

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
April 25, 2023
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: 813 8553 9737
3. Passcode: 939755

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-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. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR 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/](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](https://www.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 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 by 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
 - a. Follow Zoom details listed above.

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)

- 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

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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 April 11, 2023 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Information Technology Department

SUBJECT: Amendment to Information Technology Transformation Plan Execution Strategy & Roadmap Agreement #32300240 with Avasant LLC. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor execute an amendment to Avasant LLC agreement 32300240 for information technology consulting services for an additional \$130,375 resulting in a revised not-to-exceed total cost of \$279,375, required for the completion of an IT transformation plan execution strategy and roadmap on or before June 30, 2023.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/l6XIH7oEOhY>

Contact: Helen Miller, (805)385-7446

2. Information Technology Department

SUBJECT: Purchasing Authorization - Insight Public Sector Inc. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to extend Purchase Order 8481 for information technology goods and services with Insight Public Sector, Inc. by revising its expiration date from February 15, 2024, to June 30, 2026, and raising the not to exceed amount from \$770,000 to \$2,635,000 over an additional 28 month period.

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

Contact: Helen Miller, (805)385-7446

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

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

DATE: April 25, 2023

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 April 11, 2023 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 04 11 2023 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
APRIL 11, 2023

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

At 5:01 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 Assistant City Clerk called the roll and announced the posting of the agenda. Chair Zaragoza and Member Gabriel (Gabe) Teran were present in person.

Member Gabriela Basua was absent.

Staff members present in person were Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; and Dee Lai, Assistant City Clerk.

Alexander Nguyen, City Manager and Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer 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 March 28, 2023 regular meeting as presented.

It was moved by Member Teran, seconded by Chair Zaragoza, to approve the Information/Consent item as presented. VOTE: Teran and Zaragoza voted in favor; the motion carried 2-0. Member Basua was absent.

D. **REPORTS**

1. **Public Works Department**

SUBJECT: Proposed User Fees for Group Picnic Site Reservations within CFD Number 7. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council adopt a resolution establishing new user fees for two new picnic areas built within the Community Facilities District Number 7, Wagon Wheel.

Steve Howlett, Assistant Public Works Director and Anthony Miller, Finance Project Manager presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

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 5:14 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Chair



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: April 25, 2023

TO: Finance & Governance Committee

FROM: Helen Miller, Chief Information Officer, (805)385-7446, helen.miller@oxnard.org

SUBJECT: Amendment to Information Technology Transformation Plan Execution Strategy & Roadmap Agreement #32300240 with Avasant LLC. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor execute an amendment to Avasant LLC agreement 32300240 for information technology consulting services for an additional \$130,375 resulting in a revised not-to-exceed total cost of \$279,375, required for the completion of an IT transformation plan execution strategy and roadmap on or before June 30, 2023.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/l6XIH7oEOhY>

BACKGROUND

On January 31, 2023, the City executed agreement number 32300240 for a not-to-exceed amount of \$149,000 with Avasant LLC, a technology management consulting services company, for an eight-week information technology (IT) strategy and sourcing study. The objective of the study is to develop a strategy and roadmap to guide execution of the City's IT transformation and operating model plans.

The City is facing challenges in fulfilling evolving IT needs based solely on an internal staffing approach. The envisioned execution strategy will help the City identify the optimal sourcing approach to execute each element of the transformation plan and operating model including the use of software as a service (SaaS) and cloud-based solutions, third-party managed services, contractors to support short term initiatives and City employees to support high value plan elements. The execution roadmap will identify the dependencies for migrating to the identified solutions, and provide the specific short, intermediate, and long-term actions required to achieve the City's business-technology and digital transformation objectives.

Avasant's provided engagement approach consists of the following key advisory elements:

- Document and confirm key business and IT drivers and the IT transformation and operating model objectives and vision
- Document and confirm current state IT environment gaps and risks that should be addressed in the execution strategy and roadmap
- Provide future state options to optimize the City's sourcing framework for each transformation and operating model element, and build a consensus for future direction

- Define an IT Transformation Plan Execution Strategy and Roadmap

The eight-week engagement kicked off on February 1, 2023, and was scheduled to be completed by March 22, 2023; however, the City and Avasant determined that an additional five weeks are required to complete the study. The extension of time is attributed to the need for additional time for staff investigation and collection of information vital to Avasant's scope primarily due to the City's long practiced decentralized versus centralized IT model coupled with an IT staffing shortage as reflected by IT's 62% vacancy rate.

The additional five-week extension cost is \$93,125. IT is recommending an additional two-week contingency for a total seven-week cost of \$130,375 resulting in a revised not-to-exceed agreement total of \$279,375 for a completion date of on or before June 30, 2023. The additional funding covers completion of data collection, current state assessment, target systems environment and operating model, technology market scan, financial model, and strategy with roadmap.

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

The additional cost for this one-time study is included in IT's current fiscal year, FY22-23, operational budget. No further allocations are required in future fiscal years.

For Finance Use Only: Information Technology Fund (Org. 7311801, Obj. 53200)

Prepared by: Helen Miller, Chief Information Officer

ATTACHMENTS

1. Avasant Agreement
2. Avasant First Amendment 32300240
3. Presentation -Finance Governance Committee D2. Avasant 042523

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: 01/15/2023
- (2) Consultant: Avasant, Inc
- (3) Services: CONSULTING ENGAGEMENT FOR IT STRATEGY AND SOURCING
- (4) Schedule of Services: ESTIMATED 8 WEEK ENGAGEMENT TIMELINE
- (5) Agreement Ending Date: 6/30/2023
- (6) Total Agreement Amount: \$149,000
- (7) City's Project Manager: Helen Miller, Chief Information Officer
- (8) Consultant's Project Manager: Henry Guapo, Managing Partner
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Avasant LLC
1960 E Grand Ave, Suite 1050
El Segundo, CA 90245

Attn: Henry Guapo

FOR CITY:

City of Oxnard
300 W. 3rd Street, Suite 200
Oxnard, CA 93030

Attn: Helen Miller

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

henry.guapo@avasant.com

CITY'S PROJECT MANAGER:

helen.miller@oxnard.org

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

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

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. Except as set forth in a Statement of work, payment of undisputed invoices shall be due within forty-five (45) days from the invoice date.
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. Each party's total cumulative liability for all claims arising under this Agreement shall be limited to direct damages, and shall not exceed, in the aggregate for all claims, the fees paid or payable to Consultant hereunder. Neither party shall be liable to the other party or any third party for any indirect, special, punitive, incidental or consequential damages arising hereunder (including loss of profits, personal injury or property damage claims), even if such party has been advised of the possibility of such damages. For clarity, the damages limitations set forth in this Section shall not apply to undisputed fees payable hereunder.

b. 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 Indemnites 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.

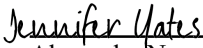
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. Binding Agreement. The parties do not intend this Agreement to be 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.
38. Electronic Signatures. The parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

Agreement No. 32300240

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**AVASANT, LLC**

DocuSigned by:

Alexandra Nguyen,¹

City Manager

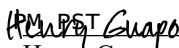
Jennifer Yates

Purchasing Manager

1/31/2023 | 12:07 PM PST

Date

DocuSigned by:

Henry Guapo, Partner²

1/16/2023 | 9:24 AM PST

Date



Ravi Mahalingam, Partner

1/20/2023

Date

ATTEST:

Rose Chaparro, CITY Clerk
(only if Mayor authorizes)

Date

APPROVED AS TO FORM:

DocuSigned by:

Stephen M. Fischer, City
Attorney

1/30/2023 | 11:03 AM PST

Date

¹ The City Council must authorize any agreement over \$200,000 annually. The City Manager may authorize any agreement over \$100,000 up to \$200,000 annually. The Purchasing Agent may authorize any agreement up to \$100,000 annually. All agreements shall be executed by the Purchasing Agent.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 10th day of April 2023, by and between the City of Oxnard, a municipal corporation (“City”), and Avasant Inc. (“Avasant” or “Vendor”). This First Amendment amends the Agreement entered into on January 15, 2023, by City and Vendor.

City and Vendor agree as follows:

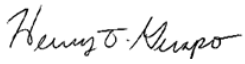
1. The service period outlined in the Project Timeline & Professional Fees section of the Agreement is extended by an additional five week period to complete the assessment plus an additional maximum two week contingency period.
2. The professional fees will be calculated at the same discounted weekly fee of \$18,625 per Project Week, which is defined as a seven-day block of time. For example, if the work begins on a Wednesday, each Wednesday to Tuesday period will be one Project Week. All work performed during any Project Week or a fraction thereof will incur a charge of an entire Project Week, except for the final Project Week, as noted in this paragraph. As it relates to this Amendment, for the final Project Week, Vendor shall invoice the City on a daily pro-rated basis for actual time spent, based on the previously established weekly rate as set forth above.
3. Except as stated in Paragraph 2 above, Vendor will bill City the weekly fee for each incremental Project Week where Avasant performs work for this project. Unused weeks will not be billed.
4. The previous not to exceed amount of this agreement is increased by an additional \$130,375 to a total of \$279,375.
5. The parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
6. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

AVASANT, INC

☐ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager



Henry Guapo, Partner 4/11/2023
Date



Ravi Mahalingam, Partner 4/11/2023
Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney

Project Change Request

Date of Request: 3/15/23

Client: City of Oxnard

Agreement No.: 32300240

Services: CONSULTING ENGAGEMENT FOR IT STRATEGY AND SOURCING, dated 1/31/2023

Requestor: David Gallup, Director & Project Manager, Avasant (Consultant)

Change Request Description: Based on the terms of the Agreement as shown below, Avasant is requesting a fees extension for an additional 7 weeks of time required to complete the scope of work as defined in the initial Scope of Services Exhibit to the above-referenced Agreement. The additionally sought fees are based on 7 weeks of time, at the weekly discounted rate of \$18,625 per week.

This Change Request seeks an additional \$130,675 to the Total Agreement Amount of the Agreement, which represents Consultant's best estimate as to the amount of time required to complete the Tasks enumerated in the Agreement, given the current status of the project.

With the exception of the final Project Week, for all weeks after the initial 8 weeks that were estimated for this project, Consultant will charge the City of Oxnard on a weekly basis at the above-referenced rate, until the project is completed, but in no case to exceed the amount of the initial Agreement fees plus the extension fees sought through this Project Change Request. Consultant will only charge and invoice the City of Oxnard for the number of weeks required to complete the project; i.e. although seven weeks of additional time is being added with this amendment, Avasant will not charge the City for unused weeks 6 and 7 if the project concludes at any time within week 5.

Project Timeline & Professional Fees – Phase 1

Task	Weeks	1	2	3	4	5	6	7	8	9	10
1.1 Program Planning and Kickoff											
1.2 Data Collection and Interviews											
1.3 Current State Assessment											
1.4 Financial Model											
1.5 Scenario Analysis											
1.6 Market Scan											
1.7 Strategy & Roadmap											

Engagement Description	Estimated Duration	Std Rate per week	Discounted Rate	Fees
IT Transformation Plan Execution Strategy and Roadmap	8 weeks	\$35,000	\$18,625	\$149,000

Pricing Terms
- Avasant team will willing to travel as required - Client will be billed separately for all travel and expenses per client policies at actuals if travel is required - Pricing is exclusive of applicable taxes (VAT etc.) - Avasant will invoice monthly. The durations stated above are estimates and may change based on the actual scope of work and agreed project plan - Avasant's preferred payment term is within 30 days of invoice submission - Any client-approved extensions will be charged at the Preferred Client Discounted Rate - Client may suspend or terminate the engagement with 2 weeks' notice

Amendment to IT Transformation Plan Execution Strategy & Roadmap Agreement #32300240 with Avasant LLC

Finance & Governance Committee

April 25, 2023

Helen Miller, Chief Information Officer

That the Finance and Governance Committee:

Recommend that City Council approve and the Mayor execute an amendment to Avasant LLC agreement #32300240 for information technology consulting services for an additional \$130,375, resulting in a revised not-to-exceed total cost of \$279,375, for the completion of an IT transformation plan execution strategy and roadmap on or before June 30, 2023.

- Executed agreement with Avasant, a technology management advisory services company, Jan 2023
 - Develop IT strategy & sourcing study
 - Guide execution of City's IT transformation & operating model plans
- Key Advisory Elements
 - City Depts' & IT's drivers
 - IT transformation & operating model objectives and vision
 - Current state IT environment gaps & risks to address
 - Future state options optimizing City sourcing framework for each element
 - IT transformation plan execution strategy & roadmap

- City challenges - fulfilling evolving IT needs based solely on internal staff approach
- Identify optimal sourcing approach for each element of plan; e.g.
 - Software as a service (SaaS)
 - Cloud-based solutions
 - Third party managed services
 - Contractors to support short term initiatives
 - City employees to support high value plan elements
- Identify dependencies for moving to identified solutions
 - short, intermediate, long term actions => achieve City digital / tech goals

- Eight week engagement (2/1/23 to 3/23/23)
- Requires estimated additional five weeks to complete
- Plus staff recommends two weeks contingency
- Why?
 - More time for staff investigation & data collection
 - Drivers: City decentralization of IT and IT high vacancy rate at 62%
- Revised completion date is on or before June 30, 2023
- Allows for completion of:
 - Data collection
 - Current state assessment
 - Target systems environments & operating model
 - Technology market scan
 - Financial model
 - Strategy with roadmap

Projected expenditures for Avasant advisory services

Category	Cost
Professional services agreement (2/1-3/23/23)	\$149,000
Amendment, add 5 weeks	\$93,125
Contingency, add 2 weeks	\$37,250
TOTAL – not to exceed through 6/30/23	\$279,375

Funds for these expenditures is budgeted in the IT Department's current fiscal year, FY 22-23. No further allocations are required in future fiscal years.

That the Finance and Governance Committee:

Recommend that City Council approve and the Mayor execute an amendment to Avasant LLC agreement #32300240 for information technology consulting services for an additional \$130,375, resulting in a revised not-to-exceed total cost of \$279,375, for the completion of an IT transformation plan execution strategy and roadmap on or before June 30, 2023.



QUESTIONS



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: April 25, 2023

TO: Finance & Governance Committee

FROM: Helen Miller, Chief Information Officer, (805)385-7446, helen.miller@oxnard.org

SUBJECT: Purchasing Authorization - Insight Public Sector Inc. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to extend Purchase Order 8481 for information technology goods and services with Insight Public Sector, Inc. by revising its expiration date from February 15, 2024, to June 30, 2026, and raising the not to exceed amount from \$770,000 to \$2,635,000 over an additional 28 month period.

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

BACKGROUND

The City's current computer network infrastructure, consisting of 200+ physical network components, supports the delivery of services to residents across 27 sites. The average age of the City's network equipment is approximately five years with the oldest at nine years of age. The useful life of network components typically ranges from five to seven years; therefore, the City has extended and responsibly optimized its initial investment in these products.

Since the last City Council approval, which was on February 15, 2022, for a two-year purchase order in the amount of \$770,000 with Insight, IT Department staff replaced a portion of the City's oldest and non-vendor supported network equipment with modern hardware. In the 14 months since that approval, the average equipment age across the City has been reduced from 6 years to 5 years, a 17% improvement. Major upgrades were completed for network systems at the City Hall Annex building, Public Works Administration building, the Main Library, Wastewater facilities, Fire Administration building, Emergency Operations Center, multiple fire stations (1, 6 and 7), Fleet administration offices, and the City Attorney's office. Along with these hardware upgrades, new cyber security software was implemented to further protect the City from cyber threats and malicious attacks. Lastly, staff was able to sustain the City's existing network licenses and maintenance agreements thus entitling the City to vendors' most up to date enhancements and security features. Because of these accomplishments and their associated costs, staff is returning to Council ten months earlier than anticipated to seek authorization for additional funds so that IT may continue to update and sustain the critical network infrastructure enabling City departments' operations and the delivery of resident services.

To date, purchases from Insight, under blanket purchase order 8481, total approximately \$490,000. Staff estimates that it will need additional funding of \$650,000 through June 30, 2024, to maintain licenses and continue replacing and upgrading end of life network components. Maintaining the City's network is a continuous two step process of (1) consistently replacing aging and unsupported equipment; and (2) expanding the capabilities of the network as usage increases from the growing needs of residents and businesses looking for additional services from the City. For example, with increased functionality of the Tyler ERP system that will allow residents and businesses to conduct transactions electronically with the City, the foundational strength of the network infrastructure throughout City offices becomes very important to ensure operations are handled securely and reliably. Systems that ensure public services can be rendered effectively, such as Police or Fire response, require a strong network framework running modern reliable equipment that are vendor or manufacturer supported.

This new requested purchase authorization with Insight Public Sector will enable continued progress by supporting the refresh and replacement of existing obsolete network components, software maintenance and security support essential for City services. In anticipation of these costs related to maintaining and upgrading the City's foundational network infrastructure, staff requests authorization to extend the blanket purchase order through June 30, 2026, and thus raising the not to exceed amount to \$2,635,000, which is an increase of \$1,865,000 over a 28 month period through June 30, 2026, allocated approximately as follows:

Description	Estimate Expenditures through FY 24 2/15/22 - 6/30/24	FY 24-25 Estimate 7/1/24 - 6/30/25	FY 25-26 Estimate 7/1/25 6/30/26	Total
Annual maintenance support	\$500,000	\$250,000	\$250,000	\$1,000,000
Network infrastructure improvements (modernize/replace)	\$640,000	\$400,000	\$400,000	\$1,440,000
Contingency (10%)	\$65,000	\$65,000	\$65,000	\$195,000

Total	\$1,205,000	\$715,000	\$715,000	\$2,635,000
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A ten percent contingency is included in anticipation of continued cost increases, an increase in City departments' demand for IT services to support business process improvements (including the current ERP implementation), and unforeseen remediation and/or emergency equipment replacements.

Staff continues to compare pricing for its networking equipment and services from various sources. Specifically, as it relates to the City's standardization on Cisco network equipment, Insight Public Sector has been assigned as our preferred provider by Cisco and is the technology value added reseller authorized in the City's network infrastructure vendor agreement. Insight offers access to competitive public purchase agreements such as Omnia (formerly US Communities), National IPA Technology Solutions, and NASPO ValuePoint. The City is purchasing under the Omnia Partners Public Sector Contract No. 4400006644 purchasing group.

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

The annual cost for keeping up-to-date software licensing and maintenance agreements for the City's current network hardware and security software purchased through Insight is approximately \$250,000. The annual cost of replacing and meeting City departments' network hardware needs is expected to be approximately \$400,000. The IT Department's annual budget currently includes the necessary funds to cover these expenditures. Extending this purchase order through the end of fiscal year 2025-26 will allow the IT Department to meet its network-related obligations as well as plan for future updates and upgrades.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. PO 8481 Insight Public Sector
2. Presentation Finance Governance Committee 04-25-23 D3



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

**PURCHASE
ORDER NO.
008481**

DATE: 1/28/2022

VENDOR PHONE: (800)934-4477
VENDOR FAX: () -
VENDOR #: 21221
VENDOR ADDRESS: INSIGHT PUBLIC SECTOR, INC. **SHIP TO:** MULTIPLE LOCATIONS
6820 S. HART AVE
TEMPE, AZ 85283- 2
LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/28/2022			00/00/0000	JOSH WELLS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

INFORMATION TECHNOLOGY COMPUTER INFRASTRUCTURE

Effective date: 02/15/2022
Expiration date: 02/14/2024
Not to exceed: 770,000.00

COUNCIL APPROVED 2/15/22, AGENDA ITEM NO. L3
FINANCE & GOVERNANCE COMMITTEE APPROVED 1/25/22
NSS 21-160

TOTAL PURCHASE AMOUNT

\$770,000.00

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

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

AUTHORIZED SIGNATURE.

John C. Zaragoza, Mayor

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



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

**PURCHASE
ORDER NO.
008481**

DATE: 1/28/2022

VENDOR PHONE: (800)934-4477
VENDOR FAX: () -
VENDOR #: 21221
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DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/28/2022			00/00/0000	JOSH WELLS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

Purchasing Authorization - Insight Public Sector Inc.

Finance & Governance Committee

April 25, 2023

Helen Miller, Chief Information Officer

That the Finance and Governance Committee:

Recommend that the City Council approve and authorize the Mayor to extend Purchase Order 8481 for information technology goods and services with Insight Public Sector, Inc. by revising its expiration date from February 15, 2024 to June 30, 2026 and raising the not to exceed amount from \$770,000 to \$2,635,000 over an additional 28 month period

The City's computer network infrastructure, comprised of 200+ physical components, supports the delivery of resident services across 27 city sites.

Network Refresh

- Since Oct. 2019 average equipment age has been reduced from 12 years down to 5 years; however oldest components ~9 years old
- Useful equipment life of this equipment is typically 5-7 years
- Obsolescence introduces business continuity and cyber risks
- Since Feb 2022, upgrade strategy has embraced:
 - Current, modern network design/architecture concept that is fully-supported by manufacturer
 - Architecture that's scalable, resilient, agile, secure, efficient and expandable for evolving technology standards
 - Automated City network services & internal controls reducing errors and administrative overhead

A blanket purchase authorization provides flexibility for the City's short and long term business-technology success

- Insight Public Sector, Inc is the technology value added reseller authorized in City's network infrastructure vendor agreement
- Insight offers access to competitive public purchase agreements
- Council approved PO 8481 in Feb 2022 for a 2-year \$770,000 authorization that allowed the IT Department to use Insight for:
 - Network equipment
 - Infrastructure operations system software
 - Associated maintenance and support agreements
 - Infrastructure operations professional services

Work Performed by IT Staff since February 2022

- Staff is returning to council 10 months earlier than anticipated to provide an update of accomplishments and seek additional time and spending authorization
- Replaced network hardware and/or associated systems software at:
 - City Hall Annex building
 - Public Works Administration building
 - Main Library
 - Wastewater facilities
 - Fire Administration building
 - Emergency Operations Center
 - Fire stations 1, 6 and 7
 - Fleet administration offices
 - City Attorney's office

Scope of Work

- Extension of PO time and NTE spending authorization will allow for scheduled replacements and a contingency for unforeseeable needs in times of crisis – both man-made and natural
- Cost includes license, maintenance, software updates, and associated infrastructure operations professional services for network to run optimally and to be protected from malicious threats
- Provides continued network refresh and minor upgrades for all facilities through the City's work locations
- This renewal adds \$1,865,000 over the next 28 month period through June 30, 2026 for a total NTE of \$2,635,000

Actual and projected expenditures by category with vendor since Feb 2022 through 7/30/26

Description	Estimated Expenditures through FY 24 2/15/22 - 6/30/24	FY 24-25 Estimate 7/1/24 - 6/30/25	FY 25-26 Estimate 7/1/25 - 6/30/26	Total
Annual maintenance support	\$500,000	\$250,000	\$250,000	\$1,000,000
Network infrastructure improvements (modernize/replace)	\$640,000	\$400,000	\$400,000	\$1,440,000
Contingency (10%)	\$65,000	\$65,000	\$65,000	\$195,000
Total	\$1,205,000	\$715,000	\$715,000	\$2,635,000

These expenditures are paid out of the IT Department's hardware and software replacement funds allocated in its current and future operational budget

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QUESTIONS