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
July 9, 2024
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: 859 7893 3067
3. Passcode: 626126

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 Finance & Governance Committee approve the minutes of the June 11, 2024 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. City Manager Department

SUBJECT: Whistleblower Activity Report (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee receive and file an update on the City's whistleblower hotline.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/F_P67rOdIiA

Contact: Alexander Nguyen, (805) 385-7430

2. Information Technology Department

SUBJECT: Second Amendment to Agreement 32400125 with Hireclout for IT Consulting and Recruiting Services. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement 32400125 with Hireclout, Inc. to increase the value of the agreement from $850,000 to $1,500,000 through June 30, 2025, for information technology consulting and recruitment services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BjMiWCdNFIQ
Contact: Robert Ruben, (805)385-7554

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: July 9, 2024

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 June 11, 2024 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 06 11 2024 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
June 11, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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 May 28, 2024 regular meeting as presented.

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

D. REPORTS

1. Fire Department
SUBJECT: Fire Department Fiscal Year 23-24 Transfer of Budget Appropriations.
RECOMMENDATION: That the Finance and Governance Committee recommends that the City Council:

   1. Authorize a transfer of existing budget appropriations in the amount of \$15,389 within the Fleet Replacement Fund (742), and the corresponding Capital Outlay Fund (301) transfer in / appropriation in the same amount, to cover the cost of a paramedic vehicle that exceeds the ARPA funds allocated to the project. (Project C2256)
   2. Authorize a transfer of existing budget appropriations in the amount of \$10,104 within the General Fund (101), and the corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount, to cover the cost of LUCAS Chest Compression Devices that exceed the available grant funds for the project. (Project C2412)

3. Ratify the FY19 Assistance to Firefighters Grant (AFG) Hazmat Training Grant from $150,040 to $217,941, authorizing an increase in the City match - Federal Grant Fund (200) by $6,173 from $13,640 to $19,813, funded via available General Fund (101) Fire operating budget. (Project G1904).

Alexander Hamilton, Fire Chief answered the Committees questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Public Works Department
SUBJECT: Budget Appropriations for Community Facilities District No. 8, Sakioka Farms Business Park for Fiscal Year 2023-24.
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve a Fiscal Year 2023-24 budget appropriation to recognize revenues in the amount of $550,737 and expenses in the amount of $550,737 for Community Facilities District (CFD) No. 8 Sakioka Farms Business Park Subfund (60803801).

Anthony Miller, Interim Special Districts Manager answered the Committees questions. No public comments were received. Discussion ensued among the Committee and staff.

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

3. City Manager Department
SUBJECT: Third Amendment to On-Call Services Contract with Aten Design Group, Inc. for City Website.
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment with Aten Design Group, Inc. (Agreement No. 32400027) for on-call services for website strategy, design and development for an increase of $105,000 for a total contract amount not to exceed $421,140 and extend the term to June 30, 2026.

Katie Casey, Katie Casey, Communications and Marketing Manager answered the Committees questions. No public comments were received. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 5:25 p.m.

ROSE CHAPARRO	JOHN C. ZARAGOZA
City Clerk	Chair

CITY OF OXNARD CALIFORNIA

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: July 9, 2024

TO: Finance & Governance Committee

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Whistleblower Activity Report (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee receive and file an update on the City's whistleblower hotline.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/F_P67rOdIiA

BACKGROUND

The Oxnard City Council adopted a whistleblower hotline policy on April 5, 2016. That policy states that the City will take all appropriate steps to thoroughly evaluate any allegation of improper governmental action that is brought to its attention. An "improper governmental action" is defined as "any activity by a local agency or employee that is undertaken in the performance of the employee's official duties, including activities deemed to be outside the scope of his or her employment, that is in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct." The policy further states that the City establish a whistleblower hotline to receive and investigate allegations of possible City fraud, waste and abuse. These complaints must remain confidential, and the identity of the complainant may not be revealed without the permission of the complainant, except to an appropriate law enforcement agency conducting a criminal investigation.

In 2022, the City entered into new contracts for both a whistleblower system and internal auditor. The system itself (online portal and call center) is now managed by Syntrio, Inc.. Vasquez & Company now provides internal auditing review for complaints received. Upon receipt of a complaint, the Internal Auditor may conduct an investigation into the facts alleged in the complaint to determine whether an improper governmental action has occurred. The Internal Auditor will first screen the allegation to determine merit and relevance, and then the possible risk to the City, among the following three options:

1. High Priority – Matters that are considered high priority could include: potential loss to the City of more than $75,000, high level management involvement, collusion of multiple wrongdoers, major department-wide issues, or the need for immediate action to stop a potential major issue.
2. Medium Priority – Matters that are considered medium priority could include: potential loss to the City of more than $25,000, include abuse of authority, medium-to-low level employee involvement, minor department-wide issues, or patterns of small issues that could be significant cumulatively.
3. Low Priority – Matters that are considered low priority could include: potential loss to the City of up to

$25,000, composed of isolated incidences of time abuse, wasteful practices that could lead to efficiencies if corrected, or allegations that lack credibility and evidence.

The internal auditor should investigate high priority matters with the most urgency, then medium priority, and finally, low priority.

The City provides the Finance and Governance Committee with this report summarizing the complaints received every six months.

DISCUSSION

Employees or residents may file a complaint online at www.clearviewconnects.com, by calling (844) 964-2544, or by mail at P.O. Box 11017, Toronto, Ontario, M1E 1N0. All complaints are routed directly to Vasquez for its determination within 24 hours of receipt whether the complaint has merit and relevance. If that is possible, Vasquez has another 24 hours to determine whether to rank the priority of the complaint high, medium or low (as defined above). Finally, Vasquez has an additional 24 hours to notify City staff that 1) Vasquez has received a high or medium priority complaint and will be investigating the matter immediately, or 2) Vasquez has received a low priority complaint and needs to make a mutual determination with City staff as to whether that complaint should be investigated. For a high or medium priority complaint, Vasquez must then complete the investigation, prepare a report and present that report to the Finance and Governance Committee with thoroughness and speed, updating staff on the status of any investigation at least weekly.

Whistleblower Activity Report
The following allegations and complaints were received during the period of December 15, 2023, and June 17, 2024:

Incident Number	Primary Type of Allegation	Source of Submission	Priority	Current Status
10-4187054	Violation of Laws, Regulations, Policies and Procedures	Website	N/A	Deemed non-fiscal or City related.
10-8859262	Violation of Laws, Regulations, Policies and Procedures	Website	N/A	Deemed non-fiscal or City related.
10-1887070	Violation of Laws, Regulations, Policies and Procedures	Website	N/A	Deemed non-fiscal or City related.
10-5450244	Unethical Conduct	Website	N/A	Deemed non-fiscal or City related.
10-9810114	Theft	Hotline - Live Agent	Low	Investigated by City; complaint determined to be unfounded/untrue.

10-4852192	Unethical Conduct	Hotline - Live Agent	N/A	Deemed non-fiscal or City related.
10-6957812	Violation of Laws, Regulations, Policies and Procedures	Website	N/A	Deemed non-fiscal or City related.

Whistleblower Activity Summary

Seven total whistleblower reports were filed during this time period. Vasquez & Company deemed six of the seven allegations received during this time period unrelated to the City of Oxnard's fiscal matters. All six of those reports were forwarded to the appropriate department when follow-up steps from the related department were appropriate.

The seventh report (Report 10-9810114) was determined by the Internal Auditor to be low priority. Per the City's adopted whistleblower policy, City staff met with Vasquez & Company to determine if the report should be investigated by the Internal Auditor or City staff. It was agreed that the City was better positioned to determine if the report of theft was founded. City staff thoroughly investigated the accusation made in the report and determined it to be unfounded.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no financial impact for this item.

Prepared by: Annie Jensen, Project Manager

ATTACHMENTS

1. 7-9-24 F&G Comm_Whistleblower

Whistleblower Activity Report

Presentation to the Finance & Governance Committee
July 9, 2024

Presented by:
Annie Jensen, Project Manager

CITY OF
OXNARD
CALIFORNIA

An "improper governmental action" is defined as:

"Any activity by a local agency or employee that is undertaken in the performance of the employee's official duties, including activities deemed to be outside the scope of his or her employment, that is in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct"

Determining merit and relevance

1) Upon receipt, the Internal Auditor (Vasquez and Company) may conduct an investigation into the facts alleged in the report to determine whether an improper governmental action has occurred.

2) The Internal Auditor will first screen to determine merit and relevance, followed by the possible risk to the City.

Priority Rankings

If the allegation is determined to have merit and relevance, it's given a priority ranking of High, Medium or Low.

1) High Priority - high priority matters could include: potential loss to the City of more than $75,000, high level management involvement, collusion of multiple wrongdoers, major department-wide issues, or the need for immediate action to stop a potential major issue.

2) Medium Priority - medium priority matters could include: potential loss to the City of more than $25,000, include abuse of authority, medium-to-low level employee involvement, minor department-wide issues, or patterns of small issues that could be significant cumulatively.

3) Low Priority - low priority matters could include: potential loss to the City of up to $25,000, composed of isolated incidences of time abuse, wasteful practices that could lead to efficiencies if corrected, or allegations that lack credibility and evidence.

How are reports received and processed?

- Employees or residents may file a complaint online at www.clearviewconnects.com; by calling (844) 964-2544; or by mail to P.O. Box 11017, Toronto, Ontario, M1E 1N0.
- Reports are routed to Vasquez and Company for determination of relevance and merit within 24 hours of receipt.
- If report is determined to be non-fiscal or city related (does not have merit or relevance) it is forwarded to the appropriate City department or outside agency for processing.
- If the report is determined to have merit and relevance, Vasquez will rank the priority of the complaint within another 24 hours.
  - If it's a low priority complaint, Vasquez and the City must make a mutual determination as to whether an investigation is needed.
  - If it's a medium or high priority complaint, Vasquez has 24 hours to notify City staff that they (Vasquez) will be investigating the matter immediately.

Report Summary

- There were **7** total reports received between 12/15/23 - 6/17/24
- 6 were determined to be non-fiscal or City related by the internal auditor. 1 was determined to be low priority.

Primary Type of Allegation	Number of Reports Received
Violation of Laws, Regulations, Policies and Procedures	4
Unethical Conduct	2
Theft	1
Management/Supervisor	0
Not Sure	0

CITY OF OXNARD CALIFORNIA

QUESTIONS

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: July 9, 2024

TO: Finance & Governance Committee

FROM: Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Second Amendment to Agreement 32400125 with Hireclout for IT Consulting and Recruiting Services. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement 32400125 with Hireclout, Inc. to increase the value of the agreement from $850,000 to $1,500,000 through June 30, 2025, for information technology consulting and recruitment services.

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

BACKGROUND

Hireclout Inc. is a leading recruitment agency that provides Information Technology workforce management services and expertise. The current job market continues to provide challenges in finding and hiring appropriate talent. This has been a nationwide issue and not something that is unique to the City of Oxnard. Hireclout possesses the expertise to locate, recruit, and screen IT candidates to come to the City either as consultants or future full-time employees. The IT Department is actively recruiting technology personnel in its quest to serve the needs of the City, its residents and its businesses.

Since entering into an agreement with the City in August 2023, the vendor has provided the IT Department with several IT professionals who have played critical roles in working with existing staff to gather requirements, design solutions, build test and implement several technology projects throughout the City. Several projects spanning across various departments including Police, Fire, Public Works and Billing and Licensing, have been completed and work on several more continue to progress, none of which could have been accomplished without the Hireclout staffing. It's also important to note that the Hireclout consultants have helped the IT department to remediate several key audit findings from prior years.

The current value of the agreement is $850,000, of which approximately $600,000 has been used. It is important that the IT Department maintains uninterrupted access to the vendor's services. The City had been employing the services of another consulting company to support operations specific to Public Safety systems. Due to personnel changes, this company will not be able to continue performing these critical tasks. The City would like to have the option of engaging Hireclout consultants to maintain and support these key systems in Public Safety.

The IT Department is also actively recruiting to fill its vacancies. The vendor has the ability to search and locate professionals from a wide pool of applicants, spanning many localities and industries. Already two consultants who had successfully been managing some of the department's projects applied for vacant positions and became employees of the City. Having the uninterrupted services of the vendor allows the IT Department to fill some of its extremely important vacant positions necessary to continue providing technology services to City staff, residents and businesses.

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

Funding for FY 2024-25 is included in the Information Technology (Fund 731) adopted operating budget. No additional appropriation is required at this time.

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

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS
1. Hireclout Second Amendment 32400125
2. Hireclout First Amendment 32400125
3. Hireclout Agreement
4. Presentation

Agreement No. 32400125

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of June 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Hireclout ("Hireclout", or "Consultant"). This Second Amendment amends the First Amendment of January 12, 2024, which itself amended the original Agreement entered into on August 17, 2023 by City and Consultant.

City and Consultant agree as follows:

1. The following language is hereby added to Section 2 of the Agreement:
   "D. **NOT TO EXCEED AMOUNT**. The aggregate dollar value of this Agreement shall not exceed $1,500,000."

2. 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.

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

[Signatures on the next page]

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

CITY OF OXNARD

John Zaragoza, Mayor   Date

ATTEST:

Rose Chaparro, City Clerk   Date

APPROVED AS TO FORM:

DocuSigned by:
Jason Zaragoza
4A5CEB2A3B4D4C9...

6/26/2024 | 9:17 AM PDT

Stephen M. Fischer, City Attorney   Date

HIRECLOUT

Jeffrey Mitchell, President   Date

Avetis Antaplyan, CEO   Date

Agreement No. 32400125

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 12th day of January 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Hireclout ("Hireclout", or "Consultant"). This First Amendment amends the Agreement entered into on August 17, 2023 by City and Consultant.

City and Consultant agree as follows:

1. The following language is hereby added to Section 2 of the Agreement:
   "D. **NOT TO EXCEED AMOUNT**. The aggregate dollar value of this Agreement shall not exceed $850,000."

2. The following language is hereby added to the beginning of Section 7 of the Agreement:
   "This Agreement shall begin on August 17, 2023 and shall terminate on June 30, 2025."

3. 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.

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

[Signatures on the next page]

COUNCIL APPROVED
3/4/24 L.4
DATE

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

CITY OF OXNARD

John Zaragoza 3-4-24

John Zaragoza, Mayor — Date

HIRECLOUT

DocuSigned by:

Jeffrey Mitchell 2/7/2024 | 3:10 PM PS

Jeffrey Mitchell, President — Date

DocuSigned by:

Avetis Antaplyan 2/7/2024 | 5:12 PM CST

Avetis Antaplyan, CEO — Date

ATTEST:

R. Chaparro 3/4/24

Rose Chaparro, City Clerk — Date

APPROVED AS TO FORM:

DocuSigned by:

Jason Zaragoza 2/6/2024 | 2:20 PM PST

Stephen M. Fischer, City Attorney — Date

AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: HIRECLOUT **Agreement No:** 32400125

Address: 5950 Canoga Avenue, Suite 200, Woodland Hills, CA 91367

Contact Name: JEFF MITCHELL Email: jeff@hireclout.com Phone: 818-882-2000 X 213

Bus. Tax Cert. No.:____ Sec. of State ID: ____ DIR No.:____

INS- A Committee Date: ____ Council Date: ____

Bid No.:____ Committee Agenda #: ____ Council Agenda #: ____

Department: INFORMATION TECHNOLOGY

Project Manager: ROB RUBEN

Project Administrator: ROB RUBEN

Admin. Email/ Phone: rob.ruben@oxnard.org 805-385-7554

Type of Agreement: Administrative

Contingency Requested: $____

Agreement Term: FY23-24

EISPM Funds Requested: $____

Termination Date: June 30, 2024

Value of Agreement: $ 200,000

Munis Acct. No: 1041801-53200

Amendment No.:____

Project No.:____

Value of Amendment: $____

Budget Appropriation Required: YES / NO

Combined Total Value (w/ Amendment):$____

NSS Agreement: YES / NO

Project Name / Description: Staffing and recruiting for IT

HIRECLOUT

MASTER SERVICE AGREEMENT

1. **DEFINITIONS.** "HC" refers **to** HIRECLOUT. "ASSIGNEE" refers to any employee, temporary personnel, contractor, full-time personnel, **or** other person provided by HC to perform services for CLIENT. "CLIENT" refers to City of Oxnard**.** This agreement is effective as of the date of the latter of the two signatures below.

2. **FEES PAYABLE TO HC.** CLIENT agrees to pay HC for services as specified herein, or as amended by any later signed agreements. Payment of fees to HC is based upon the following:

   A. HOURLY: The hourly rates shall be paid to HC for each hour HC and/or its ASSIGNEES perform services for CLIENT.

   B. CONVERSION FROM HOURLY TO PERMANENT EMPLOYMENT: Should an ASSIGNEE of HC be hired directly on a permanent basis or convert from compensation on an hourly basis to a permanent employment basis for CLIENT, CLIENT agrees to pay HC based on the following schedule. In addition, the calculation for the bill rate to the City of Oxnard will be: Candidate Pay Rate X 1.18 (HC's internal burden) + $25.00/hour equals Bill Rate to City of Oxnard.

Billed Hours		Conversion Fee Rate (% of annual base salary)
1-360	Hours	20%
361 - 720	Hours	15%
721 – 960	Hours	10%
>960	Hours	Free Conversion

   C. PAYMENT: Weekly billings are based upon a 40-hour work week. Payments to HC shall be made within 45 days of receipt of invoice from HC.

3. **REIMBURSEMENT TO HC FOR EXPENSES.** CLIENT shall be responsible to HC for the travel expenses of ASSIGNEE only when ASSIGNEE is required to work at a location other than CLIENT'S principal office, which is: **300 W 3rd St, Oxnard, CA 93030,** U.S.A. CLIENT shall be responsible for, and will pay as billed, all pre-approved out-of-pocket expenses incurred by HC and/or ASSIGNEE in the course of ASSIGNEE's work on behalf of CLIENT.

4. **INVOICING (FOR HOURLY ASSIGNEES).** Invoices shall be sent weekly while HC's ASSIGNEE(S) performs services for CLIENT, and a final invoice will be sent upon termination. Each week, ASSIGNEE shall present CLIENT with time cards with the number of hours worked. CLIENT shall immediately review, approve and submit the written verification back to ASSIGNEE no later than 24 hours after receipt of same. By signing weekly written verification of work performed, CLIENT agrees that the services performed are satisfactory, the hours thereon are correct, and an invoice may be sent based upon those hours. CLIENT shall pay the invoiced amount to HC (at the rates set out on the Exhibit attached hereto) within forty five (45) days of receipt of said invoices. Failure to pay any invoice as set out herein shall allow HC to immediately terminate services under this Agreement. Failure of CLIENT to sign ASSIGNEE's written verification, or failure to make payment to either HC or ASSIGNEE, shall be subject to the arbitration provisions as stated in Paragraph 12 of this Agreement.

5. **CONFIDENTIALITY.** All information received or learned by CLIENT, HC or ASSIGNEE(S) shall remain strictly confidential, and is not to be released or disclosed unless agreed to by all parties hereto. Confidential information is defined as that which relates or pertains to research, development, trade secrets, or business affairs. This shall not apply to: (a) information which is known or able to be learned by any person not subject to this Agreement and involved in computer design and programming, and/or (c) is in the public domain. Disclosure of confidential information by any party to this Agreement shall be subject to the arbitration provisions as stated in Paragraph 12 of this Agreement.

6. **HC'S ASSIGNEES (HOURLY).** Neither HC, nor its hourly ASSIGNEES for which HC is paid a fee as defined in paragraph 2A, shall be deemed employees of CLIENT. HC shall have its hourly ASSIGNEES working under this Agreement sign a confidentiality form agreeing to the provisions as set forth in paragraph 5. HC shall provide Worker's Compensation Insurance for each hourly ASSIGNEE.

7. **TERMINATION.** Services under this Agreement shall terminate immediately after a party's receipt of written notice from the other that the services are to be terminated, unless the termination is due to CLIENT'S failure to pay an invoice, which then allows for immediate termination as described below. Notice of termination for cause is at the discretion of CLIENT. CLIENT shall be

liable for charges for services including, but not limited to, written documentation of rendered services and reimbursement for pre-approved expenses incurred before termination, as set out above. CLIENT shall pay said compensation pursuant to paragraph 2 hereunder. HC may immediately terminate this Agreement and services hereunder if CLIENT fails to pay all invoices as specified in paragraph 2, and/or fails to execute as specified herein the written verification submitted by HC ASSIGNEES. A late payment fee of $50.00 per month shall be assessed each month that the invoiced amount(s) is not paid until the invoice is paid. In the event of arbitration arising out of this Agreement, as described in Paragraph 12 of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. Any litigation necessitated under this paragraph shall be submitted to arbitration pursuant to the terms of Paragraph 12 of this Agreement.

If CLIENT petitions for relief under the Bankruptcy Act, or an involuntary petition should be filed against CLIENT, or a receiver is appointed for CLIENT, HC shall have the right to terminate this Agreement immediately.

8. **NON EMPLOYMENT (HOURLY)** CLIENT agrees, during the course of this Agreement, and for a period of twelve (12) months after the commencement of the services for each ASSIGNEE, not to solicit for hire and/or otherwise (including consultation work) engage the services of HC's employees and/or ASSIGNEES, whether as hourly work, independent through another agency or as an employee without providing compensation to HC a fee as described in Paragraph 2 of this Agreement. It is mutually agreed that any ASSIGNEES performing services under this Agreement shall remain employees of HC, and HC will be solely responsible for: recruiting, interviewing, hiring, disciplining and terminating its ASSIGNEES. Except as set forth in Paragraph 2 above, ASSIGNEES shall not become employees of CLIENT, nor be entitled to any rights, benefits, compensation, damages, or contributions under any employee benefit plan, or privileges of CLIENT's employees. Further, (a) HC will maintain all necessary personnel and payroll records for its ASSIGNEES; (b) pay gross wages and provide any legally required benefits directly to its ASSIGNEES; and (c) handle employee work-related claims and complaints.

9. **WARRANTIES AND HOLD HARMLESS. HC** shall make every reasonable effort to provide the best possible ASSIGNEE to work on behalf of CLIENT. However, HC shall assume responsibility and indemnify CLIENT for all claims, losses, liabilities, damages, and expenses arising out of bodily injury (including death) or property damage to the extent such injury (including death) or property damage occur as a result of the negligent acts or willful misconduct of the ASSIGNEES while the ASSIGNEES are working on behalf of CLIENT under this Agreement; (iii) any violations of law by the ASSIGNEES; and (iv) the violation of any trade secrets, proprietary information, trademark, copyright, or patent rights by ASSIGNEES in connection with the performance of this Agreement. HC does not warrant or guarantee the work or product of ASSIGNEE(S), and shall in no way be liable or legally responsible for any acts, errors or omissions of ASSIGNEE(S). HC shall not be responsible for any damages caused by the acts, errors or omissions of ASSIGNEE(S). In no event shall HC be responsible for consequential or tort damages as a result of any act, error or omission caused by any ASSIGNEE.

10. **FACILITIES.** CLIENT agrees to provide HC's employee and/or ASSIGNEE with suitable working premises and conditions, Including but not limited to, all computer equipment and software necessary to perform the services for which ASSIGNEE is providing services for CLIENT, at CLIENT'S sole cost.

11. **FAX DOCUMENTS.** Copies of facsimile documents transmitted by either party shall be deemed to be an original and may be used for all purposes.

12. **WORK FOR HIRE.** All work performed by a ASSIGNEE shall be considered work for hire ("WORK"), and ownership of the WORK and all copyrights, trademarks, patents, proprietary information, trade secrets, intellectual property and other rights are and shall be deemed owned by CLIENT, and not by ASSIGNEE or AGENCY, both during the performance of the WORK and upon completion. To the extent that any portion of the WORK may not be considered "work for hire" under applicable law, AGENCY shall, and AGENCY shall cause each ASSIGNEE to, irrevocably assign to CLIENT all of AGENCY's and ASSIGNEE's right, title and interest in and to such portions of the Work. AGENCY grants to, and shall cause each ASSIGNEE to grant, CLIENT the right to copy and freely distribute materials produced under this Agreement.

13. **GOVERNING LAW AND ARBITRATION.** The laws of the California shall govern the validity, jurisdiction, and construction of this MSA and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict laws**.** Any dispute between the parties as heretofore described in this Agreement, or which may arise between the parties, which otherwise could result in the filing of a lawsuit or other legal papers, shall be decided by way of binding arbitration. Each party shall have the right to conduct discovery under the provisions of the California Code of Civil Procedure. A retired judge of the Superior Court acting as a single neutral arbitrator shall be agreed upon by the parties for hearing the disputed matter(s). An arbitrator shall be agreed upon within thirty (30) days of a written demand for arbitration submitted by either party to this Agreement. An arbitration hearing shall take place within six (6) months of the demand for arbitration made by either party to this Agreement. If

a single neutral arbitrator cannot be chosen by mutual agreement within thirty (30) days, as stated above, then the disputed matters shall be submitted for resolution to the American Arbitration Association. All arbitration awards shall be binding, and without appeal. The party which prevails under the arbitration provisions as set forth above shall be entitled to attorney fees and costs associated with arbitration. This Agreement shall be construed in accordance with the laws of the State of California.

14. **ENFORCEMENT.** If any provision of this Agreement is deemed illegal or unenforceable, then all other provisions of this Agreement shall nonetheless remain in full force and effect, and shall be binding on the parties hereto.

15. **ENTIRE AGREEMENT.** This Agreement, Including any Exhibits attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties hereto in reference to all the matters herein referred to, as well as all previous discussions, promises, representations, and understandings relative thereto, if any, between the parties hereto, being herein merged.

16. **SURVIVAL.** Any respective obligations of AGENCY or CLIENT hereunder which by their nature would continue beyond the termination, cancellation or expiration of this MSA shall survive such termination, cancellation or expiration.

17. **HC** operates in accordance with the guidelines of the Equal Employment Opportunity Commission and complies with the ACA for small businesses for all eligible employees.

18. **WORK HOURS AND OVERTIME.** City office hours are 8:00am to 6:00pm Monday through Thursday, and 8:00am to 5:00pm on Friday, with City Offices being closed on alternating Fridays. The IT Department work schedule is a Nine-Eighty (9/80) Schedule which has 8 shifts of 9 hours and 1 shift of 8 hours for a total of 80 hours over a two-week period. A contract worker is not allowed to work overtime unless approved in advance by the department director. All overtime compensation shall be billed at the contract worker's approved standard hourly rate.

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

CITY OF OXNARD

DocuSigned by:
Jennifer Yates
Jennifer Yates, Purchasing Agent — 8/17/2023 | 4:38 PM PDT
Date

HIRECLOUT

DocuSigned by:
Jeffrey Mitchell
Jeffrey Mitchell, President — 8/1/2023 | 1:43 PM PDT
Date

DocuSigned by:
Avetis Antaplyan
Avetis Antaplyan, CEO — 8/1/2023 | 4:06 PM CDT
Date

ATTEST:

Rose Chaparro, City Clerk
Date

APPROVED AS TO FORM:

DocuSigned by:
Jason Zaragoza
Stephen M. Fischer, City Attorney — 8/10/2023 | 12:37 PM PDT
Date

Second Amendment to Hireclout Inc Professional Services Agreement for IT Recruitment Services

Finance & Governance Committee

July 9, 2024

Rob Ruben, CIO

CITY OF OXNARD CALIFORNIA

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Hireclout Inc Professional Services Agreement 32400125 to extend its value to $1,500,000 through June 30, 2025 for Information Technology consulting and recruitment services.

BACKGROUND

- City and vendor entered into a recruitment agreement in August 2023 in the amount of $200,000 for recruitment services of IT personnel
- In March 2024 Council approved extension of the vendor’s services through June 30, 2025 with a new not to exceed amount of $850,000
- Challenges remain in the recruitment and hiring of personnel throughout the nation and this is especially true for finding technology talent
- Vendor’s services are required to aid the IT department in finding qualified personnel to fill urgently-needed vacant positions within the department to continue serving the needs of the City, its residents and its businesses

NEEDS & ACHIEVEMENTS

- The IT department continues to work on tens of key technology projects including remediation efforts to address several key audit findings from prior years
- These projects span across various departments to include Police, Fire, Public Works and Billing and Licensing
- The consultants have played critical roles in working with existing staff to gather requirements, design solutions, build, test and implement several of these projects
- Over half of the department’s projects have either been completed or have progressed beyond the initial stages, which could not have been accomplished without the Hireclout staffing

NEW REQUIREMENTS

- The City has been engaging another consulting company to focus on key Public Safety operations
- Personnel changes at this consulting company will now prevent the City from receiving the services the Public Safety systems require
- Hireclout has provided many highly-qualified professionals to date and staff requests the option to find consultants through this vendor to continue addressing these critical systems

FINANCIAL IMPACT

- This amendment supports uninterrupted use of the vendor’s services in filling needed personnel to continue with implementation of technology projects

- Funds for this expenditure are budgeted in the IT department’s FY 24-25 budget and no further appropriations are needed

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Hireclout Inc Professional Services Agreement 32400125 to extend its value to $1,500,000 through June 30, 2025 for Information Technology consulting and recruitment services.

QUESTIONS