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
COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
November 14, 2023
Regular Meeting - 6:45 to 8:15 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 816 2495 5433
3. Passcode: 930259

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/**.

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 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.

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 Community Services, Public Safety, Housing & Development Committee approve the minutes of the September 12, 2023 regular meetings as presented.

Contact: Dee Lai, (805) 385-8200

D. REPORTS

1. Fire Department

SUBJECT: MOA Agreement Between the City of Oxnard Fire Department and Oxnard Union High School District (5 minutes).

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to enter into a Memorandum of Agreement between the City of Oxnard Fire Department and Oxnard Union High School District for an after-school program to introduce high school students to fire service.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/UFUceHpT26A

Contact: Alexander Hamilton, (805) 385-7700

2. Fire Department

SUBJECT: Authorize Blanket Purchase Order for Stryker Sales, LLC in a Not to Exceed (NTE) Amount of $400,000 through June 30, 2024 (10 minutes).

RECOMMENDATION: The Community Services, Public Safety, Housing & Development

Committee recommends that the City Council authorize the Mayor to execute Blanket Purchase Orders (BPO) with Stryker Sales, LLC for a total amount NTE $400,000 for the purchase of grant-funded automatic chest compression systems and other routine operational expenses.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/U34XITAkPzU
Contact: Alexander Hamilton, (805) 385-7700

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: November 14, 2023

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Dee Lai, Assistant City Clerk, (805) 385-8200, dee.lai@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the September 12, 2023 regular meetings 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: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. 09 12 2023 CSPSHD Minutes

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
September 12, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing and Development Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Interim City Clerk called the roll and announced the posting of the agenda. Chair MacDonald, Member Zaragoza and Member Oscar Madrigal were present in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Roberto Salazar, Mario Hernandez, Joel Romero Sanchez, Jose Tapia, and Martha Centero.

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the July 25, 2023 regular meetings as presented.

It was moved by Member Madrigal, seconded by Member Zaragoza, to approve the Information/Consent item as presented. VOTE: Madrigal, Zaragoza, and MacDonald voted in favor. The motion passed 3-0.

D. REPORTS

1. City Manager Department
   SUBJECT: Consideration of the Concept to Transform the Carnegie Art Museum into the Carnegie Arts Center. (10 minutes)
   RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee:

   1. Receive the report on the consideration to transform the Carnegie Art Museum into the Carnegie Arts Center.
   2. Discuss any additional items or questions the Committee needs for this consideration, and determine if this item needs to return to Committee; or
   3. Forward this item to the City Council for further discussion.

Alex Nguyen, City Manager was available to answer the committee's questions. Public comments were received from Kerry Roscoe, Joe Rund, Amy Cherot, Al Reta, Cesar Perez, Tom Murphy, Suki Sir, Doranda Martin, and Pat Brown. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to bring the item back to the committee at a future date for further discussion. VOTE: Madrigal, Zaragoza, and MacDonald voted in favor. The motion passed 3-0.

2. Fire Department

SUBJECT: Paramedic/Emergency Medical Technician (EMT) Student Education Agreement (Field Internship) with Ventura County Community College District. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Economic Development Committee recommend that the City Council authorize the City Manager to enter into a Paramedic/ Emergency Medical Technician (EMT) student education agreement (field internship) with the Ventura Community College District for a five-year term at no cost.

John Colamarino, Assistant Fire Chief, was available to answer the committee's questions. No public comments were received. Discussion ensued among the committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the recommended action as presented. VOTE: Madrigal, Zaragoza, and MacDonald voted in favor. The motion passed 3-0.

3. Police Department

SUBJECT: Fifth Amendment with Speak Write, LLC. for Transcription Services. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommends that the City Council approve and authorize the Mayor to execute a Fifth Amendment to the Trade Services Agreement for Speak Write, LLC. increasing the not to exceed value from $200,000 to $275,000 and extending the contract to June 30, 2025.

Beth Ward, Police Records Manager, was available to answer the committee's questions. No public comments were received. Discussion ensued among the committee and staff.

It was moved by Chair MacDonald, seconded by Member Madrigal, to approve the recommended action as presented. VOTE: Madrigal, Zaragoza, and MacDonald voted in favor. The motion passed 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 MacDonald adjourned the meeting at 7:53 p.m.

_____ _____

DEE LAI
Interim City Clerk

BRYAN A. MACDONALD
Chair

CITY OF OXNARD CALIFORNIA

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: November 14, 2023

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: MOA Agreement Between the City of Oxnard Fire Department and Oxnard Union High School District (5 minutes).

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to enter into a Memorandum of Agreement between the City of Oxnard Fire Department and Oxnard Union High School District for an after-school program to introduce high school students to fire service.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/UFUceHpT26A

BACKGROUND

In May 2022, the Oxnard Fire Department released a 5-year strategic plan. One of the six identified goals is related to recruitment and investing in strategies aimed at hiring more women and Oxnard community members as Firefighters. To accomplish this goal, the Fire Department seeks to foster partnerships with existing community organizations and develop partnerships with local high schools. The desired outcome is a fire department that reflects and represents the diverse Oxnard community it serves.

DISCUSSION

This partnership adds to the myriad of programs that the Oxnard Union High School District offers their students. Historically, these programs have been known as "after-school" programs. However, the program we have developed involves five weekends of instruction, providing students with 60 hours of training and five high school credits towards graduation.

The program will target juniors and seniors and will be modeled after our successful Fire Explorer Post curriculum. The program will include a field trip to the Oxnard College Fire Technology Campus to encourage students to continue their fire service education.

Students who excel in the program will be invited to become Oxnard Fire Department Explorers. This will allow them to participate in ride-alongs and respond to emergency calls for service. There are also explorer drill days and the statewide Fire Explorer Muster competition.

The Oxnard Fire Department is planning to launch the first cohort in January 2024.

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

The cost to the Fire Department for the training hours over the five weekends is estimated at $20,000 in overtime. This is included in the FY2023-24 adopted Fire Department budget in the General Fund

Prepared by: Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS

1. MOA for After-School Fire Tech _ The City of Oxnard Fire Department and Oxnard Union High School District
2. PowerPoint MOA Agreement Between the City of Oxnard Fire Department and Oxnard Union High School District (1)

OXNARD UNION HIGH SCHOOL DISTRICT

OXNARD FIRE DEPARTMENT

Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is made and entered into effective upon the date signed by the parties: the CITY of Oxnard ("CITY"), a municipal corporation, and Oxnard Union High School District, hereinafter referred to as "OUHSD."

RECITALS

WHEREAS, OUHSD is preparing students for college, career, and life success;

WHEREAS, OUHSD is committed to providing students with opportunities for career exploration in fire and public safety;

WHEREAS, the City of Oxnard, through the Oxnard Fire Department ("CITY"), supports youth career exploration;

WHEREAS, the CITY aims to promote fire safety awareness and provide career exploration opportunities for students in collaboration with the OUHSD;

WHEREAS, the CITY and OUHSD desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, considering the mutual promises hereinafter set forth, the CITY and OUHSD agree as follows:

I. SCOPE OF SERVICES

A. The CITY shall provide students up to 60 hours of career exploration opportunities in fire and public safety each school semester through after-school program activities.
B. CITY shall provide OUHSD with a list of activities/presentation topics students will learn for promotion and marketing purposes.
C. CITY shall provide OUHSD with an attendance roster verifying the number of hours each student completed in the program. Upon successful completion of 60 semester hours, OUHSD students will receive five career exploration elective credits.
D. OUHSD will work with CITY to ensure that the parent/guardian of the participating student completes any necessary paperwork required for participation in the program.
E. CITY will make arrangements with OUHSD for transportation/field trip needs, should activities include field trips to other related work-based learning sites.
F. No student shall be assigned tasks or duties that a regular CITY employee normally performs.
G. To the extent permissible by law, CITY shall treat as confidential all information relating to students and all records and information accessed while providing services under this

Agreement. Except as required by law or court order, CITY shall not disclose to any third person or entity any confidential or private information regarding a student without the written consent or authorization of that student's parent or legal guardian.

I. COMPENSATION AND PAYMENT

CITY will provide the staff and facility required to carry out each session of the program with no fee to OUHSD or its students.

II. TERM

This Agreement shall be effective from the date signed by both parties and shall continue for a three-year period unless extended by written consent of both Parties.

III. COMPLIANCE WITH LAWS

CITY and OUHSD shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

IV. STATUS OF CONTRACTOR

A. It is understood and agreed that CITY (including CITY employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CITY-assigned personnel shall not be entitled to any benefits payable to employees of OUHSD. CITY is an independent contractor that provides services to students of OUHSD with no fee to the OUHSD or its students.

B. Attorneys' Fees: If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding.

C. It is understood and agreed by the parties hereto that all personnel employed by CITY shall be entirely and exclusively under the direction, supervision, and control of the CITY. All terms of employment, including schedule, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by CITY.

IV. ASSIGNMENT

Neither party may assign or delegate this Agreement without the prior written consent of the other party.

V. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both parties, and the Agreement and its provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

VI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, the parties agree to binding arbitration to settle the dispute prior to any civil litigation, pursuant to the laws of the State of California, once the informal resolution process has been exhausted.

VII. TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.

VIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract and full understanding between CITY and OUHSD regarding the subject matter of this Agreement. Any other agreements, whether oral or written, between CITY and OUHSD regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement. This Agreement is intended to be comprehensive as an integrated agreement containing all of the understandings and contractual obligations of the parties regarding these issues.

IX. EXECUTION IN COUNTERPARTS, ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

Signatures transmitted by facsimile shall be deemed original signatures.

This Agreement may be executed by either or both Parties via electronic signature, which shall have the same force and effect as a wet signature.

X. ADDITIONAL PROVISIONS

The additional provisions attached hereto in Exhibit A and Exhibit B are part of this Agreement and incorporated herein by reference.

XI. NOTICE INFORMATION

A. Any notices to the CITY shall be delivered by mail addressed to:

Oxnard Fire Department
Alexander Hamilton
Fire Chief
360 West Second Street
Oxnard, CA 93030

B. Any notice to OUHSD shall be delivered by mail addressed to:

Oxnard Union High School District
Dr. Tom McCoy, Superintendent
1800 Solar Drive
Oxnard, CA 93030

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as the day and year first written below.

CITY OF OXNARD

By: _____ Date _____
John C. Zaragoza, Mayor

ATTEST:

By: _____ Date _____
Rose Chaparro, City Clerk

APPROVED AS FORM:

By: _____ Date _____
Stephen M. Fischer, City Attorney

OXNARD UNION HIGH SCHOOL DISTRICT

By: _____ Date _____
Dr. Tom McCoy
Superintendent, Oxnard Union High School District

OXNARD UNION HIGH SCHOOL DISTRICT

CITY OF OXNARD

EXHIBIT A

Mutual Indemnification and Coverage Obligations between the Oxnard Union High School District (OUHSD) and Oxnard Fire Department (CITY)

Indemnification: To the fullest extent allowed by law, OUHSD shall defend, indemnify, and hold harmless CITY and its elected and appointed officials, directors, officers, agents, employees, volunteers, or guests against any claim or demand arising from any actual or alleged act, error, or omission by OUHSD or its elected and appointed officials, directors, officers, agents, employees, volunteers, or guests.

To the fullest extent allowed by law, CITY shall defend, indemnify, and hold harmless OUHSD and its elected and appointed officials, directors, officers, agents, employees, volunteers, and guests against any claim or demand arising from any actual or alleged act, error, or omission by CITY or its directors, officers, agents, employees or guests.

Insurance/Coverage: The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement, commercial general liability, premises liability, automobile liability (owned, not-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverage. To the full extent of the Parties' respective indemnity obligations, but only up to the agreed limit of liability set forth below, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnities.

Limits of Insurance/Coverage: OUHSD and CITY agree to purchase and/or maintain through the duration of this agreement and for a period of no less than one (1) year(s) thereafter, insurance or liability coverage (such as liability coverage provided by a Join Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence and $2,000,000 in the aggregate.

Each Party also represents that for the period of this agreement, they will purchase and maintain any insurance or liability coverage as required by law or regulation, including workers' compensation coverage. With respect to such required coverage, each Party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

OXNARD UNION HIGH SCHOOL DISTRICT

COMMUNITY CLASSROOM NON-PAID STUDENT INTERNSHIP

EXHIBIT B

PROGRAM AGREEMENT

This Program Agreement (the "Agreement") is made and entered into on September 12, 2023 by and between Oxnard Union High School District (hereinafter referred to as "Local Educational Agency" or "LEA") and the City of Oxnard through the Oxnard Fire Department (hereinafter referred to as "Business Partner").

Oxnard Fire Department Business Partner	Oxnard Union High School District School
Kevin Todd / Alex Hamilton Business Partner Liaison Name	Teresa Telles / Monica Phillippe School Contact Name
805-385-7700/805-513-3012 Telephone Number	805-487-7582/805-278-1607 Telephone Number
kevin.todd@oxnard.org/alexander.hamilton@oxnard.org E-mail Address	teresa.telles@oxnardunion/monica.phillippe@oxnardnion.org E-mail Address
360 W. Second St. Street Address	1800 Solar Drive Street Address
Oxnard, CA 93030 CITY, State, Zip code	Oxnard, CA 93030 CITY, State, Zip code

PROGRAM

Utilize the facilities and equipment of a public agency or private business to provide students the opportunity to expand competencies developed in a career technical course in unpaid on-the-job experiences. Competencies to be taught are found on Attachment 1, Competencies, attached hereto and incorporated by this reference.

2023-24 School Year	September 12, 2023 Beginning Date of Program	Continue Annually, per MOU Ending Date of Program
60 hours per semester Hour(s) of Program	360 W. Second Street, Oxnard, CA 93030 Business Partner Location	Fire Station 1 Business Partner Department

CONDITIONS. Business Partner will have no obligation to provide the program until LEA returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The LEA and Business Partner agree the relationship created by this Agreement is that of independent parties. In performing the program, the LEA and Business Partner shall be, and at all times are, independent and not partners, joint venturers, agents, or employees of the other party, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

COMPLIANCE WITH LAWS. Business Partner hereby agrees that Business Partner, officers, agents,

employees, shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to, minimum wages laws and/or prohibitions against discrimination.

All statutes and regulations applicable to minors in employment relationships apply to community classroom internship programs.

Compliance with laws includes California Code of Regulations Title 8, Section 3203, Injury and Illness Prevention Program, Section 3205, COVID-19 Prevention Program, and all other applicable safety and health regulations.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Business Partner represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

DISPUTE RESOLUTION

All matters pertaining to this Agreement shall be discussed by the two (2) Contacts listed above. The discussion will be a collaborative effort to resolve any dispute that has arisen.

If the collaborative discussion fails to reach a conclusion, the parties agree that they will submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys' Fees, the cost of the mediator shall be borne equally by the parties.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such actions or proceeding.

INDEMNIFICATION.

Business Partner agrees to defend, indemnify, and hold harmless LEA, its officers, agents, employees, volunteers and/or students from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Business Partner or those of any of its officers, agents, employees, or student teacher(s) or intern(s) of the Business Partner, whether such act or omission is authorized by this Agreement or not. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the LEA or any of its officers, agents, employees, volunteers and/or students.

LEA agrees to defend, indemnify, and hold harmless Business Partner, its officers, directors, agents, and/or employees, from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the LEA or those of any of its officers, agents, employees, volunteers and/or students of the LEA, whether such act or omission is authorized by this Agreement or not. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the Business Partner or any of its officers, agents, employees, volunteers and/or students.

This Indemnification shall survive the closing or termination of this agreement.

INSURANCE.

1. LEA shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate

   LEA shall procure and maintain, during the term of this Agreement, Workers' Compensation insurance, or self-insurance, as required by California law, on all of its student interns engaged in non-paid work related to the performance of this Agreement. LEA shall procure and maintain Employers' Liability insurance coverage of $1,000,000.

2. Business Partner, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

   a. Commercial General Liability Insurance. Business Partner shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amount of $1,000,000 per occurrence and $2,000,000 aggregate.

      Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

   b. Other Coverages as Dictated by the LEA. Business Partner shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate.

   c. Certificates of Insurance. Business Partner shall provide certificates of insurance to LEA as evidence of insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before the commencement of the services under this agreement.

   d. Business Partner's Commercial General Liability insurance and Abuse and Molestation coverage shall name the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.

      1. General Liability: CG 20 26 10 01

   e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the LEA.

   f. Insurance written on a "claims made" basis is to be renewed by the Business Partner and all Business Partner subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Business Partner for all claims made.

   g. Failure to Procure Insurance. Failure on the part of the Business Partner, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.

NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the Lease Agreement and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

AUTHORITY. Business Partner represents and warrants that Business Partner has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

COUNTERPART EXECUTION: ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms.

Business Partner Administrator	Signature	Date

SITE AGREEMENT

Site Administrator	Signature	Date

LOCAL EDUCATIONAL AGENCY APPROVAL

LEA Administrator	Signature	Date

MOA Agreement Between the City of Oxnard Fire Department and Oxnard Union High School District

Alexander Hamilton, Fire Chief

CITY OF OXNARD CALIFORNIA

Recommendation

The Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to enter into an Memorandum of Agreement between the City of Oxnard Fire Department and Oxnard Union High School District for an after-school program to introduce high school students to the fire service.

Background

- In May 2022, the Oxnard Fire Department released a 5-year strategic plan. One of the six identified goals is related to recruitment and investing in strategies aimed at hiring more women and Oxnard community members as Firefighters.

- To accomplish this goal, the Fire Department seeks to foster partnerships with existing community organizations and develop partnerships with local high schools. The desired outcome is a fire department that reflects and represents the diverse Oxnard community it serves.

Discussion

- This partnership adds to the myriad of programs that the Oxnard Union High School District offers their students.

- Historically, these programs have been known as "after-school" programs. However, the program we have developed involves five weekends of instruction, providing students with 60 hours of training and five high school credits toward graduation.

Discussion

The program will target juniors and seniors and will be modeled after our successful Fire Explorer Post curriculum.

Students who excel in the program will be invited to become Oxnard Fire Department Explorers.

Discussion

The Oxnard Fire Department is planning to launch the first cohort in January 2024.

Financial Impact

The cost to the Fire Department for the training hours over the five weekends is estimated at $20,000 in overtime. This is included in the Fiscal Year 2023-2024 adopted Fire Department budget in the General Fund.

CITY OF OXNARD CALIFORNIA

Questions?

CITY OF OXNARD CALIFORNIA

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: November 14, 2023

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: Authorize Blanket Purchase Order for Stryker Sales, LLC in a Not to Exceed (NTE) Amount of $400,000 through June 30, 2024 (10 minutes).

RECOMMENDATION

The Community Services, Public Safety, Housing & Development Committee recommends that the City Council authorize the Mayor to execute Blanket Purchase Orders (BPO) with Stryker Sales, LLC for a total amount NTE $400,000 for the purchase of grant-funded automatic chest compression systems and other routine operational expenses.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/U34XITAkPzU

BACKGROUND

A blanket purchase order (BPO) is an agreement established with a vendor to fill repetitive needs for goods. BPOs make it easier for the vendor and departments to fill recurring needs, while using the City's full buying power by taking advantage of quantity discounts, saving administrative time, and reducing paperwork. BPOs are established as purchase orders with a maximum order amount or not to exceed (NTE) amount, rather than for a specific amount. BPOs with an annual NTE amount greater than $200,000 require the Mayor or most senior Council Member's approval and signature.

DISCUSSION

On December 7, 2022, the City Council authorized the Fire Department to be a subrecipient of a FEMA Assistance to Firefighters Grant submitted by Ventura County Fire Protection District. The District was regionally awarded thirty five (35) Automatic Chest Compression Devices (ACCD's) with eight (8) units awarded to the City of Oxnard at $18,165.00 unit cost for a total cost of $145,320. In addition to this one-time purchase, the Department estimates spending roughly $30,000 on routine purchases of durable and disposable medical supplies for everyday emergency medical services and $17,000 for a service plan to maintain the existing chest compression systems. The balance of the contract will be utilized as funding is identified for other grant funded items or for unanticipated needs that may arise during the year.

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

The Department's Fiscal Year 2023-24 Budget includes appropriations in the amount of $47,000 (General Fund 101) and $145,320 (Federal Grant Fund 200) for purchases under this BPO. Additional purchases against the BPO will be made only if additional funding is identified through budgetary savings, approved increases in appropriations or new grant funding. The Department will return to Council to request additional appropriations should that be necessary.

For Finance Use Only: General Fund (Org. 1012501 Obj. 52400); Federal Grant Fund (Org. 2001001 Obj. 59800 Project C2412); Capital Outlay Fund (Org. 3012501 Obj. 56040, Project C2412)

Prepared by: Rose Rodarte, Administrative Services Manager

ATTACHMENTS

1. FY24 Stryker BPO NTE 400K 10.2023

Blanket Purchase Order in the Amount of $400,000 with Stryker Sales, LLC

Alexander Hamilton, Fire Chief

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

The Community Services, Public Safety, Housing & Development Committee recommends that the City Council authorize the Mayor to execute Blanket Purchase Orders (BPO) with Stryker Sales, LLC for a total amount NTE $400,000 for the purchase of grant funded automatic chest compression systems and other routine operational expenses.

BACKGROUND

A blanket purchase order (BPO) is an agreement established with a vendor to fill repetitive needs for goods. BPOs make it easier for the vendor and departments to fill recurring needs, while using the City's full buying power by taking advantage of quantity discounts, saving administrative time, and reducing paperwork. BPOs are established as purchase orders with a maximum order amount or not to exceed (NTE) amount, rather than for a specific amount. BPOs with an annual NTE amount greater than $200,000 require the Mayor or most senior Council Member’s approval and signature.

SPENDING LIMIT

- City of Oxnard was awarded a FEMA AFG Grant as a subrecipient for the purchase of eight (8) Automatic Chest Compression Devices.
- The unit cost is $18,165.00 for total cost of $145,320.
- The Department expects to spend approximately $47,000 on other routine expenses with this vendor.
- The annual spend with Stryker will exceed $200,000 requiring City Council approval.

FISCAL YEAR 2023/2024 FISCAL IMPACT

- $192,320 has been allocated in the Department's General Fund (101) and Grant Fund (200) budgets to cover the cost of the devices and other routine needs.

- Use of the remaining BPO amount will be utilized for other equipment and supply needs from this vendor if funding sources become available.

CITY OF OXNARD CALIFORNIA

Questions?