reviewer access to the ClearView Connects™ Case Management System to search for, sort, manage, and generate reports;
  - ➢ Complete implementation of the organization's profile into the ClearView system;
  - ➢ Virtual dialogue capability allowing complainants to anonymously provide responses to the Reviewers' questions and comments; and
  - ➢ Reviewer training via webinar prior to the official Go Live date.

## Whistleblower Hotline Services



- Syntrio will forward complaints related to HR or anything other than potential fraud, waste and abuse to the appropriate departments.
- All complaints related to potential fraud, waste and abuse will be sent directly to Vasquez, the City's internal auditor, who will filter the complaints in accordance with the City's Whistleblower Hotline Policy.
- Vasquez will review the complaint for priority according to the following definitions from the City's policy:
  1. High Priority: Reasons why allegations may be considered high priority include a safety concern, losses to the City of Oxnard for more or equal to $75,000, criminal activity resulting in a loss of at least $400, high-level involvement, collusion of multiple wrongdoers, a major department-wide issue, or need for immediate action to stop a potential major issue.
  2. Medium Priority: Allegations in this category could include a loss to the City of Oxnard for more or equal to $25,000, abuse of authority, medium to low-level employee involvement, minor department-wide issues, or patterns of small problems that could become serious in the aggregate.
  3. Low Priority: Allegations in this category could include a loss to the City of less than $25,000, isolated instances of time abuse, wasteful practices that would lead to limited gains in efficiencies if corrected, or allegations that lack credibility and evidence. However, if the same or similar issues were reported multiple times, low priority items may become more of a priority.

## Whistleblower Hotline Services



- The Internal Auditor will keep a running list, shared with the Chair of the Finance and Governance Committee, City Manager's office, and the City Attorney's office of the complaints as they are received.
- The Internal Auditor immediately investigates all high priority complaints and discuss the prioritization of investigating medium and low priority complaints.
- Staff from the City Manager's or City Attorney's office will present a summary of the whistleblower complaints to the Committee at least every six months, and the Internal Auditor will present investigative findings with recommendations as they occur to the Committee and Council.

## Financial Impact



- Funding in the General Fund Non-Departmental professional contract (Account 101-1001-801.-82-09) in Fiscal Year 2022-23 to cover the estimated costs for the remainder of the current fiscal year.
- Future years costs will be included in the respective budget of each Fiscal Year (2023-24, 2024-25 and 2025-26).

| Agreement Term (Calendar Year) | 2022 & 2023 | 2024 | 2025 | 2026 | 2027 | **Total Agreement** |
|---|---|---|---|---|---|---|
| Annual Subscription Fee | $6,000 | $6,000 | $6,000 | $6,250 | $6,250 | **$30,500** |

## Recommendation



That the Finance and Governance Committee recommend City Council approve and authorize the execution of Agreement No. A-8501 with Syntrio, Inc. in the amount of $30,500.00 for a duration of five years to provide whistleblower hotline services.

CITY OF OXNARD CALIFORNIA

# End of Presentation

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

**DATE:** October 25, 2022

**TO:** Finance & Governance Committee

**FROM:** Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org

**SUBJECT:** Accounting and Financial Reporting Risk Assessment Update. (10 minutes)

## RECOMMENDATION

That the Finance and Governance Committee receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to City of Oxnard Finance Policy (FPOL) 1.05, and recommend staff to forward the presentation to City Council.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/k9lNw-98efs

## BACKGROUND

The City's annual audit for Fiscal Year (FY) 2014-15 produced 111 single-audit findings. One finding identified that risk assessments need to be performed. The finding specified two types: (i) risk assessment related to accounting and financial reporting, and (ii) fraud management risk assessment.

In response to the finding, the City engaged Price Paige as Internal Auditors to complete a fraud risk assessment and to monitor operation of controls in high priority areas. These detailed reviews by external consultants were supplemented by the work of new and better trained staff across the City who identified and remediated additional issues that affected operating, reporting, and compliance objectives. In December 2021, the City completed the adoption of eight Internal Control Integrated Framework (ICIF) policies that are aimed at strengthening and improving the organization's overall control and operating environment. Financial Policy (FPOL) 1.05 City Council's Risk Assessment Responsibilities established that the City Council ensures that risk assessments are performed. In September and November 2021, the Finance and Governance Committee received training from the City's Independent Auditor, Eadie + Payne, in internal controls, compliance, and risk management.

During 2022, revisions to policies and procedures and training on the revised policies and procedures were conducted in parallel with the implementation of the City's new ERP system and the framework and plan for a targeted risk assessment for FY 22-23 were created. The targeted risk assessment is designed to focus on maintaining existing internal controls, including those controls that were put into place as a result of previous audit findings. The targeted risk assessment focuses on the following areas: Purchasing (including Vendor Master Maintenance and Purchasing Cards), Accounts Receivable / General Billing, General Ledger, Accounts Payable, Capital Assets, and Grants.

The FY 22-23 targeted risk assessment is already underway. Risk and Control Matrices (RCM) and Control

Self Assessment Questionnaires have been drafted. The next step is to conduct interviews with departments to gather responses to the questionnaires. Questionnaire responses will factor into risk ratings for each process and will drive control testing. Staff plans to return to the Finance and Governance Committee in the fall of 2023 to report the FY 22-23 targeted risk assessment results.

For FY 23-24 there is a plan to expand the risk assessment process universe to cover all City processes and perform a more comprehensive risk assessment. The comprehensive risk assessment will include process walkthroughs with staff that oversee the processes, updating (or creating, if none exists) process narratives that document the process and the controls embedded into those processes. This project will remain in-house. Staff anticipates reporting on the status of the FY 23-24 comprehensive risk assessment in the fall of 2023 during the City's annual Risk Assessment Update.

## STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

## FINANCIAL IMPACT

There is no financial impact.

*Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls*

## ATTACHMENTS

1. Accounting and Financial Reporting Risk Assessment Update Presentation

# Accounting and Financial Reporting Risk Assessment Update Presentation

## Presentation to Finance & Governance Committee

## October 25, 2022

Presented by: Jennifer Hiraoka , Senior Manager Internal Controls

CITY OF OXNARD CALIFORNIA

# Recommendation



That the Finance and Governance Committee receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to the City of Oxnard Finance Policy (FPOL) 1.05, and recommend staff forward the presentation to City Council.

# Overview, Objectives and Agenda



OVERVIEW

- In December 2021, the City of Oxnard completed the adoption of 8 Internal Control Integrated Framework (ICIF) policies, which are aimed at strengthening and improving the organization's overall control and operating environment
- Finance Policy (FPOL) 1.05 *City Council's Risk Assessment Responsibilities* established that the City Council ensures that risk assessments are performed

OBJECTIVES

- To communicate details of the City's plan for a targeted risk assessment for FY22-23 and next steps

AGENDA

- Review what a risk assessment is and why it's needed
- Present overall timeline (targeted risk assessment FY 22-23, comprehensive risk assessment FY 23-24)
- Present targeted risk assessment objectives
- Update status of targeted risk assessment and discuss next steps

# Refresher - What is a risk assessment and why is it needed?



- A risk assessment identifies and analyzes the risks facing the City as it seeks to achieve its objectives. This assessment provides the basis for prioritizing and developing appropriate internal controls to eliminate or reduce risks.
- Financial Policy (FPOL) 1.05 *City Council's Risk Assessment Responsibilities* established that the City Council ensures that risk assessments are performed.
- The City's annual audit for FY 2014-15 produced an audit finding that risk assessments need to be performed.
  - Fraud Risk Assessment
  - Accounting and Financial Reporting Risk Assessment
- In response to the finding the City engaged consultants to perform the following:
  - Fraud Risk Assessment
  - Detailed reviews of reporting and compliance risks of high priority areas

**With the implementation of a new ERP system, it is important to maintain internal controls, especially those put into place as a result of a previous audit finding.**

# The Targeted Risk Assessment Lifecycle FY 22-23 (for FY ended June 30, 2023)



| June '22 | July – Oct '22 | Oct '22 – March '23 | April - June '23 | July – Oct '23 |
|---|---|---|---|---|
| **Planning** | **Documentation Development** | **Control Testing** | **Review Assessment Results** | **Report Results and Remediation Plan (if necessary)** |
| • Define scope of assessment<br>• Identify processes<br>• Develop plan timeline<br>• Review and finalize scoping plan | • Develop Risk and Control Matrices<br>• Identify key controls<br>• Develop Control Self Assessment Questionnaires<br>• Assign risk rating | • Conduct interviews with Departments to gather responses to Self Control Assessment Questionnaires<br>• Develop test plan<br>• Test key controls<br>• Conclude on control effectiveness | • Review and finalize issues identified<br>• Identify significant issues requiring a Remediation Plan | • Work with Departments to create a Remediation Plan<br>• Prepare presentation to report results |

Start full Risk Assessment in May 2023 for FY 23-24 Risk Assessment

# The Comprehensive Risk Assessment Lifecycle FY 23-24 (for FY ended June 30, 2024)



| May - June '23<br>Planning | June – Oct '23<br>Documentation Development | Oct '23 – March '24<br>Control Testing | April - June '24<br>Review Assessment Results | July – Oct '24<br>Report Results and Remediation Plan (if necessary) |
|---|---|---|---|---|
| • ***Expand Risk Assessment Process Universe***<br>• ***Develop Risk and Control Matrices for new processes***<br>• ***Review and finalize Risk Assessment Process Universe*** | • Assign risk rating<br>• Identify processes and plan timeline for ***Quarterly Risk Assessment Activities***<br>• ***Perform Process Walkthroughs to update/create Process Narratives***<br>• Identify key controls<br>• Develop Control Self Assessment Questionnaires | • Conduct interviews with Departments to gather responses to Self Control Assessment Questionnaires<br>• Develop test plan<br>• Test key controls<br>• Conclude on control effectiveness | • Review and finalize issues identified<br>• Identify significant issues requiring a Remediation Plan | • Work with Departments to create a Remediation Plan<br>• Prepare presentation to report results |

Start full Risk Assessment in May 2023 for FY 23-24 Risk Assessment

# The targeted risk assessment primary objective is to ensure the City is maintaining internal controls



- To establish the foundation for our risk assessment, we reviewed the processes that are impacted by the ERP implementation
  - Purchasing (including Vendor Master Maintenance and Purchasing Cards)
  - Accounts Receivable / General Billing
  - General Ledger
  - Accounts Payable
  - Capital Assets
  - Grants
- To verify that the revised policies, procedures and forms include controls to mitigate the risks inherent in the processes and to assess whether controls identified through prior audit findings are still being performed, we created a Risk and Controls Matrix (RCM)
- Through testing - assess control effectiveness

# What is the status of the targeted risk assessment?



## June ‘22

### Planning

- Define scope of assessment
- Identify processes and plan timeline
- Review and finalize scoping plan

## July – Oct ‘22

### Documentation Development

- Develop Risk and Control Matrices
- Evaluate process based on Department and Department risk
- Identify key controls
- Develop Control Self Assessment Questionnaires

## Oct ‘22 – March ‘23

### Control Testing

- Conduct interviews with Departments to gather responses to Self Control Assessment Questionnaires
- Develop test plan
- Test key controls
- Conclude on control effectiveness

## April - June ‘23

### Review Assessment Results

- Review and finalize issues identified
- Identify significant issues requiring a Remediation Plan

## July – Oct ‘23

### Report Results and Remediation Plan (if necessary)

- Work with Departments to create a Remediation Plan
- Prepare presentation to report results

# Next Steps



**We will return to you in the Fall of 2023 to report the FY 22-23 targeted risk assessment results.**

# QUESTIONS?