

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 Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

March 22, 2016

4:30 P.M. – Closed Session

6:00 P.M. – Regular Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION – 4:30 P.M. (Please See Page 4 for a Description of Closed Session Items).

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to PAL for Accommodations for the Winter Warming Shelter.

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.

City of Oxnard internet address: www.ci.oxnard.ca.us.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

At this time, the legislative body will consider public comments for a maximum of thirty minutes. 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. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any 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. The presiding officer shall limit public comments to three minutes.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Correction of Clerical Error in Ordinance No. 2901 Establishing Wastewater System User Fees and Charges. (001)

RECOMMENDATION: Approve a correction of the clerical error in Ordinance No. 2901 adopted January 26, 2016.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (005)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services

3. SUBJECT: Transportation Development Act (TDA) Local Transportation Fund (LTF) Allocations for Fiscal Year 2016-17. (011)

RECOMMENDATION: Authorize the Development Services Director to submit a claim to Gold Coast Transit District (GCTD) for \$511,059 for Fiscal Year (FY) 2016/17 Transportation Development Act (TDA) Local Transportation Fund (LTF).

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7868

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J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

City Manager Department

1. SUBJECT: Use of Professional Subject Matter Experts and Overview of the City's Talent Development Initiative. (015)
RECOMMENDATION: Receive a report on the City's use of professional subject matter experts and the overview of the City's talent development initiative Legislative Body.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Fire Department

2. SUBJECT: Verbal Report on Fire Department Accomplishments and Goals. (035)
RECOMMENDATION: Receive a verbal report on the suppression, prevention, and community outreach efforts of Fire Department.
Legislative Body: CC Contact: Bryan Brice Phone: 385-7702

Human Resources Department

3. SUBJECT: Approval of Resolution Authorizing Full-Time Equivalent Positions for FY 2015-16. (037)
RECOMMENDATION: Adopt a resolution repealing Resolution No. 14,903 authorizing full-time equivalent positions for the City of Oxnard for FY 2015-16.
Legislative Body: CC Contact: J. Tabin Cosio Phone: 385-7947

Police Department

4. SUBJECT: Body Worn Cameras Agreement. (057)
RECOMMENDATION: Approve and authorize the Mayor to execute a five-year agreement (contract number A-7858) with TASER International, Inc. for the purchase and implementation of Body-Worn Cameras and annual licensing agreement in the amount of approximately \$375,608.65.
Legislative Body: CC Contact: Jason Benites Phone: 385-7624

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

City Manager Department

1. **SUBJECT:** Consider Council Member Perello's Request to Add an Item on the Agenda Related to (1) the Number of Beaches Situated Within the City of Oxnard City Limits, and (2) Explore the Option of Approaching the County to Patrol Beaches Within the City of Oxnard. (095)
RECOMMENDATION: That City Council discuss and determine whether an item related to (1) the number of beaches with the City of Oxnard City limits, and (2) exploring the option of the costs associated with the County patrolling City of Oxnard beaches should be placed on a future City Council agenda for Council discussion.

Legislative Body: CC

Contact: Maria Hurtado

Phone: 385-7430

**N. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS**

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

P. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. STUDY SESSION

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LABOR NEGOTIATOR.

CC (Government Code Section 54957.6(a))

City's Designated Representatives: J. Tabin Cosio, Director of Human Resources and Jon Holtzman, City's labor attorney.

Unrepresented Employee: City Attorney

The Human Resources Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Labor Negotiators. The purpose of the closed session is for the City Council to provide instructions to the City's negotiators.

2. CONFERENCE WITH LEGAL COUNSEL – LABOR NEGOTIATIONS.

CC Agency designated representatives: J. Tabin Cosio, Director of Human Resources; and Jon Holtzman, City's labor attorney. Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Peace Officers' Association (OPOA); Service Employees International Union CTW, CLC, Local 721 (**SEIU Local 721**); International Union of Operating Engineers AFL-CIO, Local No. 501 (**IUOE Local 501**); Oxnard Public Safety Management Employees' Association (**Police Unit**); Oxnard Public Safety Management Employees' Association (**Fire Unit**); and Oxnard Mid-Managers' Association (**OMMA**); **Unrepresented employees:** Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Economic Development Director, I.T. Director, Library Director, Police Chief, Utilities Director (**Department Directors**); Assistant City Attorney, Assistant Director of Human Resources, Community Relations and Public Affairs Manager, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (**Confidential Mid-Managers**); Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (**Confidential Employees**); unrepresented Limited Benefit Employees.

The Human Resources Director requested that this item be discussed in closed session pursuant to Government Code section 54957.6(a). The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to the City's negotiators regarding salaries, salary schedules and compensation paid in form of fringe benefits for employees represented by the employee organizations identified above and for employees unrepresented, and other matters within the scope of representation for represented employees.

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

CC On the advice of the Interim City Attorney, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case, pertaining to the separation from City employment of former Fire Chief James Williams.

R. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-1

DATE: March 22, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Martinez, City Clerk DM

SUBJECT: Correction of Clerical Error in Ordinance No. 2901.

CONTACT: Daniel Martinez, City Clerk DM
Daniel.Martinez@ci.oxnard.ca.us, 805-385-7805

RECOMMENDATION

Approve a correction of the clerical error in Ordinance No. 2901 dated January 26, 2016.

BACKGROUND

The proposed Wasterwater System User Fees and Charges were presented to the public per the "Proposed Utility Rate Increases" mailed as a notice of public hearing. This notice included proposed monthly fixed rates for "Las Posas Residential Users" and monthly volume-based rates for "Las Posas Commercial/Institutional Users". After further review by City staff, the ordinance to establish Wastewater System User Fees submitted to the City Council and approved for first reading and introduction on January 19, 2016 specified in Part 2, Section B.8 rates for Las Posas users lower than those set forth in the notice of public hearing.

When Ordinance No. 2901 was brought back to the City Council for adoption on January 26, 2016, Section B.8 inadvertently used the rates specified in the mailed notice and different wording pertaining to assumed returns to the wastewater system. Staff subsequently recognized the clerical error and, to correct the error, submits the corrected version of Section B.8 (page 7 of Ordinance No. 2901) in accordance of Government Code section 36934. This clerical correction of Section B.8 reflects the first reading of January 19, 2016.

FINANCIAL IMPACT

None, since this correction does not affect any financial changes.

ATTACHMENTS

Attachment No. 1 Incorrect Section B8

Attachment No. 2 Correct Section B8

7. Wastewater System Rate for Wastewater Treated by Another Agency

Where wastewater is collected by the City and is accepted by another agency for transmission, treatment and disposal, the monthly wastewater rates shall be equal to the rate charged by such agency for transmission, treatment and disposal of such wastewater, anything to the contrary herein notwithstanding.

8. Additional Charges for Outside the City Users of City Wastewater System

Those outside the City users of the Las Posas sewer line shall be charged a monthly rate for wastewater service as follows. Wastewater service is deemed to begin when water service begins. The rate per hundred cubic feet (HCF) of water used is based on the assumption that 85 percent of the water consumed is returned to the wastewater system. The Public Works Director shall have the right to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

a. Monthly Rates for User Charge Formula – Outside City

Service	Effective March 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Single Family Residential per	\$98.58	\$108.44	\$117.12	\$126.49	\$136.61
Multi-family Residential per	\$66.06	\$72.67	\$78.49	\$84.77	\$91.56

b. Monthly Rates for Las Posas Commercial/Institutional Wastewater Use

Tier	Service	Effective March 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
1	0 to 50 HCF/Month	\$6.62	\$7.29	\$7.88	\$8.52	\$9.21
2	> 50 to 930 HCF/Month	\$8.28	\$9.11	\$9.84	\$10.63	\$11.49
3	> 930 HCF/Month	\$16.54	\$18.20	\$19.66	\$21.24	\$22.94

C. Industrial and Liquid Waste Sampling, Analysis and Flow Measurement

Dischargers whose wastewater charges are individually calculated using the Oxnard Formula shall be responsible for costs of required sampling, analysis and flow measurement associated therewith as provided in Chapter 19 of the Oxnard City Code. If sampling, analysis and flow data are not provided to the City as required, the Public Works Director shall cause monitoring to be performed or an estimate made to enable charges to be rendered. The discharger shall be billed for these extra costs.

7. Wastewater System Rate for Wastewater Treated by Another Agency

Where wastewater is collected by the City and is accepted by another agency for transmission, treatment and disposal, the monthly wastewater rates shall be equal to the rate charged by such agency for transmission, treatment and disposal of such wastewater, anything to the contrary herein notwithstanding.

8. Additional Charges for Outside the City Users of City Wastewater System

Those outside the City users of the Las Posas sewer line shall be charged a monthly rate for wastewater service as follows. Wastewater service is deemed to begin when water service begins. The rate per hundred cubic feet (HCF) of water used is based on the assumption that 85 percent of commercial and 60 percent of residential water consumed is returned to the wastewater system. The Public Works Director shall have the right to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

a. Monthly Rates for User Charge Formula – Outside City

Service	Effective March 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Single Family Residential per	\$77.32	\$82.91	\$88.02	\$93.44	\$99.31
Multi-family Residential per	\$53.99	\$57.85	\$61.43	\$65.25	\$69.31

b. Monthly Rates for Las Posas Commercial/Institutional Wastewater Use

Tier	Service	Effective March 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
1	0 to 50 HCF/Month	\$6.39	\$6.83	\$7.24	\$7.66	\$8.12
2	> 50 to 930 HCF/Month	\$7.99	\$8.53	\$9.03	\$9.56	\$10.13
3	> 930 HCF/Month	\$15.98	\$17.05	\$18.02	\$19.06	\$20.19

C. Industrial and Liquid Waste Sampling, Analysis and Flow Measurement

Dischargers whose wastewater charges are individually calculated using the Oxnard Formula shall be responsible for costs of required sampling, analysis and flow measurement associated therewith as provided in Chapter 19 of the Oxnard City Code. If sampling, analysis and flow data are not provided to the City as required, the Public Works Director shall cause monitoring to be performed or an estimate made to enable charges to be rendered. The discharger shall be billed for these extra costs.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-2

DATE: March 22, 2016

TO: City Council

FROM: Greg Nyhoff, City Manager
Office of the City Manager

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
greg.nyhoff@ci.oxnard.ca.us, 385-7430

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

City Manager Contract List for 03/22/2016

Contracts from \$25,000 to \$250,000

A Elevator Service Agreement

Vendor:	Republic Elevator Company	Amount to be Approved:	\$30,000
Type:	Original Agreement	Current FY Amount:	\$15,000
Agreement No.:	7340-15-CM	Total Contract Amount:	\$30,000
Amendment No.:	N/A	Funding Source:	Facilities Maintenance
Purchase Order No.:	2216	Vendor Selection Process:	Informal Bids
Begin Date:		# of Bids/Proposals/Quotes:	3
End Date:	12/31/2016	Project Manager:	Mike Glenn
Term:		Department:	Public Works Department/Facilities Maintenance
		Telephone:	385-8077
		Email:	mike.glenn@oxnard.org

Purpose: This agreement is for repair and maintenance services for elevators located at City-owned facilities. The City solicited bids from three elevator service companies who were able to meet the requirements of the agreement. We are proceeding with the second lowest bidder as the lowest bidder was unwilling to agree to the City's standard contract language.

B Remove existing 100 ton chiller. Purchase and install 1 (one) new Trane 100 ton chiller

Vendor:	West Coast Air Conditioning	Amount to be Approved:	\$95,000
Type:	Original Agreement	Current FY Amount:	\$95,000
Agreement No.:	7381-16-CM	Total Contract Amount:	\$95,000
Amendment No.:	N/A	Funding Source:	Capital Outlay Fund
Purchase Order No.:	2563	Vendor Selection Process:	Informal Bids
Begin Date:	02/25/2016	# of Bids/Proposals/Quotes:	3
End Date:	02/24/2017	Project Manager:	David Hart
Term:	1 year	Department:	Public Works Department/Facilities Maintenance
		Telephone:	200-2010
		Email:	david.hart@oxnard.org

Purpose: This agreement is for the removal of existing chiller, purchase and installation of one new Trane Air Cooled Scroll chiller at the Main Library located at 251 South A Street. Vendor will pay and pull all permits for crane use. Vendor will make all necessary points of connections, refill water, provide factory start up and test. This agreement includes a one-year warranty.

Pursuant to the City's Purchasing Policies, three informal bids were obtained for the removal of existing chiller and for the purchase of a new chiller. Two vendors made site visits and one had declined. West Coast Air Conditioning was selected as lowest responsible bidder.

ATTACHMENT
PAGE 1 OF 5

City Manager Contract List for 03/22/2016

Contracts from \$25,000 to \$250,000

C South Bank Neighborhood Resurfacing Project

Vendor: All American Asphalt
Type: Change Order
Agreement No.: A-7812
Amendment No.: 2
Purchase Order No.: 5555/5554
Begin Date: 07/28/2015
End Date: 01/22/2016
Term: 1 year 6 months

Amount to be Approved:
Current FY Amount: -\$56,433
Total Contract Amount: \$859,270
Funding Source: \$859,270
Vendor Selection Process: Lease Revenue Bond Funds
of Bids/Proposals/Quotes: Public Works Bid
Project Manager: 5
Department: Raymond Williams
Telephone: Public Works Department/CPM
Email: 385-7902
 raymond.williams@oxnard.org

Purpose:

Change Order #2 is the final balancing change order to credit the account for the cost difference between the estimated contract quantities and the actual quantities used on this unit price contract project as shown in the bid item schedule, detailing the actual costs. This contract was processed through a Public Bid process in accordance with the City's Purchasing Policies. Five bids were opened on July 1, 2015. All American Asphalt was determined to be the lowest responsive and responsible bidder. On July 28, 2015, Council awarded contract specification UD15-09 to All American Asphalt.

P Annual Maintenance for Interactive Voice Response Software

Vendor: Selectron Technologies
Type: Purchase Order
Agreement No.: N/A
Amendment No.: N/A
Purchase Order No.: 5774
Begin Date:
End Date:
Term: N/A

Amount to be Approved:
Current FY Amount: \$26,360
Total Contract Amount: \$26,360
Funding Source: General Fund
Vendor Selection Process: Sole Source
of Bids/Proposals/Quotes: N/A
Project Manager: Michael Hawkins
Department: Information Systems
Telephone: 385-7559
Email: michael.hawkins@oxnard.org

Purpose:

The City purchased the Interactive Voice Response (IVR) Software products from Selectron Technologies, Inc. in Fiscal Year 2004. This IVR software allows the City's utility customers to pay their bills via the phone. In addition, it enables Development Services customers to schedule permit inspections via the phone. In order to receive software support along with annual upgrades to enhance software functionality, the City must purchase annual maintenance from Selection Technologies, Inc., the only company that can provide these services for this proprietary software.

ATTACHMENT 1
 PAGE 2 OF 5

City Manager Contract List for 03/22/2016

Contracts from \$25,000 to \$250,000

E Purchase Three 2015 Ford C-Max Hybrid Sedans for CUPA (Certified Unified Program Agency)

Vendor:	National Auto Fleet Group	Amount to be Approved:	\$81,137
Type:	Purchase Order	Current FY Amount:	\$81,137
Agreement No.:	N/A	Total Contract Amount:	\$81,137
Amendment No.:	N/A	Funding Source:	Certified Unified Program Agency Capital Outlay Funds
Purchase Order No.:	5770	Vendor Selection Process:	Joint Purchase
Begin Date:		# of Bids/Proposals/Quotes:	N/A
End Date:		Project Manager:	Joseph Rodriguez
Term:	N/a	Department:	Public Works Department/Fleet Services Division
		Telephone:	385-8011
		Email:	Joseph.Rodriguez@oxnard.org

Purpose:

The Oxnard Fire Department's Certified Unified Program Agency (CUPA) requests the purchase of three (3) Ford C-Max Hybrid sedans to replace three 15-year-old vehicles: two of which having over 120,000 miles and needing repairs; one of which was already auctioned off. These new vehicles will be used for hazardous material emergency response and facility inspections.

On February 9, 2016, City Council approved the appropriation of funds for the purchase and outfitting of these three vehicles from the CUPA Capital Outlay Fund. In line with the City's goal of promoting alternative fuel vehicles, staff requests the purchase of three (3) 2015 Ford C-Max Hybrids at a cost of \$27,045.66 each, for a total cost of \$81,136.96. The vehicles will be purchased using a cooperative joint purchase agreement with National Auto Fleet Group under the National Joint Powers Alliance (NJPA) Master Contract No. 102811.

City Manager Contract List for 03/22/2016

Contracts from \$25,000 to \$250,000

F Outfitting of Three Police K-9 Vehicles Donated by the Oxnard Community K-9 Foundation

Vendor: West Coast Lights and Sirens
 Type: Purchase Order
 Agreement No.: N/A
 Amendment No.: N/A
 Purchase Order No.: 5772
 Begin Date:
 End Date:
 Term: N/A

Amount to be Approved: \$44,573
 Current FY Amount: \$44,573
 Total Contract Amount: \$44,573
 Funding Source: State COPS Grant Account
 Vendor Selection Process: Informal Bids
 # of Bids/Proposals/Quotes: 3
 Project Manager: Joseph Rodriguez
 Department: Public Works Department/Fleet Services Division
 Telephone: 385-8511
 Email: Joseph.Rodriguez@oxnard.org

Purpose:

City staff is requesting permission to outfit three (3) Chevrolet Tahoe sport utility vehicles donated by the Oxnard Community K-9 Foundation for use by the Police Department's K-9 Unit. Before these vehicles can be placed into service, they need to be "outfitted" with radios, lights, sirens, and other necessary accessories. In accordance with the City's Purchasing Policies, Fleet Services staff requested outfitting quotes from three vendors: West Coast Lights & Sirens, Drive Customs Emergency Vehicle Experts, and Emergency Vehicle Specialists. Of the three, West Coast Lights & Sirens submitted the lowest responsible quote of \$14,857.64 per vehicle, for a total cost of \$44,572.92.

On January 26, 2016, City Council approved Resolution No. 14,888 to accept the donation of three (3) Chevrolet Tahoe sport utility vehicles from the Oxnard Community K-9 Foundation and authorized the execution of a Memorandum of Agreement (MOA) with the Oxnard Community K-9 Foundation relating to the City's use of these vehicles. Per the MOA, the City and the Police Department would accept all responsibilities associated with owning the vehicles, including outfitting costs. Funding is available from the State Supplemental Law Enforcement Services Funds for the Citizens Option for Public Safety (COPS) Program and is an allowable expense under this program.

ATTACHMENT 1
 PAGE 4 OF 5

City Manager Contract List for 03/22/2016

Contracts from \$25,000 to \$250,000

G Purchase Two (2) 2016 Ford F-150 Pickup Trucks for Environmental Resources

Vendor:	Ford of Ventura	Amount to be Approved:	\$59,957
Type:	Purchase Order	Current FY Amount:	\$59,957
Agreement No.:	N/A	Total Contract Amount:	\$59,957
Amendment No.:	N/A	Funding Source:	Environmental Resources Capital Outlay Funds
Purchase Order No.:	5773	Vendor Selection Process:	Request for Bids (RFB)
Begin Date:		# of Bids/Proposals/Quotes:	1
End Date:		Project Manager:	Joseph Rodriguez
Term:	N/A	Department:	Public Works Department/Fleet Services Division
		Telephone:	385-8011
		Email:	Joseph.Rodriguez@oxnard.org

Purpose:

Environmental Resources requests the purchase of two (2) 2016 Ford F-150 pickup trucks to replace two vehicles with transmission and engine problems and which have exceeded the City's recommended 120,000-mile replacement threshold. These new vehicles will be used to provide adequate customer service in response to route checking, container maintenance, illegal dumping, residential container exchanges, and special material pickups

On January 14, 2016, Purchasing posted Bid No. PW-R16-12 on the City's website and sent it to 13 vehicle vendors, with a deadline of January 27, 2016. Ford of Ventura was the only bidder; bidding \$29,978.65 per truck, for a total cost of \$59,957.30 for two. Funds are available from Environmental Resources' Capital Outlay Funds.

ATTACHMENT 2
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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: I-3

DATE: March 22, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

Handwritten signatures of Greg Nyhoff and Ashley Golden.

FROM: Ashley Golden, Development Services Director

SUBJECT: Transportation Development Act (TDA) Local Transportation Fund (LTF)
Allocations for Fiscal Year 2016-17

CONTACT: Cynthia Daniels, Development Services
Cynthia.Daniels@ci.oxnard.ca.us, 385-7871

RECOMMENDATION

That City Council authorize the Development Services Director to submit a claim to Gold Coast Transit District (GCTD) for \$511,059 for Fiscal Year (FY) 2016/17 Transportation Development Act (TDA) Local Transportation Fund (LTF).

BACKGROUND

The State Legislature adopted the Transportation Development Act (TDA) in 1972, creating a Local Transportation Fund (LTF) in each county for transportation purposes (Attachment 1). The City receives a share of the ¼ cent general sales tax collected statewide through a formula established in the TDA. The primary purpose of TDA is for transit services. TDA revenue in western Ventura County is allocated to the Gold Coast Transit District (GCTD). Oxnard's TDA funding for transit services is disbursed through GCTD, not directly to the City. The City files a claim with GCTD to obtain the City's funding.

The City uses these funds to support the operation of the Oxnard Transit Center, the operating budget for the transit services program, and the bus stop maintenance program. The bus stops without advertising are maintained with this funding. The TDA LTF revenue may only be used for transit services. For FY 2016/17, \$511,059 of LTF Article 4 transit funds would be disbursed to the City budget in the following categories:

Oxnard Transit Center (OTC) operation and maintenance	\$461,059
and City transit services budget	
Bus Stop Maintenance	<u>\$ 50,000</u>
Total	\$511,059

For the FY15/16 the City received \$665,000, distributed as follows: \$500,000 supported the Oxnard Transit Center operations and the transit services program, \$50,000 supported the bus stop maintenance program, and \$165,000 supported the Harbor and Beaches Dial A Ride Service. The \$165,000 was a 1:1 swap with GCTD for Air Pollution Buy-down Funds to assist GCTD with their fare box recovery ratio. The staff is not recommending the City swap funds with GCTD in the next fiscal year.

FINANCIAL IMPACT

The TDA LTF funds will support the OTC operations, and the transit services and bus stop maintenance programs in FY 2016-17. The estimate for the budget for operations of the OTC (Account No. 213-3110) is \$518,356. The TDA LTF allocation of \$461,059 for the OTC expenditures would be supplemented by revenue from interest earnings (Account No. 213-3111-532-7481) of \$16,577, and lease revenues (Account No. 213-3110-557-7441) of \$174,945, for a total budget of \$518,356.

The TDA LTF allocation of \$50,000 (Fund 213) for the bus stop maintenance program will be sufficient for FY 2016-17 operations.

ATTACHMENT

- 1 - The Transportation Development Act (TDA) Overview, *The TDA Guidebook: Statutes and California Code of Regulations*, Caltrans Division of Mass Transportation, April 2013

THE TRANSPORTATION DEVELOPMENT ACT (TDA) OVERVIEW

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans.

The TDA provides two funding sources:

1. Local Transportation Fund (LTF), which is derived from a ¼ cent of the general sales tax collected statewide.
2. State Transit Assistance fund (STA), which is derived from the statewide sales tax on diesel fuel.

The State Board of Equalization, based on sales tax collected in each county, returns the general sales tax revenues to each county's LTF. The STA funds are appropriated by the Legislature to the State Controller's Office. That Office then allocates the tax revenue, by formula, to planning agencies and other selected agencies. Statute requires that 50% of STA funds be allocated according to population and 50% be allocated according to operator revenues from the prior fiscal year.

The TDA funds a wide variety of transportation programs, including planning and program activities, pedestrian and bicycle facilities, community transit services, public transportation, and bus and rail projects. Providing certain conditions are met, counties with a population under 500,000 (according to the 1970 federal census) may also use the LTF for local streets and roads,* construction and maintenance. The STA fund can only be used for transportation planning and mass transportation purposes.

Public participation is a key component of TDA. Public meetings are held to discuss transportation needs and hear concerns. Regional planning agencies are required to establish Social Service Transportation Advisory Councils (SSTAC), comprised of the transit-dependent, including disabled, elderly and low-income representatives. SSTAC members work with local agencies in developing transit unmet needs criteria, which are used in making project approval decisions.

To ensure program compliance, fiscal and performance audits are conducted. Fiscal audits are conducted annually, and include transit operator's expense-to-revenue ratio, known as farebox recovery. Performance audits are conducted every three years and include performance measures that verify the efficiency and effectiveness of planning agencies and transit operators. Both fiscal and performance audits are conducted by entities designated by the transportation planning agency (other than itself), a county transportation commission, or an operator.

Generating \$1.8 billion dollars in the 2012/13 fiscal year, TDA continues to be a major funding source for public transportation in California.

** repealed streets & roads uses*



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1-1

DATE: March 22, 2016

TO: City Council

FROM: Greg Nyhoff, City Manager
Office of the City Manager

SUBJECT: Use of Professional Subject Matter Experts and Overview of the City's Talent Development Initiative

CONTACT: Greg Nyhoff, City Manager
Greg.nyhoff@oxnard.org, 385-7430

RECOMMENDATION

That City Council receive a report on the City's use of professional subject matter experts and the overview of the City's talent development initiative.

BACKGROUND

At the February 23, 2016 City Council meeting, Council requested that staff draft a report on the City's use of professional subject matter experts and its plan to reduce the City's use of such consultants in the future. This staff report discusses the reasons the City engaged in subject matter experts ("SMEs") beginning in July, 2014 and describes the talent development initiative underway to re-engage employees in professional development opportunities.

On January 26, 2016, staff provided a memorandum to Council (Attachment A: 1/13/16 Use of Consultant Memorandum) that described in detail the City's use of consultants, such as SMEs. Staff explained that cities use SMEs regularly to address a variety of challenges city governments face. From addressing human resources issues to conducting independent investigations of city departments, these experts provide specialized skill sets and specific technological or engineering assistance that help our city function effectively.

It is widely accepted as a best practice among municipal executives that hiring SMEs on a temporary basis is more cost-effective for cities than hiring such specialized positions internally. Just as a family physician may refer a patient to a specialists when an ailment becomes complex, so too must city governments look to specialists to diagnose and repair their most vexing challenges.

The memorandum retraced the activities that led to the City's use of Management Partners and Renne Sloan Holtzman Sakai LLP (RSHS), particularly because of the public discourse led by some public sector union representatives. These two firms have been instrumental in assisting the City Council and City Manager's Office in identifying, addressing, and negotiating inappropriate past practices for accrued leave and pay supplements, and other budgetary structural deficiencies. The firms conducted critical employee and departmental investigations that uncovered the real financial situation our city found itself in after years of mismanagement.

Finally, the memorandum delineated the cost differential between the City's use of SMEs and city employees. When one takes into consideration the full, encumbered cost of salaried employees – including salary wages, healthcare and retirement benefits, and paid leave – it is often comparable to the cost of contracting external experts. And because they get contracted on a temporary basis to diagnose and repair specific problems, staff is extremely confident that engaging them has and will continue to save the City a significant amount of money in the long term.

UPDATE SINCE JANUARY 26, 2016

Given the public's interest in the City's use of SMEs and in the spirit of complete transparency, the Office of the City Manager has prepared a comprehensive list of SMEs the City has engaged since July 1, 2014. (Attachment B: Use of Subject Matter Experts (SMEs) – July, 2014 – February, 2016)

Over the last eighteen months, the City executed 112 agreements with 91 firms totaling approximately \$22.5 million. Estimated expenditures over this same period approximated \$540 million. These agreements during this period equaled 4% of expenditures, and many extended over multiple years. The comprehensive list shows the diverse roles these SMEs have played in our community. The most common role, as reflected in the attachment, is to provide specialized expertise on specific technological or engineering projects the City needed to complete within a specific timeframe. In other words, experts represent short-term uses for projects that typically do not justify creating permanent staff to accomplish the tasks or incur the costs on a recurring basis; they are, by their nature, temporary.

To help illuminate the roles the SMEs play, below are 12 of the 91 contracted companies with contract amounts near or over \$500,000, which represent 2.6% of total expenditures during this same period. There are several noteworthy similarities.

Carollo Engineers, Inc.	\$5,242,509
Renne Sloan Holtzman Sakai	\$1,569,000
WKE, Inc.	\$ 975,081
WaterWise Consulting, Inc.	\$ 960,599
Infosend, Inc.	\$ 926,923
Interface Children and Family Services	\$ 764,600
Hopkins Groundwater Consultants, Inc.	\$ 750,000
Stantec Consulting Services Inc.	\$ 750,000
Management Partners	\$ 683,600
Eadie and Payne, LLP	\$ 609,675
Hunt Ortmann et al	\$ 500,000
Kane, Ballmer and Berkman	\$ 498,000
Total:	<u>\$14,229,987</u>

CASE STUDIES AND SUCCESS STORIES

One law firm was hired to strategize and litigate a major case on behalf of the City, and the City secured \$6.1 million as a result. The other law firm provided support in the wind down of the redevelopment districts and the successor agency. Most substantive litigations in cities are handled by outside litigators because the workload is large, the skills needed are specialized, and the financial stakes for the City are high. The redevelopment issue represents a specialized area and requires some independence from the City. Within the next few years it is expected to be resolved entirely and the contract with that firm will end.

The gang prevention contract with Interface Children and Family Services is a CalGrip grant that represents a contract between the City and a non-profit partner to provide a specialized skill set to address the City's gang intervention strategies. This partnership is key to fulfill our City's commitment to public safety and successfully decreased gang activity in Oxnard, as well as increasing City/Non-profit partnerships where possible.

The Infosend contract is related to our City's utility bills and includes processing, printing, mailing and customer support. This is a specialized area that would be hard to replicate with City staffing primarily due to the sheer volume of the work.

The Carollo Engineering contract covered detailed reviews of the City's infrastructure for wastewater, stormwater and streets systems. Their assessment led to the development of a complex financing plan to address capital needs, bond covenants and cash flow needs. Additionally, these engineers determined limits in industrial discharge into the City's wastewater system, a one-time project that required specialized skills. This represents an intense workload over 24 months.

The Hopkins Groundwater Consultants specialize in groundwater issues and Stantec provided on-call engineering services required to complete specialized projects that staff could not handle due to workload or the need for a specific skill set.

ANALYSIS

This list of engagements demonstrates what staff believes is an appropriate use of subject matter experts to best serve a city of 200,000+ people. The use of such experts is normal for a city like ours.

Staff believes that using experts in this way shows the kind of smart, courageous leadership that is absolutely required to lead Oxnard to finally regain public trust and put our fiscal house in order.

However, we are also uncomfortable with the City's use of outside resources to address issues in our Human Resources and Finance Departments. Concerns are not with the SMEs themselves, given they provided high quality counseling when our city needed it most. Rather we were concerned with the lingering personnel challenges throughout City departments after years of poor management practices by predecessor city staff. The City needs its Finance Department to be strong, ethical, and highly transparent as it enters another budget cycle.

Knowing this need, one of the first actions by the new City Manager's Office was to ask RSHS assume complete management responsibility for the Human Resources Department that was not addressing the

needs of the city. In that role, RSHS provided the senior management and legal advice the department sorely needed at that time. They counseled staff in correcting practices that did not conform to policies regarding the use of accrued leaves, supplemental pay and other issues that had led to budget problems. They completed a comprehensive assessment of the systems in Human Resources, uncovered significant errors and helped staff proactively fix issues before being subjected to outside audits and potential fines. Their attorney drafted a complete new set of personnel policies to replace outdated ones, which the City's HR director is currently reviewing and plans to implement soon. This initial activity amounted to 34 percent of RSHS's billings and has essentially disappeared as of last summer. Savings from vacant positions and the cessation of erroneous compensation practices helped cover these costs.

The City is obligated to conduct thorough investigations of alleged wrongdoing or violations and we needed to conduct thorough investigations in Police, Fire and the City Manager's Office to name a few. It is important to complete investigations quickly, professionally, and in a manner that will withstand legal challenge. As the City Attorney and HR Department were not equipped to handle such investigations at the time, the City hired RSHS to complete them. This represented 16 percent of their billings. RSHS also represents the City in various arbitration proceedings.

The balance of their costs was related to labor negotiations. Approximately 70 percent of these costs were spent in the first of their contract. The recent billings from RSHS are almost entirely attributable to labor negotiations with our city's unions and are at a standard level, given that seven (7) active labor contracts are being negotiated simultaneously.

Similar to RSHS, the majority of Management Partners' work involved filling the Finance Director position and working with staff to produce an improved budget and a long-range financial model. The other major cost category was the organizational assessment which uncovered substantial issues that if not addressed would have led to a continuing trend of growing system failure for the City. They provided the road map for the City's stabilization and recovery. It was a wise investment. Again, savings from a vacant position assisted in covering these costs.

FUTURE USE OF SUBJECT MATTER EXPERTS

Staff is confident that hiring these SMEs over the past 18 months has saved the City from a dismal fate. By leaning on their help, the City's finances and systems received a much-needed independent review and reboot. Thanks to their findings, we now have a roadmap for a healthy future.

To achieve this, we must recognize that years of neglect cannot be corrected overnight. We cannot flip a switch and hope things turn around on their own. Rather we must continue to methodically rebuild the City's internal departments and then gradually reduce our use of contract experts. RSHS is a prime example of that, in terms of their role in the Human Resources Department. With the addition of new Finance Department staff, we will soon be able to reduce most contracted costs in that department.

The majority of these contracts involve specialized skills for one-time projects in a short time frame. It would be hard to justify filling these roles with salaried staffers in-house. However, that need for contractors should not spread farther than it needs to. When appropriate, city management's preference is to hire qualified, highly trained department staff that will bring consistency and institutional knowledge to their positions. Staff has been, and will remain, vigilant that the city not become overly dependent on contracted support.

Staff will continue to monitor the transition of Finance Department staff closely to ensure the City gradually reduces its use of support from Management Partners. Staff will also evaluate the use of contractors in the Department of Public works to determine whether it can reduce the long-term use of engineering contracts by hiring full-time engineering staff.

PLANS TO INCREASE EMPLOYEE CAPACITY

The Management Partners and RSHS organizational assessment analyzed the internal service areas of the City. Although the assessment did not evaluate many of the operating departments, it did speak directly to the causes for Oxnard's challenges, beginning with an unhealthy organizational culture and low professional standards. We have replaced many of the department leadership roles to help address those systemic problems, but we must be deliberate in our efforts to create a renewed standard of excellence throughout Oxnard's city government.

TALENT DEVELOPMENT INITIATIVE

An important phase in this process will be the city management's talent development initiative. This initiative focuses on creating a new organizational culture that will reach all levels of staff, but starts at the top. With the new senior leadership team comes redefined professional standards, expectations, and values.

The talent development initiative will address five key issues: (1) the previous lack of investment in professional development among employees, (2) the history of perceived employee disengagement which are costly to the organization, particularly in lost productivity among some areas of the city, (3) a lack of clarity about the City's professional standards and expectations across the organization, (4) the failure of Senior leadership to work with mid-managers to participate in and enforce solutions, and (5) the desire to transform the organizational culture.

Oxnard's emphasis on creating a culture of learning and professional development within the organization will require an intentional effort by the Council, top management, and mid-managers. We must shift the City's organizational culture from one of disengagement to one that emphasizes and rewards talent development and employee engagement. The goal is to re-ignite each employee's passion for public service, train and develop their skill-set, and raise their professional standards to better serve this community.

Lastly, the City of Oxnard needs to re-define the role of managers. Managers must prioritize more than their work product and basic management, but also promote learning and nurture talent in their subordinates. Mid-managers must also take on expanded roles as professional staff and talent developers. To ensure all managers comply with these new standards, their performance reviews must all be dependent on these new expectations.

The talent development initiative is already underway. To ensure the initiative stays on track, the table below shows that we have mapped out a months-long schedule with professional development programs and training opportunities for employees.

TALENT DEVELOPMENT INITIATIVE SCHEDULE

DATE:	TIME:	TARGET AUDIENCE:	SUBJECT:
Jan. 20, 2016	8:30 to 4:00	Supervisors & Mid-Managers	"Supervisory Skills for the First Line Supervisor/Manager"
Jan. 22, 2016	8:30 to noon	Mid-Managers through Executive Management	2 nd Quarterly Management Meeting: "Growing Our Own Leaders"
Feb. 25, 2016	1:30 to 4:30	Leadership Development Team	Kick-off Meeting with LDT – Interdepartmental team of Mid-Managers & Line Staff
Mar. 2, 2016	9:00 – 12:00	Executive Management, HR/Employee Relations Managers	"Public Sector Employment Law Update"
Mar. 10, 2016	1:00 to 2:30	All Employees	ICMA Coaching Webinar: Thriving as a High Performance Organization
April, 2016	N/A	All Employees	One-to-One Coaching Program Kick-off
April 1, 2016	8:30 to 11:30	Mid-Managers and Executive Management PACC	Quarterly Management Training: "How to Conduct a Development Conversation" (Session 1)
April 1, 2016	1 to 4 p.m.	Leadership Development Team: PACC	Meeting to Prepare for Development of a 2-Year Action Plan
April 6, 2016	8:30 – 11:30	Supervisors through Executive Management	"12 Steps to Avoiding Liability"
April 13, 2016	10:00 to 11:30	All Employees	ICMA Coaching Webinar: Building Civic Leadership and Community
April 15, 2016	8:30 to 11:30	Mid-Managers and Executive Management	Quarterly Management Training: "How to Conduct a Development Conversation" (Session 2)
April 15, 2016	1-4 p.m.	Leadership Development Team	Finalize 2-Year Action Plan
April, 2016		All Employees	Speed Coaching Event
May, 2016	TBD	Mid-Managers, Executive Management, Presenters	How to Make Presentations Meaningful and Tell A Story that Resonates W/Audience
May 4, 2016	8:30 – 11:30	Supervisors, Mid-Managers	"Leaves, Leaves, and More Leaves"
May 4, 2016	1:00 – 4:00	Supervisors, Mid-Managers	"Accommodating Bad Behavior: The Limits on Disciplining Disabled Employees"
May 13, 2016	1:00 to 3:30 p.m.	Mid-Managers and Senior Leadership Team	Follow-up Feedback and Resources Workshop re: Development Conversation Training and Results
May 19, 2016		All Employees	ICMA Coaching Webinar: Ethics in Action
Ongoing		All Employees	2016 ICMA Coaching Webinar Programs

PERFORMANCE EVALUATION SYSTEM

In addition to the talent development initiative, we are in the process of developing a new supervisory and line-staff performance evaluation tool along with a professional development program focused on developing desired skill sets.

INTERDEPARTMENTAL TEAMS: ELIMINATE SILOS AND PROMOTE INTERDEPARTMENTAL COORDINATION

In an effort to address concerns regarding silos and to increase communication and coordination across departments, the City has begun an intentional effort to encourage and establish interdepartmental teams made of mid-managers, line staff, and/or department heads to problem solve, address issues, or work collaboratively to develop service delivery strategies from a citywide perspective. Three examples are the Leadership Development Team (LDT), the Council's Strategic Teams, and the Southwinds Neighborhood effort.

The LDT is a newly created work group that will begin working on an employee initiated action plan to address employee professional development strategies. The City faces a serious "retirement wave," which could lead to a leadership crisis and brain drain. For example, 30% of all managers are currently eligible to retire. Within 5 years, 60% will be eligible to retire. Among public safety managers 33% are eligible to retire today, and within five years, 80% will be eligible. Consequently, the Office of the City Manager convened the Leadership Development Team made up of a diverse group of employees from all departments and all levels (including labor representatives) who will be charged with developing and implementing an action plan that aims to *accelerate* the growth and development of all our employees. By involving employees in these decisions, staff hopes to create buy-in and foster a sense of shared responsibility in the city's efforts.

The interdepartmental Council Strategy Teams were created to develop the detailed business plans to respond to the four Council priorities identified during the Council's priority setting workshop. These four strategies require coordination across departments to effectively achieve the goals and objectives within each priority area. For this reason, the City Manager established these interdepartmental strategy teams made up of individuals from a variety of departments that will work together to develop and monitor implementation of the business plan over the course of the next two years. These high potential employees voluntarily serve on the strategy teams because of their interest for professional development and commitment in enhancing the organization, and their commitment to strategically addressing the City's top priorities.

The Southwind Neighborhood group is an interdepartmental approach that includes employees from general services, police, recreation, and code enforcement. The group has and will serve as a community liaison to address issues raised by residents in that neighborhood.

These are several examples of how culture change will occur through traditional training, as outlined in the Talent Development Initiative schedule and through interdepartmental collaboration to enhance service delivery and better serve our communities.

SUMMARY

In conclusion, the use of outside specialized help has proven to be critical to getting the City back on track. Accessing outside assistance in catching problems early and filling in for vacant senior management positions was critical in completing necessary repair work in the organization. The use of SMEs has already significantly reduced in the Human Resources Department since the hiring of new senior leadership. Similarly, staff expects our contracts with the Finance Department will also be significantly reduced as new staff is hired and the auditing team completes the comprehensive annual financial report.

As NBS and other firms fix and/or update our maintenance assessment districts, user fee schedule, and development impact fee program, the use of outside help in these areas will greatly reduce as well.

Finally, the City's talent development initiative will seek to address any remaining performance issues, re-engage the workforce, and develop the new Oxnard culture of excellence. This initiative will help ensure the City's challenges over these last 18 months will lead to a bright, healthy financial future for Oxnard and that the transformation we have begun stays on course.

FINANCIAL IMPACT

The cost for these agreements has previously been appropriated. At this time we are not asking for funding.

ATTACHMENTS

- Attachment A: 1/13/16: Use of Consultants Memorandum from Greg Nyhoff to Council
- Attachment B: Listing of Professional Services Contracts since July, 2014

Greg Nyhoff
City Manager



Office of the City Manager

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DATE: January 13, 2016

TO: Mayor and City Council

FROM: Greg Nyhoff, City Manager

SUBJECT: Use of Consultants

This memorandum is to address the concerns expressed by some members of the public about the City's use and reliance on consultants to conduct our business in Oxnard. While I have responded to these concerns informally at Council meetings, I wish to respond in a more comprehensive manner and clarify my position on this issue.

I heard various explanations for people's concerns around the use of consultants, including: 1) they are much more expensive than City staff; 2) questioning why the current City staff cannot deal with some of these issues; and 3) the consultants are running the City i.e. the proverbial "tail wagging the dog". I will respond to each of these concerns by: explaining why cities typically use consultants; why specifically I have used consultants since coming here in June, 2014; address the perceived cost premium; and where I need to continue to use them to satisfy the Council's goals and ultimately achieve my standards for high-performance and good governance.

WHY CITY MANAGERS UTILIZE CONSULTANTS

There are four basic reasons why City Managers (and Oxnard is no different) temporarily bring in consultants to assist City staff. First, it is due to temporary workload demands with tight timeframes for completion. Second, it actually is more cost effective to bring in a consultant, conduct their work and let them go, rather than have a "full time equivalent" permanent staffer that may not be busy all year. Third, some municipal issues have become so complex that special skills or unique technological applications are developed in consultant practices that simply isn't cost effective to be replicated in the City. This is no different than going to a general practitioner vs. a specialist doctor. Fourth, sometimes contracting out for a certain function provides an extra level of independence that the Council or I might want in a particular situation e.g. the Internal Audit Program or the organizational assessment.

ATTACHMENT 1
PAGE 1 OF 2

My use of consultants has been for the exact same four reasons mentioned above; however, I am acutely aware of the extra consultant activity in certain areas. It is largely due to extreme executive staff turnover, especially in departments that were distressed and the need to quickly complete time sensitive work such as personnel investigations, address past deficient practices e.g. leave accruals, maintenance assessment districts, etc. and completing a budget during difficult times. I will elaborate later on this, but I think this is a temporary phenomenon due to what we inherited and will gradually dissipate over time.

Looking at a mountain range into the distance can best visually portray workload in larger complex cities such as Oxnard. In the distance, you see peaks and valleys repeated across the horizon and are a metaphor for the ebbs and flows of work demands. The most cost effective cities staff up for the valleys and either use overtime or outside contracted help to handle the peaks in workload. The thought is of course, you can quickly reduce overtime or eliminate outside help once you are on the other side of the peak. This metaphor explains a large part of our consultant use. We are definitely barely staffed for the "valleys" as Oxnard's staffing levels are extremely lean for a city our size. If we are to address complex problems and still maintain basic service levels, we need to use consultants when it is in the best interest of the City. Once a project is done, the consultants should be training and transitioning to staff and they are let go.

MY USE OF CONSULTANTS REVISITED

The purpose of this section is to remind the reader exactly where I used consultant help since arriving at the City and I think you will find the common themes described earlier on why cities resort to consultants.

AUGUST 2014 TO MARCH 2015

ORGANIZATIONAL ASSESSMENT

As you know upon my arrival in June 2014, I soon began to see irregularities around the way the City was conducting business. Things like ignoring Council policy and labor agreements or over-stepping delegated authority boundaries were concerns that I took, and will continue to take, very seriously. As a result, I recommended and with your concurrence we commissioned an organizational assessment of the corporate support and accountability systems. This was a large project between Management Partners and Rene Sloan Holtzman Sakai (RSHS) and well worth it. It produced 128 recommendations and highlighted various concerns that had the City on a path leading to a major fiscal crisis. Had we not done the assessment, these financial and mismanagement issues would have been much more difficult to address later, than what we experienced in the FY 2015-16 budget. I can think of many findings and recommendations that will produce savings to the General Fund or penalties avoided by assertively correcting errors that far exceed the cost of this project. Having said this, I am very sensitive to a protracted dependence on consultants, so a key focus of mine is when consultants are brought in to fix

inherited problems e.g. maintenance assessment districts, user fee schedule, etc. they will train staff to assume responsibility going forward.

INTERIM STAFFING OF HUMAN RESOURCES AND FINANCE

During this time frame, we experienced turnover in two key positions, the Directors of Human Resources and Finance, when we could least afford vacancies given the massive backlog in position vacancies and the upcoming budget process that was already on a difficult trajectory, we just did not know it. I asked Management Partners and RSHS to provide me a seasoned interim Finance Director and Human Resources Director respectively. I recommended to Council an augmentation of the organizational assessment contract given Management Partners and RSHS were now inside the organization and strived to make improvements in those two distressed departments. I'd like to point out that senior executive's pay and benefit costs are high in the marketplace for these positions of responsibility. Likewise, experienced consultants with the same skill sets are paid commensurately; and not much different than what we would pay in-house staff, when completing an "apples to apples" comparison (see below for further explanation). This item was not a new cost since the budget savings from the vacant positions covered most of this costs.

LEAVE ACCRUALS

Additionally, during this time period we uncovered various inappropriate practices around compensation and leave accruals. This required an inordinate amount of investigation, research, Council briefings and negotiations with labor groups in a compressed timeframe. And yes, this greatly added to our consultant costs. I am confident the long-term savings from the fix will more than pay for the related consultant costs.

SURPRISES

As you may recall, two months after my arrival, the Department of Housing and Urban Development (HUD) surprised us all in August of 2014 by communicating their frustration around numerous past audit findings that were not being addressed with our homeless grants. Given the time sensitive nature and my concern about the Housing Department I asked Bob Deis, then employed with Management Partners, to engage HUD and City staff and propose an amicable solution, which he did. While this was not a large dollar figure in the total scheme of things, this is just one example of the emergencies that needed addressing in a compressed timeframe with concerns about City staff performance.

HUMAN RESOURCE SUPPORT TO THE DEPARTMENTS

It is well documented that Human Resources lacked the capacity to adequately support the City of our size and complexity given the myriad of findings in the organizational assessment. Adding to this problem was the exit of the HR Director, without a well-planned transition to the next "permanent" Director. This required a multi-prong approach that included: RSHS providing

basic HR advice to departments on a daily basis regarding disciplinary issues, Family Medical Leave Act (FMLA) compliance, Americans With Disabilities Act (ADA) compliance and accommodations, drug testing, pre-employment background work, among other sensitive issues to keep the organization operating; researching and reviewing processes that were in disrepair as documented in the organizational assessment; and, triaging and fixing the highest priority deficiencies. It should be noted that, with the addition of Tabin Casio, our new HR Director, the costs in this category have noticeably decreased over time.

INVESTIGATIONS

Given Oxnard's unique history, I have taken very seriously any and all accusations of inappropriate behavior by our employees. It is important in these situations that professional investigations of each one occur in a quick but thorough manner. Appropriate findings must be developed that can withstand legal challenges and the "court" of public review. This is important to the City as a public agency and it is important to employees for fairness and due process reasons. We simply lack the capacity to complete these investigations consistent with the standards that I just mentioned, so RSHS stepped up and completed these. Additionally, this is one area where independence from the organization is beneficial to the credibility of the reviews and is a common business cost in cities.

APRIL 2015 TO NOVEMBER 2015

Council may recall that between April and November of 2015, a number of activities required consultant assistance, again, due to lack of staffing: development of an extremely challenging budget; completion of a new long range financial forecast to provide guidance on budget development; a full throttle implementation of the 128 recommendations found in the assessment; the quick and complete rewrite of our outdated personnel rules and procedures; and the rebooting of our labor negotiations that were essentially suspended until the budget was completed.

FORMULATING A DIFFICULT FY 2015-16 BUDGET

As Management Partners completed their assessment work, they observed how much of the expertise and responsibility for managing the City's finances stayed with one position, the previous Finance Director. As a consequence, with his leaving, the budget process was extremely challenging due to this knowledge/process vacuum and because our financial position so radically changed largely to fix previous financial management decisions that were detrimental to this City. As a result, the FY 2015-16 budget was compiled with a heavy use of Management Partners. While we have more work to do in this area, I think you will agree the budget document and process was more comprehensive and accountable (of all the City resources) than in previous years.

A glaring deficiency found in the assessment was that we were not complying with your Council's Financial Management Policies (FMP's) including the complete lack of any long range

financial forecasting. As a result, I asked Management Partners to create that long range forecast to provide us context on our fiscal challenges. The model has now been given to staff to maintain in the future.

THE OXNARD ORGANIZATIONAL ASSESSMENT IMPLEMENTATION ACTION PLAN (IAP)

Again, given the huge workload of repairing the organization through completion of the 128 recommendations, I asked Bob Deis to work with staff to help facilitate this effort. This is a huge project with 128 moving parts requiring a project manager, at least in the early stages of its development. In addition to acting as project manager for the implementation of these complex issues, he has augmented staff by developing Request For Proposals e.g. maintenance assessment districts, user fees, etc. and new programs like the Internal Audit Program. It is imperative to understand that at this point in time, we simply do not have the capacity to do all the work that needs to be done with current staff. Mr. Deis augments staff by getting projects and programs started to ensure they are not delayed. Once he gets them started, he hands them back to staff so they can manage the day-to-day efforts of the City.

PERSONNEL POLICIES AND PROCEDURES

The organizational assessment found many programs, practices, policies and procedures in disarray and we have been triaging the fixes. One that I decided needed immediate attention was the complete rewrite of our Personnel Rules and Procedures. These were long overdue for an update to conform to an ever-changing legal landscape. Given that RSHS provided the interim HR Director resource and they completed the assessment of that department, it simply was more cost effective to have them complete the update. This was a large project and I expect staff to maintain this manual going forward.

LABOR NEGOTIATIONS

Once the budget was adopted, as you know, we have attempted to reboot the labor negotiations to hopefully get agreement on new MOU's that comport with our cost parameters. This will be the primary expense category for RSHS in the foreseeable future. To my knowledge, the City has had a contracted labor relations program for some time; which I support given the "peaks" in workload and the desire to provide some independence from the organizational culture. As you know, under California public sector labor law there are various processes and procedures available to parties to pursue their interests. Thus, the cost of this function can be inherently high.

SECOND OPINIONS

Finally, with the concurrence of the City Attorney, I have requested RSHS input on a couple of outstanding litigation matters with huge cost implications. Their input benefitted the City with extremely positive outcomes.

COST OF CONSULTANTS VS. EMPLOYEES

There appears to be misconceptions around the costs of consultants that are important to clarify. For many consulting services the actual costs are not that much different than using City staff when you consider an “apples-to-apples” comparison. In other words, when you include all costs of an employee and convert these into a billable hour format, much like how costs are determined for consultants, there is not such a large deviation between the two. There are some exceptions to this statement in highly specialized areas where the consultant market extracts a premium, particularly in technical areas like some legal and engineering practices. This is when the employer must weigh the benefit of acquiring a specialty skill vs. the cost. Often times these specialty areas extract a premium because the issues or projects they work on carry such large consequences, and the impact of a mistake may far outweigh the premium in costs.

With respect to the cost comparison described above, it is important to identify the full cost of an employee. Besides their basic wage, “full cost” include their benefits e.g. medical, dental, life, vision, etc.; but it also includes retirement costs, vacation, sick leave and holiday costs. Once you determine the total costs, you then estimate the total “productive” work hours for an employee for the year. This starts with 2080 hours (52 weeks times 40 hours/wk.) but is reduced by vacation, sick leave and holiday hours, where the employee gets paid but they are not doing the work. The mathematical result is the total “productive” hours for the year. The billable rate equivalent is then calculated by taking the “full cost” of an employee divided by the “productive” hours.

Once you take the consultant billable rate and compare to the employee billable rate, you then have a true “apples-to-apples” comparison; since you are only paying a consultant for “productive” time.

We completed this calculation for one position, a department head. The results are:

- Oxnard Department Head Calculated Billable Rate \$176-\$188/hr.
- Management Partners Billable Rate For Similar Skill Sets \$160-\$190/hr.
- RSHS Billable Rate For Similar Skill Sets \$150-\$215/hr.

The costs are not radically different, notwithstanding the fact that these two firms have provided excellent staff that is at the pinnacle of their profession.

SUMMARY

Again, the mountain range metaphor I think accurately describes Oxnard’s challenges since my arrival. The organizational assessment and dealing with its results; the quick turnover of executive staff and the condition of some departments; responding to allegations of inappropriate conduct; the difficult budget and dealing with other surprises like the leave

accruals or the condition of our books are all examples of the extreme “peaks” in workload that could only be effectively handled by consultants. This of course assumes we were keeping the business of the City going at the same time.

We are seeing reduced use of consultants in the Human Resources area because we consciously added staff with skill sets to increase the capacity of that department and we have addressed some of the capacity issues in my office. We’ve made some headway in Finance, however, we will likely recommend more staff for Finance given our continued reliance on consultants to get our basic work done, like preparing budgets and completing our audits. The use of consultants to complete the day-to-day operations effectively should not continue. But this will require adequately staffing that department so they can meet their operational demands.

I still see a need for consultant assistance in this coming year. We have critical tasks to complete that will require expertise, such as the work that needs to be done with labor negotiations, fixing the maintenance assessment districts, updating our development impact fees, selective training and development to build capacity in staff, completing our user fees schedule and continued implementation of the 128 organizational assessment recommendations, and when conducting needed investigations around an allegation of inappropriate behavior.

Again, consultant costs are trending down and this trend will continue as we stabilize the organization, correct the errors of the past and invest in the professional development of City staff. I too, am uncomfortable that we continue to need to use consultants, but I know it has been a good investment for the City given what we have addressed in such a short period of time.

We cannot have it both ways. Keeping a lean staff level to provide basic services and expecting them to handle the extreme workload fluctuations associated with massive and complex projects is not sustainable long term, particularly if we want the basic services to be executed professionally, accurately, and with best practices. As we staff at the appropriate levels the use of consultants will diminish.

Finally, let me assure everyone that all direction to consultants and their work product are appropriately vetted by my office; they are not managing the City as suggested by others. However, I have a standard for good governance that requires best management practices, the highest standards for ethics, and accountability to the community and to their elected representatives i.e. the City Council through implementation and compliance with your policies. This has not been the case, evidently for a while, but we are making fantastic strides towards this goal, largely with the assistance of consultants. This will change as we fix problems and create adequate capacity in our staff.

ATTACHMENT A
PAGE 7 OF 7

**USE OF SUBJECT MATTER EXPERTS
JULY, 2014 TO FEBRUARY, 2016**

#	AGREEMENT #	AMOUNT	SUBJECT MATTER EXPERT	ASSIST W/TEMPORARY AND/OR PEAK WORKLOAD DEMANDS	MORE COST EFFECTIVE THAN HIRING PERMANENT STAFF	SPECIALIZED SKILL SET	INDEPENDENT REVIEW
1)	7036-15-CA	\$ 20,000	Bartel Associates, LLC			✓	
2)	7025-15-CA	\$ 25,000	Best, Best and Krieger			✓	
3)	7286-15-CA	\$ 25,000	Feldman Law Group			✓	
4)	A-7795	\$500,000	Hunt Ortman Palffy Nieves Darling and Mah, Inc.			✓	
5)	6924-14-CA	\$498,000	Kane, Ballmer and Berkman			✓	
6)	6975-14-CA	\$ 25,000	Kronick, Moskovitz, Tiedmann and Girard			✓	
7)	7344-15-CA	\$ 25,000	Law Offices of Scott E. Porter	✓			
8)	6982-14-CA	Hourly	Manning and Kass, Elrod, Ramirez, Trester, LLP			✓	
9)	7002-15-CA	\$350,000	Shute, Mihaly and Weinberger, LLP			✓	
10)	6926-14-CM	\$435,000	Management Partners	✓	✓	✓	✓
11)	6895-14-CM	\$ 24,900					
12)	7263-15-CM	\$ 25,000					
13)	7239-15-CM	\$ 23,700					
14)	<u>7357-16-CM</u>	<u>\$175,000</u>					
	Subtotal:	\$ 683,600					
15)	7001-15-CA	\$ 240,000	Renee Sloan Holtzman Sakai	✓	✓	✓	✓
16)	6862-14-CA	\$1,089,000					
17)	<u>7012-15-CA</u>	<u>\$ 240,000</u>					
	Subtotal:	\$1,569,000					
18)	A-7809	\$ 98,000	Public Management Group	✓		✓	
19)	A-7668	\$4,606,616	Carollo Engineers Incorporated	✓		✓	
20)	<u>A-7714</u>	<u>\$635,893</u>					
	Subtotal:	\$5,242,509					
21)	7233-15-CM	\$ 21,600	Frank Benest		✓	✓	
22)	6965-14-CM	\$ 19,200	Granicus, Inc.		✓	✓	

#	AGREEMENT #	AMOUNT	SUBJECT MATTER EXPERT	ASSIST W/TEMPORARY AND/OR PEAK WORKLOAD DEMANDS	MORE COST EFFECTIVE THAN HIRING PERMANENT STAFF	SPECIALIZED SKILL SET	INDEPENDENT REVIEW
23)	6980-14-CM	\$194,676	HROD, Inc. John R. Donnell			✓	
24)	A-7823	\$764,600	Interface Children and Family Services		✓	✓	
25)	6981-14-CM	\$144,000	Michael J. Arnold and Associates, Inc.			✓	
26)	7024-15-CM	\$ 3,000	ML Creagh and Associates			✓	
27)	A-7717	\$ 85,976	Peter Brown and City of Ventura		✓		
28)	6966-14-CM	\$ 99,500	Pollinate/Karen Kraus		✓	✓	
29)	A-7853	\$106,480	Resources Development Associates			✓	
30)	A-7748	\$439,700	State of California, Board of State and Community Corrections			✓	
31)	6776-14-CS	\$ 20,000	The Abundant Table			✓	
32)	7325-15-PW	\$ 20,000	Tripepi Smith and Associates	✓		✓	
33)	A-7828	\$926,923	InfoSend, Inc.		✓	✓	
34)	7221-15-DS	\$225,000	California Code Check, Inc.		✓		
35)	7350-15-CD	\$ 25,000	Congress for the New Urbanism-California Chapter			✓	
36)	6883-14-DS	\$249,923	Omni-Means			✓	
37)	7171-15-DS	\$ 25,000	Raven Energy Consulting		✓		
38)	7048-15-DS	\$ 24,500	RBF Consulting, a Michael Baker International Company		✓		
39)	7211-15-DS	\$ 25,000	Revell Coastal LLC			✓	
40) 41)	7243-15-DS 6904-14-DS	\$383,358 \$ 6,000	Rincon Consultants			✓	
	Subtotal:	\$389,358					
42)	A-7703	\$173,618	Sally Swanson Architects, Inc.			✓	
43)	6944-14-DS	\$975,081	WKE, Inc			✓	
44)	6487-14-DS	\$480,000	Planning and Energy/Entitlement Services	✓			

ATTACHMENT B
PAGE 2 OF 5

#	AGREEMENT #	AMOUNT	SUBJECT MATTER EXPERT	ASSIST W/TEMPORARY AND/OR PEAK WORKLOAD DEMANDS	MORE COST EFFECTIVE THAN HIRING PERMANENT STAFF	SPECIALIZED SKILL SET	INDEPENDENT REVIEW
45)	6893-14-CD	\$ 5,500	Integra Realty Resources			✓	
46)	6897-14-CD	\$ 65,000	Kosmont Companies			✓	
47)	6399-13-CD	\$314,000	Thomas E. Figg			✓	
48)	A-7693	\$71,124	Gary E. Blum			✓	
49)	7201-15-FN	\$ 6,500	Aon Global Risk Consulting			✓	
50)	A-7819	\$609,675	Eadie and Payne, LLP			✓	✓
51)	6521-14-FN	\$200,000	First Southwest Company			✓	
52)	7376-16-FN	\$ 12,650	HDL Coren and Cone			✓	
53) 54)	7123-15-FN 7230-15-FN Subtotal:	\$ 5,500 \$ 7,500 \$ 13,000	Hoffman, Vance and Worthington, Inc.			✓	
55) 56) 57)	6765-14-FN 7147-15-FN 6815-14-FI Subtotal:	\$ 9,900 \$ 9,400 \$ 19,300 \$ 38,600	MGT of America			✓	
58)	7358-16-FN	\$ 50,000	MuniServices	✓		✓	
59) 60)	A-7867 7292-15-FN Subtotal:	\$ 24,000 \$ 24,000 \$ 48,000	MV Cheng and Associates	✓		✓	
61) 62) 63) 64)	7328-15-CA 7109-15-FN 7281-15-FN 7117-15-FN Subtotal:	\$ 24,500 \$142,500 \$ 58,400 \$222,960 \$448,360	NBS Government Finance Group	✓		✓	✓
65)	7269-15-FN	\$ 78,000	Revenue and Cost Specialists, LLC			✓	
66)	7058-15-FN	\$ 47,198	Socrata, Inc.		✓	✓	
67)	7362-16-FN	\$100,000	Urban Futures, Inc.	✓		✓	
68)	A-7596	\$245,728	White Nelson Diehl Evans, LLP			✓	✓
69) 70)	7107-15-FN 6871-14-FN Subtotal	\$189,720 \$186,000 \$375,720	York Insurance Services, Group-California, Inc.			✓	

ATTACHMENT 6
PAGE 3 OF 5

#	AGREEMENT #	AMOUNT	SUBJECT MATTER EXPERT	ASSIST W/TEMPORARY AND/OR PEAK WORKLOAD DEMANDS	MORE COST EFFECTIVE THAN HIRING PERMANENT STAFF	SPECIALIZED SKILL SET	INDEPENDENT REVIEW
71)	7044-15-FI	\$ 72,019	Koester Environmental Compliance Services	✓			
72)	6945-14-FI	\$ 45,829	Priority Dispatch Corp			✓	
73)	6928-14-HO	\$ 22,600	Amerinational Community Services, Inc.			✓	
74)	7037-15-HO	\$ 4,225	Sotomayor and Associates, LLP			✓	
75)	7232-15-CM	\$ 15,500	Bob Murray and Associates	✓		✓	
76)	6882-14-HR	\$ 24,500	Charles Hookstra				✓
77)	A-7842	.55% per Annum	ICMA-RC			✓	✓
78)	7369-16-HR	Commission	Keenan and Associates		✓	✓	✓
79) 80)	6920-14-HR <u>7212-15-HR</u> Subtotal:	\$ 3,346 <u>\$ 3,510</u> \$ 6,856	Liebert Cassidy Whitmore			✓	
81)	7364-16-HR	\$ 25,000	Peckham and McKenney	✓		✓	
82)	7374-16-HR	\$ 25,000	Ralph Anderson and Associates	✓		✓	
83) 84)	7241-15-HR <u>6947-14-HR</u> Subtotal:	\$ 15,400 <u>\$180,432</u> \$195,832	William Avery and Associates, Inc.	✓		✓	
85)	A-7740	\$114,240	NexLevel Information Technology, Inc.		✓	✓	
86)	7168-15-CM	\$140,000	Portford Solutions Group			✓	
87)	7249-15-CM	\$ 20,950	REGIS Connect		✓	✓	
88)	7183-15-CM	\$ 50,000	Tel Quest Communications		✓		
89) 90)	6946-14-PO <u>6931-14-PO</u> Subtotal:	\$ 65,000 <u>\$195,000</u> \$260,000	Dr. Lawrence Blum, Ph.D.			✓	
91)	7082-15-PO	\$ 22,500	Sintra Group		✓		
92)	A-7697	\$ 98,668	Ventura County District Attorney			✓	

#	AGREEMENT #	AMOUNT	SUBJECT MATTER EXPERT	ASSIST W/TEMPORARY AND/OR PEAK WORKLOAD DEMANDS	MORE COST EFFECTIVE THAN HIRING PERMANENT STAFF	SPECIALIZED SKILL SET	INDEPENDENT REVIEW
93)	A-7797	\$225,000	Coastal Occupational Medical Group			✓	
94)	7205-15-PO	\$82,307	Ventura County Sheriff's Department			✓	
95)	6957-14-PO	\$77,356					
	Subtotal:	\$159,663					
96)	A-7815	\$218,475	AECOM Technical Services, Inc.			✓	
97)	7166-15-CM	\$ 3,000	Alan Noelle Engineering			✓	
98)	6967-14-CM	\$ 15,000	Alert Communications		✓		
99)	6969-14-PW	\$ 29,000					
	Subtotal:	\$ 44,000					
100)	6933-14-PW	\$ 54,600	H2O Innovation			✓	
101)	A-7848	\$750,000	Hopkins Groundwater Consultants, Inc.			✓	
102)	A-7821	\$ 95,000	Jensen Design and Survey			✓	
103)	A-7723	\$451,740	Pavement Engineering Inc (PEI)			✓	
104)	7312-15-PW	\$ 8,250	Pipeline Analytics			✓	
105)	6856-14-CM	\$750,000	Stantec Consulting Services, Inc.		✓		
106)	6949-14-PW	\$ 17,535	The Coombs-Hopkins Company			✓	
107)	A-7820	\$100,000	The Hawk Pros			✓	
108)	6763-14-CM	\$ 250,000	Labor Compliance Providers			✓	
109)	A-7715	\$960,599	WaterWise Consulting, Inc.			✓	
110)	7162-15-CS	\$ 24,000	Alex Alfaro		✓		
111)	7208-15-HO	\$ 5,500	David B. Hart		✓	✓	
112)	7158-15-HO	\$ 29,000	Housing Rights Center			✓	
	Total:	\$22,468,380					



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Report
AGENDA ITEM NO.: 2**

DATE: March 22, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Bryan Brice, Fire Chief

SUBJECT: Report on Fire Department Accomplishments and Goals

CONTACT: Bryan Brice, Fire Department
Bryan.Brice@oxnard.org, 385-7702

RECOMMENDATION

Receive a report on the suppression, prevention, and community outreach efforts of Fire Department.

BACKGROUND

The Mission of the Oxnard Fire Department is to serve the public and to safeguard the community by preventing or minimizing the impact of emergency situations to life, environment, and property by responding to both emergency and non-emergency requests for service. The purpose of this report is to provide an overview of services provided in 2015 and current efforts by the Department.

FINANCIAL IMPACT

No financial impact.

OXNARD FIRE DEPARTMENT



March 22, 2016 City Council Meeting



Oxnard Fire Department – Major Responsibilities

Operations

- Fire Suppression
- Emergency Medical Response
- Rescue
- Hazardous Material Response
- Water Rescue
- Public Assistance

Training

- Emergency Medical Services (EMS) Training and Accreditation
- Fire Prevention and Education
- Fire Code Enforcement and Fire Investigations
- Certified Unified Program Agency (CUPA)

Disaster Preparation and Education



Oxnard Fire Department – 2015 Response Volume

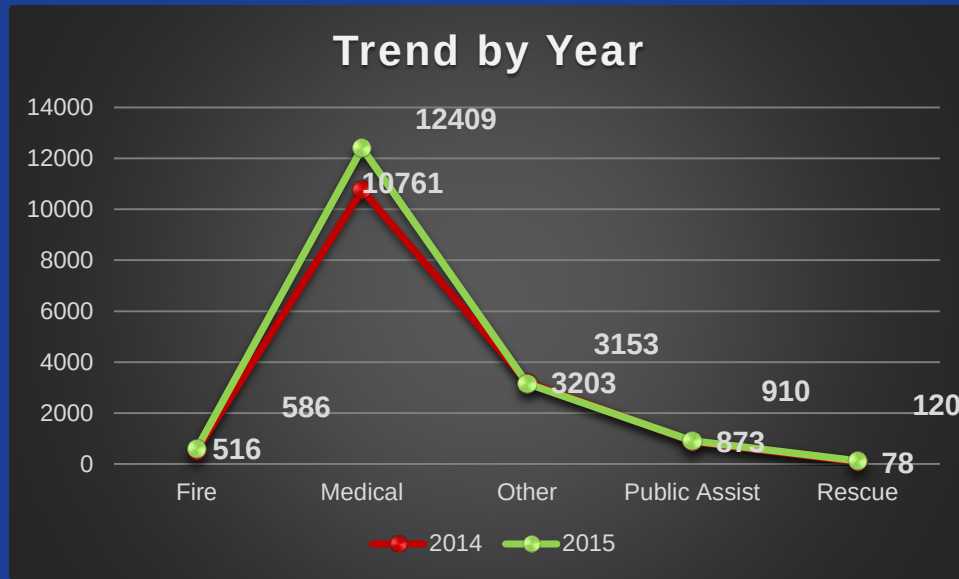
Total Emergency Incidents: 17,178

72 % EMS • 3% Fire • 2% Rescue • 5% Public Assist • 18% Other

Total Unit Responses: 22,850



Oxnard Fire Department – Call Stats

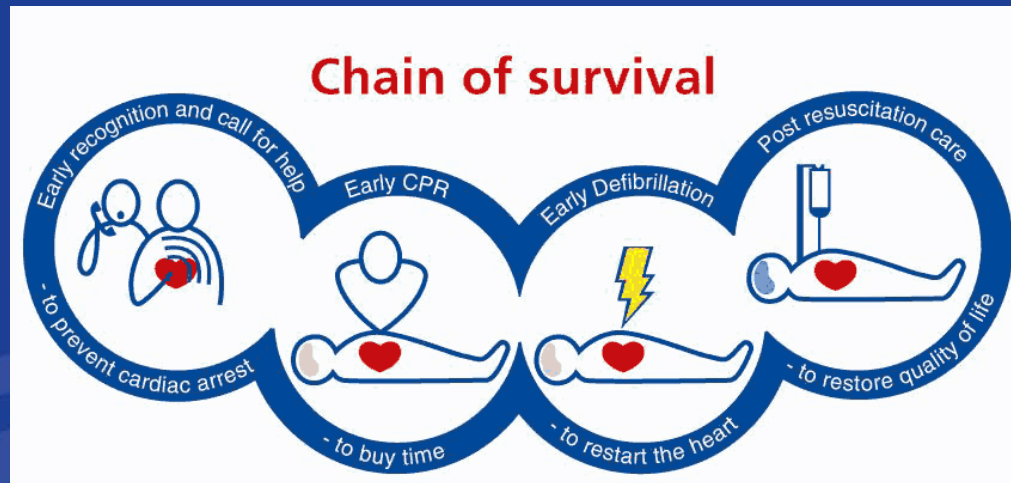


	2014	2015	% Change
Fire	516	586	14%
Medical	10,761	12,409	15%
Other	3,203	3,153	-2%
Public Assist	873	910	4%
Rescue	78	120	54%
Grand Total	15,430	17,178	11%

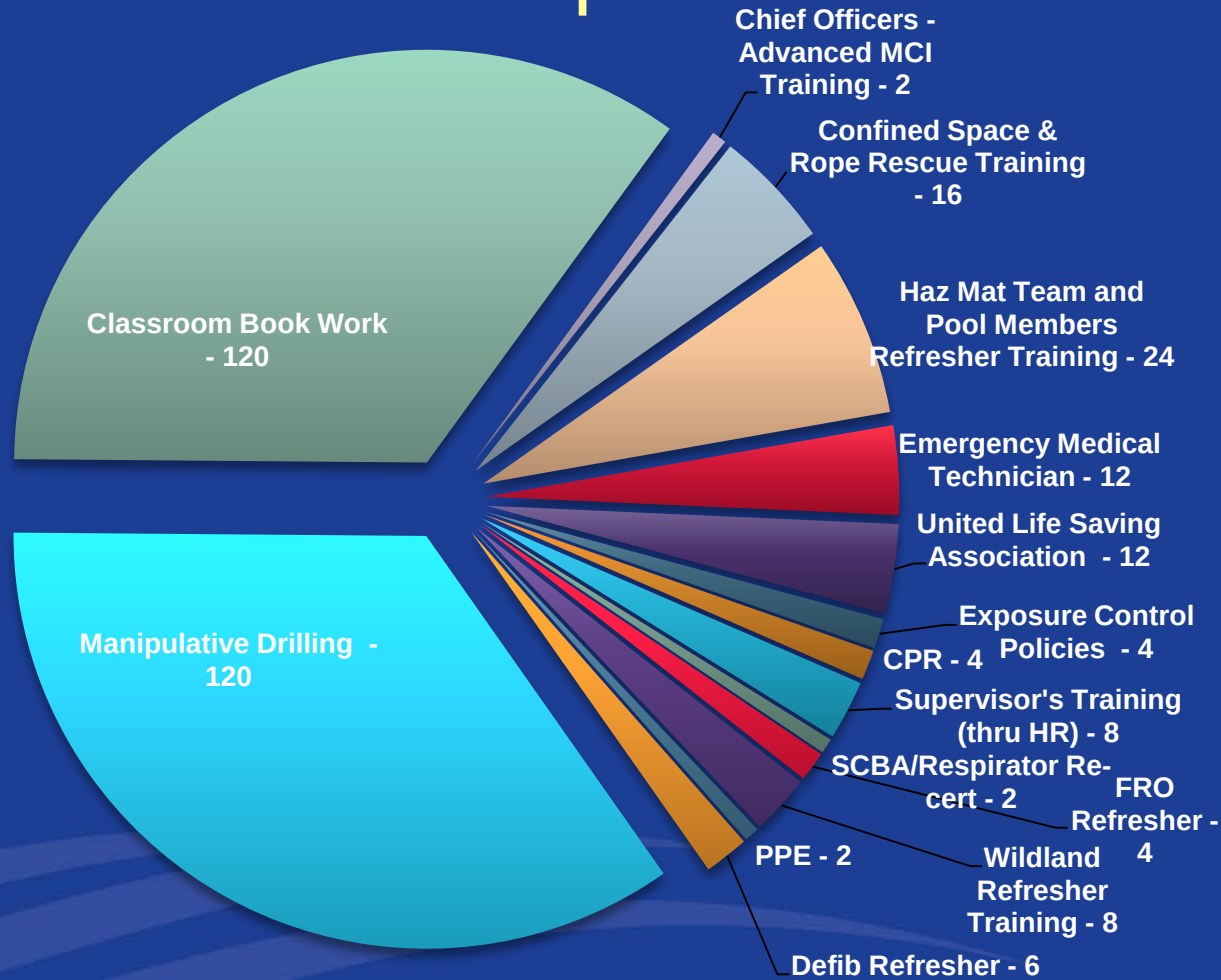


Oxnard Fire Department – Office of Emergency Medical Services

- Responded to 206 cardiac arrests
- 162 cases where CPR was started
- 133 Saves (8%) (National average is 6%)



Oxnard Fire Department – Training Per FF



Oxnard Fire Department - Public Education & Outreach

- 4 CERT Classes in 2015 with 73 Graduates
- Disaster Preparedness Training for Spanish Speakers



Oxnard Fire Department - Public Education & Outreach

Disaster Preparedness Training
Academy and Fair

Over 1000 participants!



Oxnard Fire Department – Fire Prevention

- Fire Prevention Inspections completed: 1252
 - (Includes over 300 new residential occupancy projects)
- Fire Prevention Plan Check Reviews Completed: 454
- Fire Investigations completed: 63
- Enforcement cases: 45
- Public education contacts: est.120,000
 - (Includes business safety presentations, schools, community events and 10 radio interviews on Spanish radio stations heard in the tri-counties)
- CUPA Inspections: 604
- CUPA Plan Check Review Completed: 52
- Engine Company Inspections completed: 1,404



Oxnard Fire Department – Grant Funding

Staffing for Fire & Emergency Response	Homeland Security Grant Program	Office of Traffic Safety
\$1,766,736	\$104,267	\$48,000
Retention of 9 Firefighter Positions	- Urban Search & Rescue Training - Hazardous Materials Specialist Training - Emergency Management - CERT Training	- Bicycle Helmets and Child Safety Seats - Community Outreach



Oxnard Fire Department – Accomplishments with Grant Funding



- Checked and properly reinstalled 400 child safety seats
- Distributed and installed 204 child safety seats to low income residents



- Distributed and fit 400 bicycle helmets to local youth

Oxnard Fire Department – Accomplishments with Grant Funding



Installed 2,300 smoke detectors at no cost to low income residents



Oxnard Fire Department – Accomplishments with Grant Funding

Upgraded extrication equipment throughout the Ventura County Region for safer and quicker rescues



Oxnard Fire Department – Looking Forward

What is on the Horizon

- Firefighter academy – July 2016
- Transition to Ventura County Fire Dispatch Center
- Company Officer and Battalion Chief development (mentoring and coaching)



Oxnard Fire Department – Other Duties as Required



Oxnard Fire Department

Questions?





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-3

DATE: March 22, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: J. Tabin Cosio, Director of Human Resources

SUBJECT: Approval of Resolution Authorizing Full-Time Equivalent Positions for FY 2015-16

CONTACT: J. Tabin Cosio, Human Resources
Tabin.Cosio@oxnard.org, 385-7947

RECOMMENDATION

That City Council adopt a resolution repealing Resolution No. 14,903 and authorizing full-time equivalent positions for the City of Oxnard for FY 2015-16.

BACKGROUND

Your Council previously adopted Resolution No. 14,836 on June 23, 2015 authorizing the number of full-time equivalent positions for the City of Oxnard for FY 2015-16. That resolution was subsequently repealed on March 15, 2016 with Resolution No. 14,903. The resolution presented to your Council today for adoption will repeal and supersede all previously adopted resolutions regarding the authorization of the number of full-time equivalent ("FTE") positions.

The Organizational Assessment presented to City Council on March 17, 2015 identified two findings associated with management of the City's staffing levels. Specifically, the recommendations were to eliminate the practice of "vacancy management" in which positions are formally established, some funded and others not, but rarely if ever filled. The second recommendation was to create a position control management system to track and fill only authorized funded positions. The City initiated the process of doing away with the practice of vacancy management when it adopted the budget for FY 2015-16.

With adoption of the FY 2015-16 budget, City Council eliminated 61.25 funded vacant positions. The elimination of the 61.25 positions resulted in a reduction of personnel costs totaling \$5.14 million, of which approximately \$4.20 million were within the general fund. However, the City's position count still included positions for which there was no funding and positions that were expected be vacated in the first quarter of the fiscal year due to voluntary separations and layoffs. The sum of these unfunded positions totaled 75.25 FTEs, which staff is recommending be eliminated from the official position count. Deleting the recommended positions would reset the City's employee count to 1,154.00 FTEs from a current level of 1,229.25.

The inclusion of unfunded FTEs in the City's official staffing table caused confusion among department managers and Budget and Human Resources staff because it was difficult to differentiate between positions that could be filled from those that couldn't. Deleting unfunded positions will make it clear that all positions are funded and authorized to be filled. This action will also improve the budget process by which payroll costs are projected, budgeted and controlled. Further, limiting authorized FTEs to funded positions is the first step to establishing a robust and clear position control management system.

FINANCIAL IMPACT

There is no fiscal impact resulting from the elimination of the 75.25 positions because all positions being eliminated are unfunded.

ATTACHMENTS

- #1 – List of Unfunded Positions to be Eliminated
- #2 – Resolution Authorizing Full-Time Equivalent Positions for FY 2015-16

CITY OF OXNARD**Unfunded Positions by Department for FY 2015-16**

Scheduled to be Removed from List of Authorized Positions Effective 3/22/2016

Department/Job Title	FTE
<i>City Attorney</i>	2
ADMINISTRATIVE LEGAL ASSISTANT	1
ADMINISTRATIVE LEGAL SEC III	1
<i>City Manager</i>	3
ADMINISTRATIVE ASSISTANT (C)	1
DEPUTY CITY MANAGER	2
<i>City Treasurer</i>	1
CUSTOMER SERVICE REP II	1
<i>Development Services</i>	11
ASSOCIATE PLANNER	1
BUILDING INSPECTOR I	1
BUILDING INSPECTOR II	1
CODE COMPLIANCE INSPECTOR I	1
CODE COMPLIANCE INSPECTOR II	3
DEVELOPMENT SVCS MANAGER	1
OFFICE ASSISTANT II	2
PERMIT TECHNICIAN	1
<i>Facilities</i>	3
CUSTODIAN	2
FAC MAINT WORKER II	1
<i>Finance</i>	1
ACCOUNTING MANAGER	1
<i>Fire Department</i>	1
FIRE ENVIRONMENTAL SPEC II	1
<i>Fleet Services</i>	1
FLEET SERVICES OPERATIONS MGR	1
<i>General Services</i>	17
ADMINISTRATIVE TECHNICIAN	1
EQUIPMENT OPERATOR	1
GROUNDWORKER I	3
GROUNDWORKER II	3
MAINTENANCE PLUMBER	1
PARKS MANAGER	1
SR TREE TRIMMER	1
STREET MAINT WKR II	3
TREE TRIMMER I	2
TREE TRIMMER II	1
<i>Information Systems</i>	3
GEOGRAPH INFO SYSTEMS TECH II	1

Department/Job Title	FTE
WORD PROCESSOR III	1
SYSTEMS ANALYST III	1
<i>Library Department</i>	4.5
LIBRARIAN I	1.5
LIBRARY AIDE II	2
LIBRARY AIDE III	1
<i>PACC</i>	2
CUSTODIAN	1
SR CUSTODIAN	1
<i>Police Department</i>	16.75
ANIMAL SAFETY OFFICER	1
COMMUNITY SERVICE OFFICER	2
CROSSING GUARD	4.5
DATA ENTRY OPERATOR I	1
DATA ENTRY OPERATOR II	2.25
POLICE RECORDS TECHNICIAN I	1
POLICE SERVICE OFFICER	2
SR TRAFFIC SERVICE ASST	1
TRAFFIC SERVICE ASST II	2
<i>Recreation</i>	4
LEISURE AND RECREATION SUPT	1
MANAGEMENT ANALYST I	1
MANAGEMENT ANALYST III	1
RECREATION/HUMAN SERV LDR III	1
<i>Utilities</i>	5
CITY SURVEYOR	1
CONSTRUCTION INSPECTOR II	1
ENGINEERING TECHNICIAN II	1
ENGR/SURVEY TECHNICIAN II	1
SR CONSTRUCTION INSPECTOR	1
Grand Total	75.25

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING
RESOLUTION NO. 14,903 AND AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN
ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2015-2016 FISCAL YEAR**

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard a new list of authorized full time positions in the City service; and

WHEREAS, the current list of authorized full time positions was previously adopted via Resolutions No. 14,903; and

WHEREAS, the City Council has reviewed the new list of authorized full time positions in the City service and finds it desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that Resolution No. 14,903 and any amendments thereto shall be repealed and that the authorized full time positions shall be as set forth in the attached "Exhibit A" listing authorized full time positions effective March 22, 2016.

PASSED AND ADOPTED this 22nd day of March, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

EXHIBIT A TO RESOLUTION NO. _____

AUTHORIZED LIST OF FULL-TIME EQUIVALENT POSITIONS IN THE CITY SERVICE EFFECTIVE MARCH 22, 2016 IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2015-2016 FISCAL YEAR

CATEGORY, GROUP, PROGRAM CLASSIFICATION TITLE	HOME PROGRAM FULL-TIME EQUIVALENT POSITIONS
CARNEGIE	
Carnegie Art Museum	
Administrative Secretary I/II	1
Cultural Arts Supervisor	1
Event Attendant III	1.50
	Carnegie Art Museum Total 3.50
CITY ATTORNEY	
City Attorney	
Assistant City Attorney	3
City Attorney	1
Deputy City Attorney I/II	1
Law Office Manager	1
	Total 6
Collection Services	
Paralegal (C)	1
	Total 1
	City Attorney Total 7
CITY CLERK	
City Clerk	
Administrative Assistant	1
City Clerk	1
Office Assistant I/II	1
	City Clerk Total 3
CITY COUNCIL	
City Council	
City Councilmember	4
Executive Assistant I/II	.30
Mayor	1
	City Council Total 5.30
CITY MANAGER	
City Manager	
Administrative Assistant (C)	1
Assistant City Manager	1.60
City Manager	1
Executive Assistant I/II	.70
	Total 4.30
Public Information	
Outreach/Education Specialist	2
Public Relations & Community Affairs Manager	1
	Total 3
Community Relations/Community Access TV	
Administrative Secretary I/II	1
Community Outreach & Production Specialist	1
	Total 2

Neighborhood Services		
Administrative Secretary I/II		1
	Total	1
Enterprise Information Systems Management		
Information Technology Director		1
Network Services Coordinator		1
Programmer Analyst		1
	Total	3
Geographic Information Systems		
Geographic Information Systems Coordinator		1
Geographic Information Systems Technician III		1
Programmer Analyst		1
Systems Analyst I/II		1
	Total	4
Personal Computer/Network Systems		
Computer Network Engineer I/II		2
Computer Network Engineer III		2
Computer Operator		1
Systems Administrator		1
Systems Analyst III		1
	Total	7
Telecommunications/Web Development		
Project Manager		1
	Total	1
	City Manager Total	25.30
CITY TREASURER		
City Treasurer		
Account Clerk I/II		2
Account Clerk III		1
Administrative Assistant		1
City Treasurer		1
Revenue Collection Technician		1
	Total	6
Utility Customer/Licensing Services		
Assistant City Treasurer/Revenue Accounting Manager		1
Code Compliance Inspector I/II		1
Customer Service Accounting Technician		2
Customer Service Representative I/II		5
Senior Customer Service Representative		1
Treasury Supervisor		1
	Total	11
	City Treasurer Total	17
DEVELOPMENT SERVICES		
Development Support and Public Project Contracts		
Administrative Technician		1
Development Services Director		1
Management Analyst I/II		1
	Total	3

Building & Engineering Services		
Administrative Secretary I/II		1
Administrative Secretary III		1
Assistant Traffic Engineer		1
Building Inspector I/II		4
Civil Engineer		1
Construction Inspector I/II		2
Data Entry Operator I/II		1
Deputy Building Official		2
Electrical Inspector		1
Junior Civil Engineer		3
Office Assistant I/II		2
Permit Technician		2
Plans Examiner I/II		1
Project Manager		.50
Senior Construction Inspector		1
Supervising Building Inspector		1
Supervising Civil Engineer		1
Total	25.50	

Planning		
Assistant Planner		2
Associate Planner		2
Drafting/Graphics Tech. I/II		1
Office Assistant I/II		1
Planning and Environmental Services Manager		1
Principal Planner		2
Total	9	

Traffic Engineering & Operations		
Associate Traffic Design Engineer		1
Traffic Engineer		1
Total	2	

Transit Services		
Project Manager		.50
Total	.50	
Development Services Total	40.00	

ECONOMIC COMMUNITY DEVELOPMENT

Administration		
Administrative Assistant		1
Administrative Secretary III		1
Economic Development Director		1
Total	3	
Economic Community Development Total	3	

FINANCE

Administration		
Chief Financial Officer		1
Assistant Chief Financial Officer		1
Senior Administrative Secretary (C)		1
Total	3	

General Accounting		
Account Clerk III		2
Accountant I		2
Accountant II		1
Accounting Technician		2
Accounting Technician (C)		1
Controller		1
Financial Analyst I/II		1
Management Accountant/Auditor		1
Management Analyst III		1

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Utilities Finance Officer	.50	
		Total 12.50
Budget/Capital Improvement Projects		
Budget Manager	.50	
Financial Analyst I/II	2.50	
Utilities Finance Officer	.50	
Maintenance District Administrator	1	
		Total 4.50
Purchasing		
Buyer	2	
Account Clerk II	1	
		Total 3
Financial Resources		
Administrative Technician	1	
Financial Analyst I/II	1	
Financial Services Manager	1	
		Total 3
Grants Management		
Budget Manager	.50	
Accountant I	1	
Financial Analyst I/II	.50	
		Total 2
Mail and Courier Services		
Mail Clerk	2	
		Total 2
		Finance Total 30

FIRE

Fire Suppression and Other Emergency Services		
Administrative Assistant (C)	1	
Administrative Secretary I/II	.50	
Assistant Fire Chief	1	
Emergency Medical Services Coordinator	1	
Fire Battalion Chief	4	
Fire Captain	24	
Fire Chief	1	
Fire Engineer	24	
Firefighter	37	
		Total 93.50
Fire Prevention		
Administrative Secretary I/II	.50	
Fire Battalion Chief	1	
Fire Captain	1	
Fire Inspector	4	
Plans Examiner I/II	.90	
		Total 7.40
Disaster Preparedness		
Disaster Preparedness Coordinator	1	
		Total 1
Certified Unified Program Agency (CUPA)		
CUPA Coordinator	1	
Fire Environmental Specialist I/II	3	
Plans Examiner I/II	.10	
		Fire Total 106

GENERAL SERVICES

Fleet Services Maintenance	
Administrative Assistant	1
Customer Service Representative I	1
Fleet Services Maintenance Worker/Mechanic I/II (or Maintenance Worker Trainee)	19
Fleet Services Mechanic Supervisor	2

Fleet Services Manager	1
Maintenance Services Manager	.20
Management Analyst III	.10
Senior Fleet Services Mechanic	6
Tire Repairer	1
Total	31.30
Facilities Maintenance	
Administrative Technician	.10
Construction Project Manager	1
Custodial Supervisor	1
Custodian	11
Facilities Maintenance Supervisor	1
Facilities Maintenance Worker I/II	4
HVAC Technician	3
Maintenance Carpenter	1
Maintenance Electrician	1
Maintenance Plumber	2
Maintenance Services Manager	.20
Office Assistant II	.40
Senior Facilities Maintenance Worker	2
Total	27.70
Parks, Public Grounds & Open Space	
Administrative Secretary I/II	1
Administrative Technician	.70
Groundswoker I/II (or Maintenance Worker Trainee)	4
Maintenance Plumber I	1
Maintenance Services Manager	.20
Management Analyst III	.20
Office Assistant I/II	.60
Parks Maintenance Supervisor	1
Total	8.70
Street Trees & Medians	
Groundswoker I/II (or Maintenance Worker Trainee)	1
Parks Maintenance Supervisor	1
Senior Groundswoker	1
Total	3
Graffiti Action Program	
Graffiti Action Coordinator	1
Management Analyst III	.35
Office Assistant I/II	1
Total	2.35
Park & Facility Development	
Construction Project Coordinator	1
Project Manager	1
Total	2
Street Landscaping	
Administrative Technician	.20
Groundswoker I/II (or Maintenance Worker Trainee)	2
Maintenance Services Manager	.05
Management Analyst III	.20
Parks Maintenance Supervisor	2
Senior Facilities Maintenance Worker	1
Senior Groundswoker	3
Senior Tree Trimmer	1
Total	9.45
Street Maintenance	
Administrative Secretary III	1
Equipment Operator	5
Maintenance Services Manager	.15

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Management Analyst III	.05
Senior Street Maintenance Worker	4
Street Maintenance Worker I/II	3
Streets Manager	1
Traffic Safety Maintenance Worker	2
Traffic Signal Repairer I/II	2
Traffic Signal Technician	1
Total	19.20
River Ridge Golf Course	
Maintenance Services Manager	.20
Management Analyst III	.10
Total	.30
General Services Total	104
HOUSING	
Administrative Support	
Accounting Manager	1
Housing Director	.15
Total	1.15
Public Housing	
Account Clerk I/II	2
Account Clerk III	1.75
Accountant I	1.05
Administrative Secretary III	.45
Computer Network Engineer III	.72
Deputy Housing Director	.50
Facilities Maintenance Worker I/II	8
Groundswoker I/II (or Maintenance Worker Trainee)	3
Housing Contract Administrator	1
Housing Director	.43
Housing Engineer	1
Housing Financial Officer	.75
Housing Maintenance Superintendent	1
Housing Maintenance Supervisor	3
Housing Modernization Superintendent	1
Housing Program Supervisor	3
Housing Programs Manager	1
Housing Rehabilitation Program Manager	.15
Housing Specialist I/II	7
Management Analyst I/II	.25
Management Analyst III	1.85
Office Assistant I/II	5.80
Rehabilitation Construction Specialist I/II	1
Rehabilitation Loan Assistant	.30
Resident Services Assistant	1
Resident Services Coordinator	1
Senior Groundswoker	1
Senior Housing Maintenance Worker	2
Senior Housing Specialist	3
Total	54
Rental Assistance	
Account Clerk III	.25
Accountant I	.95
Administrative Secretary III	.45
Compliance Services Manager	.09
Computer Network Engineer III	.28
Deputy Housing Director	.50
Housing Director	.43
Housing Financial Officer	.25
Housing Inspector	.75
Housing Program Supervisor	1

Housing Specialist I/II	6
Management Analyst III	.15
Office Assistant I/II	4.20
Rehabilitation Loan Assistant	.30
Senior Housing Specialist	1
Total	16.60

Affordable Housing Assistance	
Administrative Technician	.80
Housing Rehabilitation Program Manager	.58
Management Analyst II	.25
Rehabilitation Loan Assistant	.08
Rehabilitation Loan Specialist	.60
Total	2.31

Grants Administration	
Administrative Secretary III	.10
Grants Coordinator	1
Grants Specialist I/II	1
Rehabilitation Loan Assistant	.25
Total	2.35

Housing Rehabilitation	
Administrative Technician	.25
Housing Rehabilitation Program Manager	.27
Management Analyst I/II	.50
Rehabilitation Loan Specialist	1.40
Total	2.42

Homeless Assistance	
Compliance Services Manager	.31
Rehabilitation Loan Assistant	.08
Total	.39

Mobilehome Rent Stabilization	
Administrative Technician	.10
Compliance Services Manager	.50
Total	.60

Fair Housing	
Administrative Technician	.10
Compliance Services Manager	.10
Total	.20
Housing Total	80.02

HUMAN RESOURCES

Human Resources	
Administrative Secretary I/II (C)	2
Assistant City Manager	.40
Assistant Director of Human Resources	1
Human Resources Director	1
Human Resources Technician (C)	4
Senior Benefits Coordinator (C)	1
Senior Human Resources Coordinator (C)	3
Total	12.40
Workers' Compensation	
Senior Human Resources Coordinator (C)	1
Workers' Compensation Manager	1
Workers' Compensation Specialist (C)	1
Total	3

Human Resources Total 15.40

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LIBRARY

Library Community Outreach	
Administrative Assistant	1
Library Aide III	1
Cultural and Community Services Director	1
Office Assistant I/II	1
Total	4
Library Circulation Services	
Library Aide I/II	5.50
Library Circulation Supervisor	1
Literacy Coordinator	1
Total	7.50
Library Branch Services	
Librarian I	2
Librarian II	1
Librarian III	1
Library Aide I/II	2
Total	6
Library Information/Reference Services	
Librarian I	4.5
Librarian II	1
Library Services Supervisor	1
Total	6.50
Library Support Services	
Computer Network Engineer I/II	2
Library Aide I/II	2
Library Aide III	1
Total	5
Library Total	29.00

POLICE

Code Compliance	
Animal Safety Officer	2
Code Compliance Inspector I/II	5
Code Compliance Manager	1
Office Assistant I/II	1
Senior Animal Safety Officer	1
Senior Code Compliance Inspector	1
Total	11
Community Patrol	
Administrative Secretary I/II	1
Assistant Police Chief	1
Community Service Officer	6
Crossing Guard	6
Police Commander	4
Police Officer I/II	133
Police Officer III	16
Police Sergeant	19
Police Service Officer	6
Senior Police Service Officer	1
Senior Traffic Service Assistant	2
Traffic Service Assistant I/II	13
Total	208
Criminal Investigation	
Community Service Officer	2
Crime Analysis Data Technician	1
Crime Analyst I/II	2
Data Entry Operator I/II	1
Evidence Technician I/II	3
Missing Persons Specialist	1
Police Commander	1

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Police Officer I/II	22
Police Officer III	16
Police Records Technician III	1
Police Sergeant	6
Sex Registrant Specialist	1
Victim Services Specialist	1
Total	58
Police Support Services	
Account Clerk III	2
Administrative Assistant (C)	1
Administrative Services Assistant (C)	2
Assistant Police Chief	1
Community Affairs Manager	1
Computer Network Engineer III	2
Grants Specialist I/II	1
Office Assistant I/II	1
Police Chief	1
Police Commander	2
Police Financial Manager	1
Police Records Manager	1
Police Records Supervisor	1
Police Records Technician I/II	14.75
Police Records Technician III	2
Police Sergeant	4
Police Word Processor I/II	7.50
Police Word Processor III	1
Programmer Analyst	2
Property & Evidence Custodian	1
Public Safety Info Tech Mgr	1
Total	50.25
Emergency Communications	
Public Safety Communications Manager	1
Public Safety Dispatcher I/II	19
Public Safety Dispatcher III	5
Total	25
Police Total	352.25
PERFORMING ARTS AND CONVENTION CENTER	
Performing Arts and Convention Center	
Administrative Secretary III	1
Event Attendant III	3.50
Event Coordinator	1
Performing Arts Center Manager	1
Performing Arts and Convention Center Total	6.50
RECREATION AND COMMUNITY SERVICES	
Community Services	
Administrative Secretary III	1
Community Services Manager	1
Recreation/Human Services Coordinator	4
Recreation/Human Services Leader III	1.50
Recreation Supervisor	1
Total	8.50
Youth Development	
Administrative Secretary I/II	1
Total	1
Senior Services/Special Populations	
Administrative Technician	1
Office Assistant I/II	1
Recreation/Human Services Coordinator	3
Recreation/Human Services Leader III	3.25

Recreation Supervisor	1
Total	9.25
Recreation and Community Services Total	18.75
UTILITIES	
ENGINEERING AND MAINTENANCE	
Administration	
Administrative Legal Assistant (C)	1
Administrative Secretary III	1
Public Works Director	1
Total	3
Engineering Design & Contract Admin	
Design & Construction Services Manager	.25
Engineering/Survey Technician I/II	1
Total	1.25
Construction Services - Streets	
Account Clerk III	.10
Administrative Secretary III	.10
Administrative Technician	.10
Construction Inspector I/II	3
Management Analyst I/II	.10
Public Works Construction Projects Manager	1
Recycling Manager	.10
Total	4.50
Survey Services	
Senior Engineering Technician/Survey Chief	1
Total	1
Engineering and Maintenance Total	9.75

WATER AND RECYCLED WATER

Water Procurement	
Account Clerk I/II	.45
Administrative Secretary III	1.45
Administrative Technician	.45
Assistant Civil Engineer	.50
Construction & Maintenance Engineer	.50
Construction Project Coordinator	.50
Design & Construction Services Manager	.25
Engineer	.50
Junior Engineer	.50
Management Analyst I/II	.45
Public Works Construction Projects Manager	1
Recycling Manager	.45
Senior Civil Engineer	.50
Technical Services/Water Quality Manager	.33
Utilities Director	.33
Water Division Manager	1
Total	9.16
Water Conservation & Education	
Water Conservation/Outreach Coordinator	1
Water Conservation/Outreach Technician	2
Total	3
Water Production	
Chief Operator	1
Senior Water Treatment Plant Operator	1
Water Treatment Operator I/II/III	5
Total	7

Water Distribution	
Chief Operator	.50
Senior Water Distribution Operator	2
Water Distribution Operator I/II	13
Total	15.50
Water Metering	
Chief Operator	.50
Meter Reader	9
Meter Repair Worker	4
Senior Meter Reader	1
Senior Meter Repair Worker	1
Total	15.50
Water Recycle	
Wastewater Mechanic I/II	1
Wastewater Operator I/II	1
Total	2
Water Security & Contamination Prevention	
Water Regulatory Compliance Coordinator	1
Water Regulatory Compliance Coordinator Technician I/II	2
Total	3
Water and Recycled Water Total	55.16

WASTEWATER AND STORM WATER

Source Control	
Administrative Secretary I/II	.25
Data Entry Operator I/II	1
Senior Wastewater Environmental Specialist	1
Source Control Inspector I/II	1
Source Control Technician	.75
Technical Services Manager/Water Quality Manager	.67
Wastewater Environmental Specialist	2
Total	6.67
Storm Water Quality Management	
Data Entry Operator I/II	.50
Senior Wastewater Environmental Specialist	1
Source Control Technician	.25
Wastewater Environmental Specialist	2
Total	3.75
Collection System Maintenance and Upgrades	
Account Clerk I/II	.23
Administrative Secretary I/II	.25
Administrative Secretary III	.22
Administrative Technician	.22
Assistant Civil Engineer	.25
Construction & Maintenance Engineer	.25
Construction Project Coordinator	.25
Design & Construction Services Manager	.25
Electrician/Instrumentation Technician	.30
Engineer	.25
Junior Engineer	.25
Management Analyst I/II	.23
Public Works Construction Project Manager	.50
Recycling Manager	.22
Senior Civil Engineer	.75
Senior Wastewater Collection Operator	1
Senior Wastewater Mechanic	1
Treatment Plant Electrician	.15
Utilities Director	.33
Wastewater Collection Operator I/II	6
Wastewater Collection Supervisor	1

Wastewater Maintenance Manager	.50
Wastewater Maintenance Supervisor	.10
Water Division Manager	.50
Total	14.99

Laboratory Services

Chemist	1
Laboratory Assistant	1
Laboratory Supervisor	1
Laboratory Technician	2
Total	5

Treatment Plant Operations

Administrative Secretary I/II	.25
Power Production Operator I/II	2
Senior Wastewater Operator	4
Wastewater Collection Operator I/II	1
Wastewater Operations Manager/Chief Operator	1
Wastewater Operator I/II	14
Wastewater Operator III	3
Total	25.25

Treatment Plant Maintenance & Upgrades

Account Clerk I/II	.22
Administrative Secretary I/II	.25
Administrative Secretary III	.22
Administrative Technician	.22
Assistant Civil Engineer	.25
Construction & Maintenance Engineer	.25
Construction Project Coordinator	.25
Design & Construction Services Manager	.25
Electrician/Instrumentation Technician	1.70
Engineer	.25
Groundswoker I/II	1
Instrumentation Technician	1
Junior Civil Engineer	.25
Management Analyst I/II	.23
Public Works Construction Project Manager	.50
Recycling Manager	.23
Senior Civil Engineer	.75
Senior Wastewater Mechanic	1
Transport Operator	1
Treatment Plant Electrician	1.85
Utilities Director	.34
Wastewater Maintenance Manager	.50
Wastewater Maintenance Supervisor	.90
Wastewater Mechanic I/II	10
Water Division Manager	.50
Total	23.91

Wastewater and Storm Water Total 79.57

ENVIRONMENTAL RESOURCES

Planning

Account Clerk III	1
Administrative Secretary III	1
Administrative Technician	1
Customer Service Representative I/II	9.50
Environmental Resources/MRF Manager	1
Management Analyst III	1
Office Assistant I/II	1
Total	15.50

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Waste Reduction and Education		
Recycling Manager		1
	Total	1
Residential Collection		
Environmental Resources Supervisor		.50
Solid Waste Compliance Specialist		3
Solid Waste Equipment Operator II		24
	Total	27.50
Commercial Collection		
Container Service Worker		2
Environmental Resources Supervisor		1
Maintenance Worker Trainee		8
Solid Waste Compliance Specialist		1
Solid Waste Equipment Operator II		16.50
	Total	28.50
Industrial Collection		
Environmental Resources Supervisor		.50
Solid Waste Equipment Operator II		8
	Total	8.50
Waste Tip Floor Processing		
Customer Service Representative I		.50
Environmental Resources Supervisor		.58
Equipment Operator		2.04
MRF Dispatcher		.50
Sorter		3
	Total	6.62
Material Recovery Facility (MRF) Processing		
Environmental Resources Supervisor		.58
Equipment Operator		1.98
MRF Dispatcher		.50
MRF Machinery Operator		1.50
MRF Mechanic		1.50
Sorter		1.50
	Total	7.56
Waste Transfer Haul		
Environmental Resources Supervisor		.25
MRF Dispatcher		.50
Solid Waste Transfer Operator		13.00
	Total	13.75
Greenwaste Conversion		
Environmental Resources Supervisor		.59
Equipment Operator		1.98
MRF Machinery Operator		1.50
MRF Mechanic		1.50
Sorter		1.50
	Total	7.07
	Environmental Resources Total	116

MEASURE O

Recreation & Youth & Senior Programming		
Library Aide I/II		.50
	Total	.50
Parks & Open Space		
Groundswoker I/II		4
Senior Groundswoker		1
	Total	5

Public Safety & Gang Prevention/Intervention		
Computer Network Engineer I/II		3
Fire Captain		6
Fire Engineer		6
Firefighter		9
Police Officer I/II		16
Police Officer III		1
Police Sergeant		1
	Total	42
	Measure O Total	47.50
	CITY TOTAL	1154.00



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-4

DATE: March 22, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

A handwritten signature in dark ink, appearing to read "Greg Nyhoff", is placed to the right of the "THROUGH:" line.

FROM: Jeri Williams, Police Chief

SUBJECT: Body Worn Cameras Agreement

CONTACT: Jason Benites, Police Department
Jason.Benites@oxnardpd.org, 385-7624

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a five-year agreement (contract number A-7858) with TASER International, Inc. for the purchase and implementation of Body-Worn Cameras and annual licensing agreement in the amount of approximately \$375,608.65.

BACKGROUND

The purpose of this project is to implement Body-Worn Cameras (BWC's) at the Oxnard Police Department (OPD). BWC's have been shown to have a positive impact on the public's perception and confidence in the police. Agencies that have implemented BWC's have experienced significant declines in both complaints and use of force incidents. Overall, BWC's improve police-community interactions, as well as promote transparency in operational procedures. During the last quarter of 2014, the Oxnard Police Department conducted field tests of various different BWC systems. The Department was able to determine its BWC system requirements based on the results of the field tests, prior experiences of other local law enforcement agencies, and developing industry standards. The Department issued a request for proposals (RFP) on September 18, 2015. The acceptance of proposals ended on October 16, 2015 with twelve (12) companies providing their proposals. An RFP review team was established that included members of police management, supervision, and information technology. Based upon the review, TASER International, Inc. was chosen as the Department's choice for a BWC system.

Of the twelve companies who provided proposals, the review team eliminated eight (8) early in the process. Most of these companies failed to provide sufficient evidence to give the review team confidence in these companies' abilities to implement a system meeting our needs. Most important was the need to manage video and audio data in a reliable, efficient, and user-friendly manner. This requirement was viewed from the perspective of a BWC-equipped officer tasked with uploading data, and a technician who would need to find and download it for later use. After the initial elimination, the four (4) remaining companies' proposals were thoroughly reviewed.

The review team used a scoring method with five (5) main rating categories. These categories included (*with respective scoring weight*): 1) receipt of the proposal, 10%; 2) hardware qualifications, 20%; 3) software and data storage qualifications, 20%; 4) the ability to perform required services, 20%, and 5) cost of services, 30%. Each company was scored on a 1-100 scale, with 100 being best. TASER International, Inc. received an overall rating of 87.75 and was scored highest by all the raters. The next highest company received a 73.75 rating. The costs of the systems ranged from \$45,500 to \$391,000 for the first year of the contract. TASER's first year cost was \$116,040 and their total five-year contract was \$375,608. TASER's contract also includes one camera equipment upgrade, and one TASER Electronic Control Device (ECD) upgrade during the five years. TASER ECDs are currently purchased separately and the average annual cost to the City has been approximately \$40,000 to \$50,000 over the last five years.

TASER International, Inc. was not the lowest bidder of the proposals received but the team chose them based on many different categories. The following list details some of those categories where TASER stood alone from the other proposals.

1. TASER body-worn cameras have a 30-second pre-event record buffer option which allows the user to capture 30 seconds of video footage prior to activating the camera in record mode. This feature will better allow officers to capture events from their beginning.
2. TASER body-worn cameras have a 12-hour battery life both in pre-event and normal recording modes. This eliminates the need to recharge or replace the camera battery during the shift, which is a requirement for other camera systems.
3. TASER body-worn cameras and its digital evidence management solution enables officers to immediately link and attach metadata (relevant data that provides descriptors) to recordings prior to the evidence being uploaded. The ability to attach metadata in the field improves accuracy and efficiency. All other systems required the digital evidence to be uploaded to a laptop or desktop prior to the metadata being attached. TASER's metadata feature promotes more efficient use of officer time.
4. TASER's Evidence Transfer Manager (ETM) allows automatic file uploading and simultaneous charging of body cameras. Each ETM has multiple docking stations, and officers do not have to be present while files upload. Officers can dock their cameras in seconds at the end of their shift and go home; no log-in or wait is required. This will save

time, keep officers on patrol in communities longer, and have the equipment ready at the start of the officers' next shift.

- a. Many of the other products required officers to access an available computer and wait until all files are uploaded and then log out. This method is significantly more time consuming for each officer. Further, there will be times when as many as ten or more officers will be attempting to access a limited number of LAN connections and upload files at the same time.
5. TASER's "Evidence Mobile" is the only mobile application that gives officers the ability to capture digital evidence, immediately identify it, and link it to Evidence.com from an iOS or Android mobile device. This application allows the evidence to immediately become manageable and searchable in Evidence.com.
6. TASER's Digital Evidence Solution provides an audit trail and other security features that assure digital evidence integrity that will meet all standards for reliability in court. TASER was the only system that has a forensic audit trail for the chain of custody on digital evidence. This includes data on file manipulations safeguards.
7. The TASER licensing plan sought will include unlimited storage options for the digital video system. This alleviates the concern of the unknown with respect to digital evidence and the hardware needed to support the evidence.
8. The Oxnard Police Department currently uses ECD's made by TASER. TASER's plan will allow the Police Department to have the same environment for all digital media and ECD data. The licensing plan allows for upgraded equipment, including the ECDs. The department's current annual cost for ECD replacement is \$40,000 a year, and this plan lends towards fiscal efficiency.

Along with the above mentioned reasons for choosing TASER is the need for countywide consistency in evidentiary standards. The Ventura Police Department recently outfitted their workforce with TASER's BWC's. The Ventura County Sheriff's Department is also beginning to implement a TASER BWC system. There is a significant benefit to having all the agencies sharing the same digital evidence eco-system with respect to body-worn camera footage. Several employee-hours can be saved by sharing a link to the evidence under a familiar and known system like Evidence.com. The alternative would require a large amount of staff hours making copies of video evidence, which is not efficient.

In summary, the RFP review committee chose TASER International, Inc. as the police department's body-worn camera system based on their overall score in the multi-faceted RFP process. TASER provides an evidence management system that is tested, user friendly, thoroughly supported, and promotes efficiency. The camera equipment provided by TASER met or exceeded all of the standards listed in the Department's RFP. The licensing includes equipment upgrades and unlimited digital evidence storage providing the Department with a consistent and technically up-to-date system.

FINANCIAL IMPACT

This Agreement is fully grant funded and does not impact nor require contribution from the General Fund. The City Council previously approved funding from the State's Supplemental Law Enforcement Services Fund (SLESF) 2015-2016 and the Asset Seizure Fund.

ATTACHMENTS

Attachment No. 1 - Agreement with TASER International, Inc.



MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

City of Oxnard

CITY Agreement Number: A-7858
Date: January 28, 2016

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and City of Oxnard, (**Agency**) having its principal place of business at 251 South C Street, Oxnard, California 93030, is entered into as of 2-1-2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-50027-1 (the **Quote**), which is hereby incorporated by reference. It is the intent of the parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products during the term of this Agreement and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the parties agree as follows:

1 Term This Agreement will commence on the Effective Date and will remain in full force and effect for a term of five (5) years or until terminated earlier by either party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 Evidence.com Subscription Term: The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of your initial Term at the list price then in effect, unless you give us written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 Professional Services Term: Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 Definitions

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means our web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by us under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within your purchase order in response to the Quote will be null and void and shall have no force or effect. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

"Resolution Time" means the elapsed time between our acknowledgment of an issue until the problem in the Service Offerings has been resolved, which does not include time delays caused by you, your agency or by third parties outside of our reasonable control.

"Services" means the professional services provided by us pursuant to this Agreement.

"Your Content" means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.

3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

4 **Taxes.** Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

5 **Shipping; Title; Risk of Loss.** We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to you upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties**

7.1 **Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 **Warranty Limitations.**

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions

relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

7.2.3 TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will be limited to \$5,000,000. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory

7.3 Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

8 Product Warnings. See our website at www.TASER.com for the most current product warnings.

9 Design Changes. We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

10 Insurance. We will maintain at our own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon your request to meet the Agency's requirements of INS-B.

11 Indemnification. Except to the extent caused by the negligent acts, omissions or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, and employees (each Agency Indemnitee) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting

from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement.

- 12 Your Responsibilities.** You are responsible for (i) your or any of your end users' use of TASER Products (including any activities under your Evidence.com account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any third-party over your use of TASER products or the collection or use of Your Content, (v) any hardware or networks that you connect to the Evidence.com Services, and (vi) any security settings you establish to interact with or on the Evidence.com Services.

13 Termination.

13.1 By Either Party. Either party may terminate for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

13.2 By Agency. You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

13.3 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Your Responsibilities Sections, as well as Appendix A Sections on You Own Your Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

13.4 After Termination. We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

13.5 Post-Termination Assistance. We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warrant or guarantee data integrity or readability in the external system.

14 General.

- 14.1 Confidentiality.** Both parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either parties Confidential Information. Except as required by applicable law, neither party will disclose either party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term.
- 14.2 Excusable delays.** We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control we have the right to delay or terminate the delivery with reasonable notice to you.
- 14.3 Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 14.4 Proprietary Information.** You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.
- 14.5 Independent Contractors.** The parties are independent contractors. Neither party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 14.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 14.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 14.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 14.9 Import and Export Compliance.** In connection with this Agreement, each party will comply

with all applicable import, re- import, export, and re-export control laws and regulations.

- 14.10 Assignment.** Neither party may assign or otherwise transfer this Agreement without the prior written approval of the other party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the parties and their respective successors and assigns.
- 14.11 No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time.
- 14.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 14.13 Governing Law; Venue.** The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 14.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on your Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.
ATTN: Legal Department
17800 N. 85th Street
Scottsdale, Arizona 85255

AGENCY: Oxnard Police Department
ATTN: Mike Adair, Commander
251 S. C Street
Oxnard, CA 93030

- 14.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between you and TASER. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

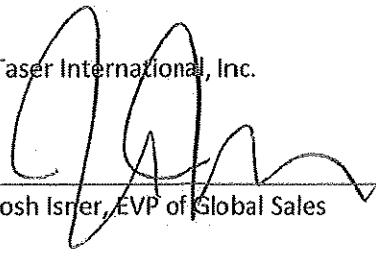
14.16 Counterparts. If this Agreement form requires the signatures of the parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

CITY OF OXNARD

Tim Flynn, Mayor

Taser International, Inc.

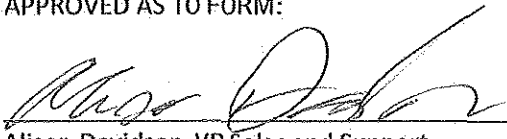


Josh Isner, EVP of Global Sales

ATTEST:

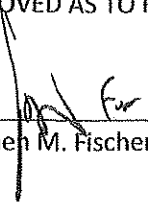
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alison Davidson, VP Sales and Support

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



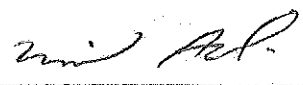
Joseph Lillio, Risk Manager

APPROVED AS TO CONTENT:



Jeri Williams, Chief of Police

APPROVED AS TO CONTENT:



Mike Adair, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPENDIX A: Evidence.com Terms of Use

1. **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
2. **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.
3. **Evidence.com Data Security.**
 - 3.1. **Generally.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You agree to contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, we agree to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
4. **Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.
5. **Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any

disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6. **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.
7. **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content.
8. **Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:
 - 8.1. In accordance with the Termination provisions of the Master Service Agreement;
 - 8.2. Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.
9. **Software Services Warranty.** We warrant that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. We disclaim any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
10. **IP Rights.** We own and reserve all right, title, and interest in and to the Evidence.com Services and related software and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to any suggestions made to us and we have the right to use any suggestions without restriction.
11. **License Restrictions.** Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret

information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

APPENDIX B: Professional Services

1. Scope of Services. The project scope will consist of the Services identified on your Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

	Acceptance Checklist
System set up and configuration Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). One on-site session included.	
Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. On-site assistance included.	
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to rollout.	
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.	
Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.	
System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.	
Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.	
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.	
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	
Post go live review session	

1.2. The Package for the CEW-related Services are detailed below:

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Acceptance Checklist	
System set up and configuration Configure Evidence.com categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). Register users and assign roles in Evidence.com. One on-site session included.	
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to rollout.	
Best practice implementation planning session to: Provide considerations for establishment of CEW policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata for organization purposes and other best practice for digital data management. Provide referrals to other agencies using the TASER CEW products and Evidence.com services. On-site assistance included.	
System Admin and troubleshooting training sessions On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.	
Evidence.com Instructor training TASER's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs. Training for up to 3 Individuals at the Agency.	
TASER CEW inspection and device assignment TASER's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.	
Two-day product specific instructor course with recertification A certified TASER Master Instructor will conduct a two-day single weapon platform Instructor Course and a one-time recertification course 2 years after completion of the initial Instructor Course.	
TASER CEW inspection and firmware update TASER's on-site professional services team will perform a one-time TASER CEW inspection to ensure good working condition and perform any necessary firmware updates 3 years after the date of the purchase of the Professional Service.	
Post go live review session On-site assistance included.	

1.3. Additional training days may be added on to any service package for additional fees set forth in your Quote.

2. **Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

3. **Delivery of Services.**

3.1. **Hours and Travel.** Our personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel to your premises will not be charged as work hours performed.

3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon

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by the parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

3.3. Delays. If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.

- 4. Authorization to Access Computer Systems to Perform Services.** You authorize us to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by you.
- 5. Site Preparation and Installation.** Prior to delivering any Services, we will provide you with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.
- 6. Acceptance Checklist.** We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services that will exactly mirror the description of services within this Section. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.
- 7. Liability for Loss or Corruption of Data.** You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event will we be liable for loss of, damage to, or corruption of your data from any cause.

APPENDIX C: TASER Assurance Plan

TAP has been purchased as part of the Quote attached to the Agreement. TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. You may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") for you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.
- 4 **TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes an Evidence.com Ultimate License, TAP for Evidence.com Dock, one TASER brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster of your choice. At any time during the OSP term you may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time you elect to receive the CEW, you may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and you do not receive your CEW, battery or holster, then we will have no obligation to reimburse you for those items not received. If OSP is terminated before the end of the term and you receive your CEW, battery and/or holster then (a) you will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.
- 5 **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP

Term: (i) an upgrade will provided in year 3 if you purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if you purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

For CEW Upgrade Models TASER will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then you may choose any single bay CEW model as your Upgrade Model; (b) if the Product is a multi-bay CEW, then you may choose any multi-bay CEW model as your Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then you may choose any TASER CAM model as your Upgrade Model. To continue TAP coverage for the Upgrade Model, you must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. You may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as you have made the final payment.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the Axon camera products you are keeping. You may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

5.1.1. If you purchased TAP as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5.1.2. If you purchased Ultimate License, Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of your choice.

5.2. TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

6 TAP Termination. If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

6.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

6.2. TASER will not and has no obligation to provide the free Upgrade Models.

6.3. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare

Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

- 6.4.** You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 6.5.** If you made two or more TAP payments, then you will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.
- 6.6.** If you made only one TAP payment, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
- 6.7.** If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a \$100 cancellation fee for each Covered Product.

APPENDIX D: Axon Integration Services

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or your purchase order for the Integration Services, whichever is first.
2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
3. **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in your Quote.
4. **Delivery of Integration Services.**
 - 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.
 - 4.2 **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.
 - 4.3 **Delays.** If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Integration Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this SOW will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform its responsibilities. If any failure or delay by Agency to perform any of its responsibilities prevents or delays TASER's performance of its obligations under this SOW, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.
 - 4.4 **Performance Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.
5. **Acceptance Checklist.** TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Integration Services. Agency will sign the Checklist acknowledging completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection of the Integration Services within 7 calendar days from delivery of the Checklist to

the Agency. TASER will address the Agency's issues and then will re-present the Checklist for the Agency's approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Integration Services from Agency within 7 calendar days of delivery of the Checklist to the Agency, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

6 Agency's Responsibilities. TASER's successful performance of the Integration Services depends upon the Agency's:

- 6.1** Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);
- 6.2** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;
- 6.3** Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- 6.4** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for TASER to provide the Integration Services;
- 6.5** Promptly installing and implementing any and all software updates provided by TASER;
- 6.6** Ensuring that all appropriate data backups are performed;
- 6.7** Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;
- 6.8** Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;
- 6.9** Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 6.10** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

7 Authorization to Access Computer Systems to Perform Services. Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

8 Liability for Loss or Corruption of Data. Agency is responsible for: (a) instituting proper and timely backup procedures for its software and data contained in its RMS; (b) creating timely backup copies of any of its software or data in its RMS that may be damaged, lost, or corrupted due to TASER's provision of Integration Services; and (c) using backup copies to restore any of its software or data from its RMS in the event of any loss of, damage to, or corruption of the operational version of its software or data, even if such damage, loss, or corruption is due to TASER's negligence. The Section does not apply to Agency data stored on Evidence.com and covered by the MSA.

9 Intellectual Property. TASER owns all right, title and interest in all Product User Documentation and the software integration modules developed by TASER under this SOW. TASER grants to Agency, unless

otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the software integration modules and Product User Documentation provided to Agency in connection with the delivery of Integration Services and in accordance with this SOW. Agency must not: (a) distribute, sell, lease, assign, license, convey, disclose, or in any other way transfer the Product User Documentation or software integration modules to any third party; (b) reproduce, modify, or use the Product User Documentation or software integration modules; or (c) reverse engineer, disassemble or otherwise de-compile any portion of the software integration modules. Except as expressly granted in this Section, no license of or right to the Product User Documentation or software integration modules is granted by TASER to the Agency directly or by implication, estoppel or otherwise.

14 **Definitions.**

"Integration Services" means the professional services provided by us pursuant to this SOW.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Mike Adair
(805) 207-9149
mike.adair@oxnardpd.org



Quotation

Quote: Q-50027-1
Date: 12/8/2015 10:31 AM
Quote Expiration: 1/31/2016
Contract Start Date*: 2/1/2016
Contract Term: 5 years

Bill To:
Oxnard Police Dept. - CA
251 South C Street
Oxnard, CA 93030
US

Ship To:
Mike Adair
Oxnard Police Dept. - CA
251 South C Street
Oxnard, CA 93030
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chad Kapler	480-341-9539	ckapler@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 19,950.00	USD 0.00	USD 19,950.00
50	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
9	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 315.00	USD 0.00	USD 315.00
9	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 13,455.00	USD 0.00	USD 13,455.00
2	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 240.00	USD 12,000.00	USD 12,000.00	USD 0.00
50	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00
2	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1 Tax Amount:						USD 6,984.01
Year 1 Discount:						USD 12,000.00
Year 1 Net Amount Due Including Taxes:						USD 116,040.01

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00
50	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 240.00	USD 12,000.00	USD 12,000.00	USD 0.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
Year 2 Tax Amount:						USD 4,455.00
Year 2 Discount:						USD 12,000.00
Year 2 Net Amount Due Including Taxes:						USD 64,791.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00
50	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 240.00	USD 12,000.00	USD 12,000.00	USD 0.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
Year 3 Tax Amount:						USD 4,455.00
Year 3 Discount:						USD 12,000.00
Year 3 Net Amount Due Including Taxes:						USD 64,791.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 240.00	USD 12,000.00	USD 12,000.00	USD 0.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
Year 4 Tax Amount:						USD 4,455.00
Year 4 Discount:						USD 12,000.00
Year 4 Net Amount Due Including Taxes:						USD 64,791.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
50	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00
50	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 240.00	USD 12,000.00	USD 12,000.00	USD 0.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
Year 5 Tax Amount:						USD 4,455.00
Year 5 Discount:						USD 12,000.00
Year 5 Net Amount Due Including Taxes:						USD 64,791.00

Subtotal	USD 350,400.00
Estimated Shipping & Handling Cost	USD 404.64
Estimated Tax	USD 24,804.01
Grand Total	USD 375,608.65

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 20 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet with expected delivery between February 1, 2016 and February 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to Chad Kapler at ckapler@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

Protect Life and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
© 2013 TASER International, Inc. All rights reserved.

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-1. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-1 or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9/15

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed. Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-1.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT
NAME:
PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Taser International, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

INSURER A: Lexington Insurance Company

19437 A

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570059836272

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			028182385	12/15/2014	12/15/2015	EACH OCCURRENCE \$10,000,000
	☒ CLAIMS-MADE ☐ OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence) Excluded
							MED EXP (Any one person) Excluded
							PERSONAL & ADV INJURY Included
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$10,000,000
	☒ POLICY ☐ PRO. ☐ LOC						PRODUCTS - COMP/OP AGG \$10,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oxnard, its City Council, officers, employees and volunteers as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Risk Manager
300 West Third Street, Suite 302
Oxnard CA 93030 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier:

Certificate No : 570059836272

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER Aon Risk Insurance Services West 2555 East Camelback Road Suite 700 Phoenix, AZ 85016 Telephone: 602-427-3200		POLICY INFORMATION: Insurance Company: LEXINGTON INSURANCE COMPANY Policy No.: 021381543 Policy Period: (from) 12/15/14 (to) 12/15/15 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale, AZ 85255		☐ Deductible with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim ☒ Self-Insured Retention (check which) of \$ <u>5,000,000</u> (which)	
TYPE OF INSURANCE ☐ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ In which case only the following special agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
COVERAGES ☐ GENERAL ☒ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____		OTHER PROVISIONS Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached hereto, Insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☒ Underwriter ☐ _____ I, <u>Scott Toland</u> (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature: <u>Scott Toland</u> (original signature required) Telephone: () <u>089 3562</u> Date Signed <u>10/13</u>	

CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)
12132015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix A7 Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	<table border="1"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C. No. Ext): (800) 783-7122</td> <td>FAX (A/C. No.): (800) 363-0105</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C. No. Ext): (800) 783-7122	FAX (A/C. No.): (800) 363-0105	E-MAIL ADDRESS:									
CONTACT NAME:															
PHONE (A/C. No. Ext): (800) 783-7122	FAX (A/C. No.): (800) 363-0105														
E-MAIL ADDRESS:															
INSURED Laser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<table border="1"> <tr> <td>INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437 A</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437 A	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Lexington Insurance Company	19437 A														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Folder Identifier:

COVERAGES

CERTIFICATE NUMBER: 570060491804

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY			028182385	12/15/2015	12/15/2016	EACH OCCURRENCE	\$10,000,000
	X	CLAIMS-MADE ☐ OCCUR			GL - Claims Made			DAMAGE TO RENTED PREMISES (Ea occurrence)	Excluded
A	X	Occurrence Policy for Non-ECD			021391643	12/15/2015	12/15/2016	MED EXP (Any one person)	Excluded
	X	Claims Made Policy for ECD Laser Only			GL - Occurrence			PERSONAL & ADV INJURY	Included
	GENERAL AGGREGATE - LIMIT APPLIES PER POLICY ☐ PROPORTIONATE ☐ LOSS ☐				SIR applies per policy terms & conditions			GENERAL AGGREGATE	\$10,000,000
	X	OTHER						PRODUCTS - COMPOUND AGG	\$10,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
	☐	ANY AUTO						BODILY INJURY (Per person)	
	☐	ALL OWNED AUTOS	☐					BODILY INJURY (Per accident)	
	☐	HIRED AUTOS	☐					PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB	☐					EACH OCCURRENCE	
		EXCESS LIAB	☐					AGGREGATE	
	☐	DED	☐						
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N					☐ PER STATUTE	☐ OTHER
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A					☐ EACH ACCIDENT	
		If yes, describe under DESCRIPTION OF OPERATIONS below						☐ DISPERSE-EA EMPLOYEE	
								☐ DISPERSE POLICY LIMIT	

Certificate No: 570060491804

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability Occurrence policy and the Claims Made policy share the limit. City of Oxnard, its City Council, officers, employees and volunteers as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Risk Manager 300 West Third Street, Suite 302 Oxnard CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Alon Risk Insurance Services West, Inc.</i>

ENDORSEMENT

This endorsement, effective 12:01 AM 12/15/2015

Forms a part of policy no.: 021391643

Issued to: TASER INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

- A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii Supervisory, inspection, architectural or engineering activities.
 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.

C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.

D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.



Authorized Representative

Attachment 1
Page 31 of 34
Page 2 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co 29424 A+ INSURER B: Twin City Fire Insurance Company 29459 A+ INSURER C: INSURER D: INSURER E: INSURER F:

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570059836408 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS X			59 UUN UL7844	09/11/2015	09/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	59WEPE1196	09/11/2015	09/11/2016	X PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570059836408

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oxnard, its City Council, officers, employees and volunteers as Additional Insured in accordance with the policy provisions of the Automobile Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Risk Manager 300 West Third Street, Suite 302 Oxnard CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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ACORD 25 (2014/01)

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Attachment 1
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Exhibit INS-1
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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER Aon Risk Insurance Services West 2555 East Camelback Road Suite 700 Phoenix, AZ 85016 602-427-3200 Telephone:		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY) 10/14/15
NAMED INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale, AZ 85255		POLICY INFORMATION: Insurance Company: TWIN CITY FIRE INSURANCE COMPANY Policy No.: 594UNL7844 Policy Period: (from) 08/01/15 (to) 08/31/16 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☒ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
LIMIT OF LIABILITY \$ <u>1,000,000</u> per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, Insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☒ Underwriter ☐ _____ <u>Jean Schoeb</u> (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature <u>Jean Schoeb</u> (original signature required) Telephone: (602) 572-6543 Date Signed <u>10/14/15</u>	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 59 WE PE1196

Endorsement Number:

Effective Date: 09/11/15 **Effective hour** is the same as stated on the Information Page of the policy.

Named Insured and Address: TASER INTERNATIONAL, INC.

17800 N 85TH ST
SCOTTSDALE, AZ 85255

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHT FROM US

Countersigned by _____
Authorized Representative



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: M-1

DATE: March 22, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Maria A. Hurtado, Assistant City Manager

SUBJECT: Consider Council Member Perello's Request to Add an Item on the Agenda Related to (1) the number of beaches situated within the City of Oxnard City limits, and (2) explore the option of approaching the County to patrol beaches within the City of Oxnard

CONTACT: Maria Hurtado, Assistant City Manager
Maria.hurtado@oxnard.org, 385-7430

RECOMMENDATION

That City Council discuss and determine whether an item related to (1) the number of beaches situated within the City of Oxnard City limits, and (2) exploring the option of the costs associated with the County patrolling City of Oxnard beaches should be placed on a future City Council agenda for Council discussion.

DISCUSSION

At the City Council meeting held on March 15, 2016, Council member Perello requested that City Council consider placing an item on a future Council agenda to discuss (1) the number of beaches situated within the City of Oxnard City limits, and (2) exploring the option of approaching the County to patrol beaches within the City of Oxnard.

The purpose of this agenda item is to provide Council an opportunity to discuss whether staff time and City resources should be devoted to researching and writing a staff report to be placed on a future agenda for Council's discussion.

STRATEGIC PLAN

This topic is included and addressed in the Quality of Life Strategy and is included in the draft business plan that will be brought to Council on April 5, 2016, and specifically included in the following draft goal and objective:

Goal 1: Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1d: Examine options for long term sustainability of public safety services, including ensuring efficient deployment of resources in the police and fire departments and analyzing the cost of adding public safety positions (*e.g. police officers for community policing, firefighters, gang prosecutor, lifeguards*).

An action/task included in the draft business plan includes providing Council a report on the viability of lifeguard services at Oxnard beaches.

FINANCIAL IMPACT

The fiscal impact of placing this item on a future agenda for Council discussion includes the cost of staff time, and depending on the outcome of that discussion, may have general fund impact, which would be determined at that time.

ATTACHMENTS

None.