



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 *smh*Agenda Item No. I-5Reviewed By: City Manager *[Signature]*City Attorney *[Signature]*Finance *[Signature]*Other (Specify) *[Signature]***DATE:** December 28, 2011**TO:** City Council**FROM:** Grace Magistrale Hoffman
Deputy City Manager *Grace Hoffman***SUBJECT:** Second 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 Second Amendment to Agreement for Consulting Services with Matlock Professional Services, Inc. (No. 4932-09-CM) in the amount of \$120,000 (\$110,000 for compensation and \$10,000 for reimbursables) for Gang Prevention Coordination Services, increasing the total amount to \$370,000 for services provided since 2009.

DISCUSSION

In November 2011, the City Manager's Office and the Police Department jointly issued a Request for Proposal for Project Coordination/Regional Coordinator for the "Regional Anti-Gang Intelligence-Led Policing Program" (RILP) Grant. By the deadline of November 28, 2011, two proposals had been received. On December 21, 2011, the applicants were interviewed and the proposals were evaluated by a three-member team. The evaluation team included a law enforcement representative, one County of Ventura representative, and one City of Oxnard Community representative. Based on the evaluation process, the recommendation is to hire Matlock Professional Services, Inc.

The purpose of this agreement is to complete the design of the websites and networks outline in the RILP Grant and to establish a sustainability plan for the programs created. The consultant will work with Oxnard Police Department and the City Manager's Office to accomplish the goals set forth in the RILP Grant while adhering to all Cal EMA grant reporting requirements and spending regulations.

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The consultant will also serve in the capacity of the City's Gang Reduction Coordinator, which includes the coordination of prevention and intervention efforts. The consultant will participate in the efforts related to the Alliance for Community Strength, oversee the efforts of Operation PeaceWorks (OPW), and support the mission of the Alliance for Community Strength.

Matlock Professional Services, Inc. has previously provided services to the City of Oxnard. An original contract was executed in November 2009 for \$125,000 for approximately one year. A first amendment was subsequently approved in December 2010 for \$125,000 for an additional year. This second amendment is for \$110,000 for compensation and up to \$10,000 for reimbursables that are allowable under the grant.

FINANCIAL IMPACT

The second amendment to the agreement is funded by the Regional Anti-Gang Intelligence-Led Policing Program Grant. Funds are available in Project Number 662108.

Attachment #1 - Second Amendment to Agreement for Consulting Services

Attachment #2 First Amendment to Agreement for Consulting Services

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of January, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Matlock Professional Services, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on December 14, 2010, by City and Consultant. The Agreement previously has been amended on November 10, 2009, by a First Amendment.

City and Consultant agree as follows:

1. Effective January 10, 2012, Exhibit A-1 is deleted and replaced with Exhibit A-2 and the reference to "Exhibit A" in Section 1 of the Agreement is replaced with "Exhibit A-2", which is attached hereto and incorporated by this reference in full herein.
2. Effective January 10, 2012, Exhibit B-1 is deleted and replaced with Exhibit B-2 and the reference to "Exhibit B" in Section 8 of the Agreement is replaced with "Exhibit B-2", which is attached hereto and incorporated by this reference in full herein.
3. In Section 12 of the Agreement the date "December 14, 2011" is deleted and replaced with the date "September 30, 2012".
4. Effective January 10, 2011, Exhibit C-1 is deleted and replaced with Exhibit C-2 and the reference to "Exhibit C" in Section 14 of the Agreement is replaced with "Exhibit C-2", which is attached hereto and incorporated by this reference in full herein.
5. In Section 14 of the Agreement, the figure "\$250,000" is deleted and replaced with "\$370,000."
6. The following is added to Section 14 of the Agreement: "f. Expenses incurred by the Consultant while conducting activities required by the grants listed in Exhibit A-2 that are specifically authorized and approved as part of a grant budget, and approved by the City Manager or designee, will be reimbursed to the Consultant, up to the amount of \$10,000, in addition to the compensation listed in Exhibit C-2."
7. All grant purchased equipment that is used by the Consultant as listed above is property of the City pursuant to grant regulations and applicable State or Federal Law and will be returned to the City at the termination of the program.
8. As so amended, the Agreement remains in full force and effect.

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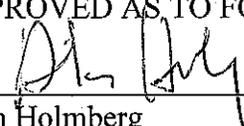
CITY OF OXNARD:

Dr. Thomas E. Holden
Mayor

ATTEST:

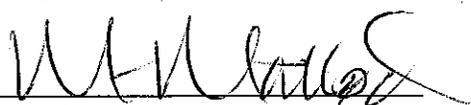
Daniel Martinez
City Clerk

APPROVED AS TO FORM:



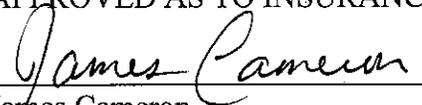
Alan Holmberg
City Attorney

CONSULTANT:



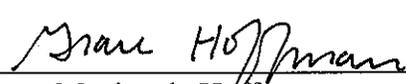
Michael H. Matlock
Matlock Professional Services, Inc.

APPROVED AS TO INSURANCE:



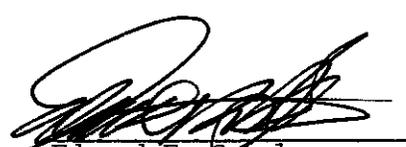
James Cameron
Risk Manager

APPROVED AS TO CONTENT:



Grace Magistrale Hoffman
Project Manager

APPROVED AS TO AMOUNT:



Edmund F. Sotelo
City Manager

Scope of Services

Exhibit A-2

Gang Prevention Coordination Consultation Services

- Serve as Project Manager and Regional Coordinator for the 'Regional Anti-Gang Intelligence-Led Policing Program' Grant.
- Assign work and supervise the activities of the program's Administrative Assistant.
- Continue the development of lead contacts with police agencies in Ventura, Santa Barbara and San Luis Obispo Counties in order to build and maintain an intelligence network.
- Continue the development of the Tri-County Gang Information Network (TRIGIN), a secure internet based law enforcement intelligence sharing network.
- Assist the regional network in utilizing the information gathered to facilitate anti-gang intelligence-led policing.
- Oversee the development of an internet-based network for prevention/intervention service providers to interact, post grant opportunities and host discussion forums.
- Oversee the development of a website for the public to learn of available services and resources in the area of gang prevention.
- Serve as a Gang Reduction Coordinator, who oversees Operation PeaceWorks and participates in the Alliance for Community Strength.
- Engage community members to increase their level of community participation in Operation Peaceworks and in the Alliance for Community Strength.
- Oversee an assessment of the Operation Peaceworks "call ins" to identify what methods have worked and if any improvements can be made.
- Oversee street outreach efforts.
- Oversee grant budget and spending.
- Oversee grant reporting as required by grantor.
- Meet with the grant Project Director and Deputy City Manager on a weekly basis.
- Submit a monthly progress report to the Project Director and Deputy City Manager.
- Develop a strategy for sustaining the programs, websites and networks developed by the RILP grant after the cessation of State funding.
- Complete objectives and required reports by September 30, 2012.

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**Timeline
Exhibit B-2**

**Project Coordinator/Regional Coordinator for the 'Regional Anti-Gang Intelligence-Led Policing Program' (RILP) Grant
(Gang Prevention Coordination Consultant Services)**

- I. California Emergency Management Agency's (CalEMA) 'Regional Anti-Gang Intelligence-Led Policing Program (RILP) 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.
 - c. January 31, 2012 – The service provider website, 'TriServe' will go live.
 - d. February 29, 2012 – The public website, 'EndGangViolence.org' will go live.
 - e. March 31, 2012 – A sustainability meeting will be conducted with the three Counties.
 - f. July 31, 2012 – A sustainability agreement will be reached.
 - g. September 30, 2012 – Complete objectives and required reports

- II. California Emergency Management Agency's, 'California Gang Reduction, Intervention and Prevention Program' (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.
 - c. February 29, 2012 – an assessment of the Call-In process will be conducted

Compensation Schedule

Exhibit C-2

**Project Coordinator/Regional Coordinator for the 'Regional Anti-Gang Intelligence-Led Policing Program' (RILP) Grant
(Gang Prevention Coordination Consultant Services)**

I. Compensation Schedule:

- A. The Consultant's rate shall be set at \$110.00 per hour, not to exceed 1,000 hours, for the remainder of the contract. Assuming all services are performed by Consultant, the maximum financial responsibility of the City of Oxnard to the Contractor, for hours worked, through the end of the contract is \$110,000.

- B. Billing Schedule: The City of Oxnard will pay Consultant monthly for services rendered within 30 days of receipt of an accurate and approved invoice submitted to the City of Oxnard, City Manager's Office. The monthly invoice along with appropriate receipts for reimbursable expenses with 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 staff member assigned to this contract will coordinate with City of Oxnard Fiscal Services to review and approve the claim for processing.

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.

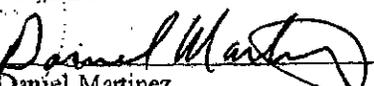
City and Consultant agree as follows:

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.

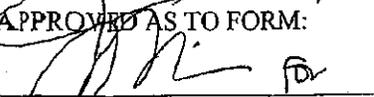
CITY OF OXNARD:


Dr. Thomas E. Holden
Mayor

ATTEST:

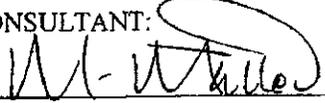

Daniel Martinez
City Clerk

APPROVED AS TO FORM:


Alan Holmberg
City Attorney

12.6.10

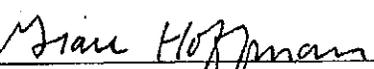
CONSULTANT:


Michael H. Matlock
Matlock Professional Services, Inc.

APPROVED AS TO INSURANCE:


James Cameron
Risk Manager

APPROVED AS TO CONTENT:


Grace Magistrale Hoffman
Project Manager

COUNCIL APPROVAL
DATE: 12.14.10 AGENDA # 1-3

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

- III. 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.

- IV. 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:

- C. 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.