



Meeting Date: 12/14/10

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Grace Magistrale Hoffman *[Signature]* Agenda Item No. **I-3**

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Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) \_\_\_\_\_

**DATE:** December 3, 2010

**TO:** City Council

**FROM:** Edmund Sotelo  
City Manager

**SUBJECT:** First Amendment to Agreement for Consulting Services with Matlock Professional Services, Inc. for Gang Prevention Coordination Services

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the First Amendment to Agreement for Consulting Services (No. 4932-09-CM) with Matlock Professional Services, Inc. in the amount of \$125,000, for Gang Prevention Coordination Services, increasing the total amount to \$250,000.

**DISCUSSION**

In December 2009, as the work of gang prevention and intervention became more complex with the receipt of several state grants, the City of Oxnard entered into an agreement with Matlock Professional Services, Inc. to coordinate the efforts. Because the California Emergency Management Agency's "Regional Anti-Gang Intelligence-Led Policing Program" and the "California Gang Reduction and Intervention Program" (CalGRIP) grants continue into 2011 and 2012, staff is recommending an amendment to the agreement.

Matlock Professional Services, Inc. will be responsible for all aspects of the California Emergency Management Agency grants, including supervising work, coordinating with law enforcement, development of appropriate technology to support efforts, grant reporting, and overall coordination of gang reduction efforts. In addition, the first amendment includes a scope of work that has the consultant actively participating in the Oxnard ALLIANCE for Community Strength and the California Cities Gang Prevention Network (Attachment #1).

**First Amendment to Agreement for Consulting Services with Matlock Professional Services,  
Inc. for Gang Prevention Coordination Services**

December 3, 2010

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**FINANCIAL IMPACT**

The first amendment to the agreement is partially funded by the General Fund (for two months) and the Regional Anti-Gang Intelligence-Led Policing Grant (for ten months). Funds are available in Project Numbers 662108, 772199, 772197, and Account Number 219-2038-802-8209.

Attachment #1 - First Amendment to Agreement for Consulting Services

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This First Amendment ("First Amendment") to the Agreement for Consulting Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 14th day of December, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Matlock Professional Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on November 10, 2009.

City and Consultant agree as follows:

1. Effective December 14, 2010, Exhibit A is deleted and replaced with Exhibit A-1 and the reference to "Exhibit A" in Section 1 of the Agreement is replaced with "Exhibit A-1" which is attached hereto and incorporated by this reference in full herein.
2. Effective December 14, 2010, Exhibit B is deleted and replaced with Exhibit B-1 and the reference to "Exhibit B" in Section 8 of the Agreement is replaced with "Exhibit B-1" which is attached hereto and incorporated by this reference in full herein.
3. In Section 12 of the Agreement the date "December 10, 2010" is deleted and replaced with the date "December 14, 2011".
4. Effective December 14, 2010, Exhibit C is deleted and replaced with Exhibit C-1 and the reference to "Exhibit C" in Section 14 of the Agreement is replaced with "Exhibit C-1" which is attached hereto and incorporated by this reference in full herein.
5. In Section 14 of the Agreement, the figure "\$125,000" is deleted and replaced with "\$250,000".
6. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD:

\_\_\_\_\_  
Dr. Thomas E. Holden  
Mayor

ATTEST:

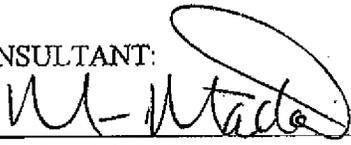
\_\_\_\_\_  
Daniel Martinez  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan Holmberg  
City Attorney

*for*  
12/6/10

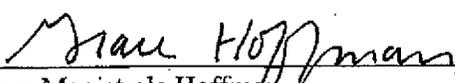
CONSULTANT:

  
\_\_\_\_\_  
Michael H. Matlock  
Matlock Professional Services, Inc.

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
James Cameron  
Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Grace Magistrale Hoffman  
Project Manager

**Scope of Work**  
**Exhibit A-1**  
**Gang Prevention Coordination Consultation Services**

**I. Introduction**

- A. The following duties and activities will serve as the scope of work for the contractor. The contractor will determine how best to accomplish these duties and will be responsible for setting his own hours and days of work to accomplish them. At the core of gang prevention and intervention is collaboration with the multitude of public and private organizations and agencies, all of which are independently governed and have varying purposes and missions. It will be the job of the contractor to work towards bringing together these various organizations that serve the residents of California Law Enforcement Mutual Aid (LEMA) Region 1A which includes Ventura, Santa Barbara and San Luis Obispo Counties so that each can be more effective at reducing gang violence by joining together and maximizing what each group independently brings to bear on the problem.
- B. While many responsibilities are listed below, this list will not be all-inclusive. If contractor is effective, new ideas and strategies will emerge from his work that may actually become a higher priority than what is listed below. Such will be the fluid nature of the coordination being contracted. This work is uncharted, there is no road map. It will be the job of the contractor to bring together the experts in the various involved disciplines to create such a map. Similarly, the contractor will need to remain aware of State and Federal funding opportunities as well as State and local gang prevention/intervention visions in order to take advantage of funding opportunities and to leverage and integrate separate grants.

**II. Contractor Responsibilities:**

- A. In consideration of the foregoing, this contract represents the terms and conditions for services provided by Contractor as part of this collaborative project. Contractor shall provide services and ensure completion of objectives as follows:
- a. **Manage the two California Emergency Management Agency's 'Regional Anti-Gang Intelligence-Led Policing Program' Grants**
1. Serve as the Project Manager and Regional Coordinator for the program
  2. Assign work and supervise the activities of the program's Administrative Assistant
  3. Develop a system of coordinators to establish lead contacts with every law enforcement agency in Ventura, Santa Barbara, and

San Luis Obispo Counties in order to build a human intelligence network

4. Continue to develop and deploy the Tri-County Gang Information Network (TRIGIN), a secure internet based law enforcement intelligence sharing network for the tri-counties to facilitate communication between the human network
  5. Facilitate the law enforcement coordinators efforts to reach out and engaging the service providers in their respective communities in order to build coalitions between the service providers and law enforcement to further community anti-gang efforts
  6. Assist the regional network in utilizing the information gathered to facilitate anti-gang intelligence led policing
  7. Develop an internet based network for prevention/intervention service providers to interact, post grant opportunities and host discussion forums
  8. Develop a website for the public to learn of available services and resources in the area of gang prevention
  9. Oversee grant spending
  10. Oversee grant reporting as required by grantor
- b. Participate on the team representing the City of Oxnard in the California Cities Gang Prevention Network (CCGPN), sponsored by the National League of Cities (NLC) and the National Council on Crime and Delinquency (NCCD).**
1. Through participation in the Network, seek best practices, and successful strategies and techniques from other communities and promote implementation in LEMA Region 1A
  2. Actively interact with Network members and share what is working in Ventura, Santa Barbara, and San Luis Obispo Counties
- c. Participate in the Oxnard ALLIANCE for Community Strength and assist in coordination of ALLIANCE activities in order to maximize the gang prevention, intervention, and suppression activities within the City of Oxnard, such as is listed below; and share the experiences/lessons learned with other agencies/collaboratives in LEMA Region 1A as well as bring promising practices from other communities in the Region to the ALLIANCE:**
1. Participate on the Technical Team charged with carrying out policy set by the Policy Team
  2. Keep Policy Team appropriately advised of developments
  3. Coordinate efforts with other contractors to the City of Oxnard's gang prevention effort

4. Assist with the implementation of the Action Plan for the SAFETY Blueprint
5. Assist with the development of Action Plan Task Forces and serve, as needed, as a liaison to the Task Forces
6. Serve, as needed, on ALLIANCE sub-committees
7. Develop a website for the ALLIANCE that is integrated with the LEMA Region 1A public website
8. Seek anti-gang grant opportunities
9. Maximize exposure of anti gang resources to include development of a gang prevention handout, and promotional items that encourage the use of TRIGIN and the LEMA Region 1A service provider and public websites
10. Develop logos and slogans to help advance the ALLIANCE and its mission
11. Work towards developing a grassroots 'community empowerment' outreach to enlist resident involvement in reporting gang activity and in participating in gang prevention/intervention activities
12. Manage Operation PeaceWorks (OPW) and any California Emergency Management Agency's 'CalGRIP' grant that funds OPW. In addition to oversight of activities identified in any such grant, contractor will seek to identify and work towards expansion of those activities and implementation of strategies not yet identified that further the goals of the program. Below listed are activities related to OPW that contractor will develop and implement:

1. Sharing the community driven OPW strategy with LEMA Region 1A agencies and collaboratives
2. Oversight of street outreach worker program
3. Coordination of OPW youth referrals
4. Development of an aggressive public education program on OPW and all anti-gang activities
5. Oversight of public events related to OPW
6. Continuance of Community 'Call-Ins' of the target group
7. Exploration of relationships with private employers to develop career opportunities for youth successfully completing OPW
8. Establish ex-gang member and youth focus/advisory groups to provide input to OPW working group
9. Continuance of work with State provided technical assistance in building a program that meets the goals of the Governor's Office of Gang and Youth Violence Policy's 'Safe Communities Partnership'
10. Oversight of any OPW grant reporting as required by grantor

## B. Accountability

- a. Contractor will meet on a regular basis with the City Manager or designated representative to review key objectives and progress and make recommendations as appropriate.
- b. Contractor will submit a written activity progress report and hours worked under this agreement each month with the monthly invoice for payment and a quarterly outcome progress report.
- c. Contractor shall provide no less than 1,008 hours of service annually (average of 84 hrs. per month) for the performance of the services specified in this agreement.
- d. Contractor will work closely with designated City of Oxnard staff to ensure continuous relevancy of scope of work and be flexible and adjust as needed.
- e. Contractor will submit all required California Emergency Management Agency (CalEMA) reports and will work closely with any CalEMA personnel assigned to oversee the project.

**Timeline**  
**Exhibit B-1**  
**Gang Prevention Coordination Consultation Services**

- I. California Emergency Management Agency's (CalEMA) 'Regional Anti-Gang Intelligence-Led Policing Program' Grants
  - a. Assure that those activities specified by CalEMA within the two grants are completed by any particular date as required by grantor, or provide written explanation as required by the grantor as to why those deadlines could not be met.
  - b. Assure that all grant reporting deadlines are met.
  
- II. California Emergency Management Agency's 'CalGRIP' grant
  - a. Assure that those activities specified by CalEMA within the grant are completed by any particular date as required by grantor, or provide written explanation as required by the grantor as to why those deadlines could not be met.
  - b. Assure that all grant reporting deadlines are met.

**Compensation Schedule**  
**Exhibit C-1**  
**Gang Prevention Coordination Consultation Services**

**I. Compensation Schedule:**

- A. The minimum number of hours that Contractor will perform for the Regional Anti-Gang Intelligence-Led Policing Project during the term of this contract is 1008 hours. Assuming all services are performed by Contractor, the maximum financial responsibility of the City of Oxnard to the Contractor pursuant to the CalEMA Gang Information Network grant for the 12 month duration of the contract is \$125,000.
- a. Compensation from the City of Oxnard: The City of Oxnard will pay \$10,416.66 per month for six months. By the end of the six month period, Contractor must furnish documentation that it has performed at least 504 hours of services in that period, and the City of Oxnard will continue to pay Contractor \$10,416.66 per month for the next six months of the contract. If Contractor provides less than 504 hours of services by the end of the first six month period, the City of Oxnard at its option may either terminate the Contract or suspend its obligation to pay the monthly compensation to Contractor until Contractor has performed at least 504 hours of services. The City of Oxnard also reserves the right to withhold the twelfth, and final, payment to Contractor if Contractor has failed to furnish documentation that it has performed at least 1008 hours of services by the end of the twelfth month.
- b. Billing Schedule: The City of Oxnard will pay Contractor monthly for services rendered within 30 days of receipt of an accurate and approved invoice submitted to the City of Oxnard, Fiscal Services. The monthly invoice along with a monthly report detailing services rendered and hours worked will be due no later than the tenth calendar day of the subsequent month. The designated City of Oxnard program staff assigned to this contract will coordinate with City of Oxnard Fiscal Services to review and approve the claim for processing. The City of Oxnard will be reimbursed for Contractors services from the CalEMA Gang Information Network grant.