

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at [www.oxnard.org](http://www.oxnard.org).



AGENDA  
OXNARD CITY COUNCIL  
PUBLIC SAFETY COMMITTEE  
Council Chambers, 305 West Third Street  
May 14, 2019  
**Regular Meeting - 2:00 to 3:15 PM**

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen 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. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Safety Committee approve the minutes of the April 9, 2019 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

**Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)**

1. Police Department

SUBJECT: MOUs with School Districts. (10/10/10)

RECOMMENDATION: That the Public Safety Committee recommend that City Council approve and authorize the City Manager to execute the Cost Sharing Memorandum of Understanding (MOU) between the City and 1) the Rio School District, 2) Hueneme School District, 3) Oxnard School District and 4) Oxnard Union High School District for the School Resource Officer (SRO) Program. These MOUs set forth guidelines between the listed school districts and the Oxnard Police Department (OPD) to ensure an understanding of the goals of the SRO program. The various districts reimburse the OPD for a portion of the personnel costs associated with this program. These MOUs establish a 3-year term with each school district where the reimbursement rate will remain the same throughout fiscal years 2019 through 2022.

Contact: Scott Whitney, (805) 385-7624

2. Fire Department

SUBJECT: Oxnard Fire Department Training. (15/10/5)

RECOMMENDATION: That the Public Safety Committee receive a presentation from the Fire Training Chief providing an overview of the responsibilities of the Training Division, past and current Training Division budgets, requirements and necessities for and costs associated with Fire Department training, technology recently implemented, and future challenges and goals for the division.

Contact: Darwin Base, (805) 385-7700

3. Police Department

SUBJECT: Amendment to Agreement with Vigilant Solutions LLC. (5/5/5)

RECOMMENDATION: That the Public Safety Committee recommend that City Council approve and authorize the Mayor to execute the First Amendment to Agreement 7907-17-PO with Vigilant Solutions LLC., to increase the amount by \$275,000 to a total of \$425,000 over five years for the purpose of adding nine additional, three camera Mobile LPR (License Plate Reader) systems.

Contact: Scott Whitney, (805) 385-7624

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES  
OXNARD CITY COUNCIL  
PUBLIC SAFETY COMMITTEE  
Regular Meeting  
April 9, 2019

A. ROLL CALL / POSTING OF AGENDA

At 2:00 p.m., Chair MacDonald called to order the regular meeting of the Oxnard City Council Public Safety Committee in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Member Vianey Lopez and Chair Bryan MacDonald were present; Member Carmen Ramirez was absent.

Staff members present were Alexander Nguyen, City Manager; Jason Zaragoza, Deputy City Attorney; Sergio Martinez, Battalion Chief/Fire Marshall; Robin Whitney, Police Commander; Elizabeth Rubalcava, Assistant City Clerk; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Chair MacDonald commented on a recently averted terrorist attack on the East Coast, urging people if they “see something, say something.”

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Safety Committee approve the minutes of the March 12, 2019 Regular Meeting as presented.

VOTE: Lopez and MacDonald voted in favor of approval; the minutes were approved 2-0.

D. REPORTS

Fire Department

1. SUBJECT: Oxnard Fire Prevention.

RECOMMENDATION: That the Public Safety Committee receive a presentation from the Fire Marshal on an overview of all the services Prevention provides, the operation structure, fees for service overview, the technology recently implemented, and future challenges and goals for the division.

The Battalion Chief/Fire Marshall gave a report. No public comments were received. Discussion ensued among the Committee and staff. No action was required.

Police Department

2. SUBJECT: Donation of Used Dive Equipment.

RECOMMENDATION: That the Public Safety Committee recommend that the City Council adopt a resolution 1) authorizing the donation of diving equipment previously used by the former Oxnard Public Safety Dive Team to the all-volunteer Ventura County Sheriff's Office Search and Rescue Dive Team and 2) approving the related donation agreement.

The Police Commander gave a report. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Member Lopez, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Lopez and MacDonald voted in favor; the motion carried 2-0.*

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 2:47 p.m.

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MICHELLE ASCENCION, CMC  
City Clerk

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BRYAN MACDONALD  
Chair





## PUBLIC SAFETY COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.1.

**DATE:** May 14, 2019

**TO:** Public Safety Committee

**FROM:** Scott Whitney, Police Chief, (805) 385-7624, [scott.whitney@oxnardpd.org](mailto:scott.whitney@oxnardpd.org)

**SUBJECT:** MOUs with School Districts. (10/10/10)

### RECOMMENDATION

That the Public Safety Committee recommend that City Council approve and authorize the City Manager to execute the Cost Sharing Memorandum of Understanding (MOU) between the City and 1) the Rio School District, 2) Hueneme School District, 3) Oxnard School District and 4) Oxnard Union High School District for the School Resource Officer (SRO) Program. These MOUs set forth guidelines between the listed school districts and the Oxnard Police Department (OPD) to ensure an understanding of the goals of the SRO program. The various districts reimburse the OPD for a portion of the personnel costs associated with this program. These MOUs establish a 3-year term with each school district where the reimbursement rate will remain the same throughout fiscal years 2019 through 2022.

### BACKGROUND

FYs 2019-22 School District MOUs set forth guidelines and cost reimbursements between four local school districts and the City of Oxnard Police Department's SRO program. These are a continuation of our current agreements, and renew the school districts' commitments to reimburse the City for personnel costs for the Police Department's eight (8) assigned SROs. The Oxnard Union High School District (OUHSD) also renews its agreement to fully reimburse the City for costs related to the staffing of **special events**.

#### School Resource Officer Program Overview

The SRO program serves a student population of approximately 42,000 students in four of Oxnard's public school districts. The Police Department has an SRO assigned to each of the four (4) public high schools in the OUHSD. These four (4) SROs are assigned full-time to their respective high schools.

Four (4) more police officers are assigned to the elementary and junior high schools for three school districts (Oxnard, Hueneme, and Rio). Three of these four elementary/junior high school SROs provide services to the Oxnard School District (OSD), while the fourth SRO splits time between Hueneme School District (in Oxnard's jurisdiction) and selected schools from the Rio School District (in Oxnard's jurisdiction).

SROs assist school administrators in helping maintain a safe campus environment that is conducive to learning. SROs provide a visible presence to deter or identify trespassers on campus. School officials rely on the SRO's training, knowledge and experience in handling situations involving weapons violations, or in the identification of controlled dangerous substances. In addition, SROs provide a service to the surrounding community by

addressing concerns such as loitering, or other traffic issues.

SROs are assigned to schools on a long-term basis, based on a school year. The SROs also handle police service calls on and around school campuses, providing relief to the Police Department's Patrol Division. High School SROs typically handle issues dealing with thefts, assaults, drugs, alcohol, weapons, threats, bullying, child abuse, child custody court orders, truancy, traffic issues, gangs, students with mental health issues, runaway students, and conflicts among parents. These previously mentioned issues are more typically found in the high schools. Elementary and middle school SROs are in an environment that naturally places them in more of a prevention-based posture, as many of the younger students can benefit from positive interaction with police, as well as the establishment of role models for the youth.

As is the case for all police officers, SROs are responsible for investigating violations of criminal law. When it is both necessary and appropriate, SROs enforce these laws by citing or arresting offenders, but favor prevention and intervention strategies, viewing enforcement as a last resort. Language is included in the MOUs that reinforces this.

Below are some statistics for 2018 that illustrate measurable SRO activities:

- SROs handled approximately 1,400 calls for service related to school campuses
- SROs handled approximately 140 citations/arrests for offenses
- Over 2,200 parents and students were counseled by the SROs
- SROs provided approximately 140 presentations, in a variety of topics/forums
- SROs coordinated forty (40) school safety / lock down drills
- SROs participated in over 200 School Attendance Review Board hearings
- SRO's generated approximately 400 crime and incident reports, only 78 arrests

Of note, statistically measurable activity, such as counseling sessions, meetings, and presentations have far more value than their numerical statistics, as their impacts upon individuals to make better choices or other positive outcomes are difficult to measure.

#### The Memoranda of Understanding

The SRO MOU's involve the reimbursement to the City for the services of eight (8) police officers, who provide enhanced services to four of Oxnard's school districts. In general, the City is reimbursed for seventy-five percent (75%) of personnel costs related to the eight (8) SROs. The following is a cost breakdown that explains the reimbursement model.

- Oxnard Union High School District's cost-sharing amount is \$540,400 each FY (cost of four (4) officers).
- Oxnard School District's cost-sharing amount is \$405,300 each FY (cost of three (3) officers).
- The eighth SRO splits the forty-hour work-week between the Hueneme School District and Rio School District's Oxnard-based schools. The sum of the two districts' contributions equals 75% of the personnel cost for this officer:
  - Hueneme School District's cost sharing amount is \$88,265 (cost of one officer).
  - § This officer provides twenty-six (26) hours of service per week to the district.
  - Rio School District's cost sharing amount is \$46,835 (cost of an officer).
  - § This officer provides fourteen (14) hours of service per week to the district.

For FYs 2019-22 MOUs, all of the School Districts have agreed to a 3-year agreement term for their reimbursements to the City. The following table illustrates the comparison between FY 18-19 and FY 2019-22 reimbursements:

| School District                   | FY 18-19<br>Reimbursement<br>from School<br>District | FY 19-22<br>Reimbursement<br>from School<br>District | School District<br>Contribution<br>Increase |
|-----------------------------------|------------------------------------------------------|------------------------------------------------------|---------------------------------------------|
| Oxnard Union High School District | \$540,400                                            | \$1,621,200                                          | 0                                           |
| Oxnard School District            | \$263,610                                            | \$1,215,900                                          | 0                                           |
| Hueneme School District           | \$88,265                                             | \$264,795                                            | 0                                           |
| Rio School District               | \$46,835                                             | \$140,505                                            | 0                                           |
| Total:                            | \$1,080,800                                          | \$3,242,400                                          | 0                                           |

Oxnard Union High School District has an additional MOU for cost recovery for **special events** throughout the school year. The overtime reimbursement rates are as follows:

- Police Officer \$77.97 per hour
- Senior Police Officer \$91.82 per hour
- Sergeant \$105.05 per hour

All school districts will be billed for a lump-sum payment to the City no less than 60 days prior to June 30, 2020.

## STRATEGIC PRIORITIES

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 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

## FINANCIAL IMPACT

The total contribution from the four (4) school districts is \$3,242,400, not including the **special events** cost recovery of approximately \$60,000 throughout FYs 2019-22. The anticipated revenue will be included in the recommended budgets for FY 2019-20, FY 2020-21, and FY 2021-22. The FY 2019-20 recommended amount is \$1,223,325 (in account 101-2101-581-7519 Other Reimbursement).

*Prepared by: Eduardo Miranda, Police Commander*

## ATTACHMENTS

1. Rio School District
2. Hueneme School District
3. Oxnard School District
4. OUHSD
5. OUHSD Special Events
6. Presentation 2019-2022 3 year SRO Contracts Report to Public Safety Committee.FINAL

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Rio School District (“**RSD**” or “**District**”) is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of one (1) School Resource Officer (“**SRO**”) to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund the cost to operate and administer the SRO program for FY 2019-2020, FY 2020-2021, and FY 2021-2022, and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Forty Six Thousand Eight Hundred and Thirty Five Dollars (\$46,835) no less than thirty (30) days prior to June 30, 2020, June 30, 2021, and June 30, 2022 (each fiscal year for 3 year term).

City shall send invoices to: Assistant Superintendent of Business Services  
Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2019 to June 30, 2020, August 29, 2020 to June 30, 2021, and August 29, 2021 to June 30, 2022, unless earlier terminated as provided herein. This Agreement is a (3) three year term and may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Eric Sonstegard, Assistant Chief of Police

District:

Rio School District  
2500 Vineyard Avenue, #100  
Oxnard, CA 93036  
Attention: Dr. John Puglisi, Superintendent Rio School District

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind

each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

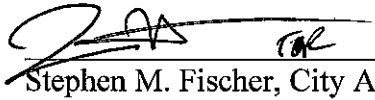
CITY OF OXNARD

RIO SCHOOL DISTRICT

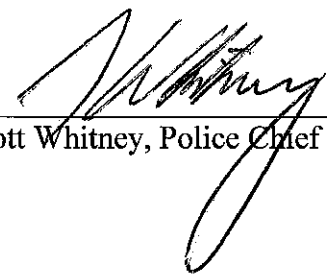
\_\_\_\_\_  
Alexander Nguyen, City Manager

\_\_\_\_\_  
Dr. John Puglisi, Superintendent Rio School District

APPROVED AS TO FORM

 4/2/19  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

 \_\_\_\_\_  
Scott Whitney, Police Chief



## **EXHIBIT "A"**

### **SRO Guidelines**

#### **ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

#### **DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

#### **RESPECT FOR THE RIGHTS OF STUDENTS**

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### **SRO TRAINING REQUIREMENTS**

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### **PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR**

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### **TECHNOLOGY SERVICES AND SUPPORT**

1. In order for the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
  - a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Hueneme School District (“**HSD**” or “**District**”) is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on HSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of one (1) School Resource Officer (“**SRO**”) to HSD elementary and intermediate school campuses for a total of Twenty Six (26) hours a week. The SRO will work with HSD district staff as well as staff at individual elementary and intermediate schools (within the jurisdiction of Oxnard) to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

In addition to the obligations set forth in the Agreement, City shall notify the District Superintendent in writing within five (5) business days of City's anticipation of a SRO absence from a school exceeding a period of nine (9) consecutive school days.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund the cost to operate and administer the SRO program for FY 2019-2020, FY 2020-2021, and FY 2021-2022, and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Eighty-eight Thousand Two Hundred and Sixty-Five Dollars (\$88,265) no less than thirty (30) days prior to June 30, 2020, June 30, 2021, and June 30, 2022 (each fiscal year for 3 year term).

City shall send invoices to: Dannielle Brook, Asst. Superintendent, Hueneme School District, 205 N. Ventura Road, Port Hueneme, California 93041-3065. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2019 to June 30, 2020, August 29, 2020 to June 30, 2021, and August 29, 2021 to June 30, 2022, unless earlier terminated as provided herein. This Agreement is a (3) three year term and may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible

for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Eric Sonstegard, Assistant Chief of Police

District:

Hueneme School District  
205 N. Ventura Road  
Port Hueneme, California 93041-3065  
Attention: Dannielle Brook, Assistant Superintendent Business Services

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum

non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed

this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

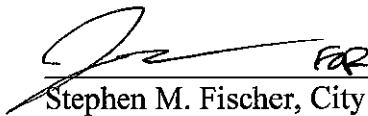
CITY OF OXNARD

HUENEME SCHOOL DISTRICT

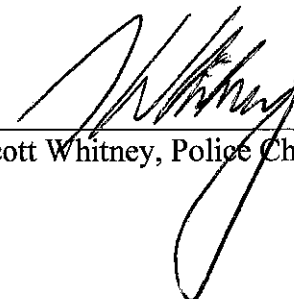
\_\_\_\_\_  
Alexander Nguyen, City Manager

\_\_\_\_\_  
Dr. Christine Walker, Superintendent

APPROVED AS TO FORM

 for 4/2/19  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

 \_\_\_\_\_  
Scott Whitney, Police Chief

## **EXHIBIT "A"**

### **SRO Guidelines**

#### **ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

#### **DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

#### **RESPECT FOR THE RIGHTS OF STUDENTS**

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.



3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the HSD, all SROs will be given a user-specific login and access to the HSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
  - a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard School District (“**OSD**” or “**District**”) is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of three (3) School Resource Officer’s (“**SRO’s**”) to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund the cost to operate and administer the SRO program for FY 2019-2020, FY 2020-2021, and FY 2021-2022, and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Four Hundred and Five Thousand, Three Hundred dollars (\$405,300) (total cost for three officers) no less than thirty (30) days prior to June 30, 2020, June 30, 2021, and June 30, 2022 (each fiscal year for 3 year term).

City shall send invoices to: Janet Penanhoat, Assistant Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2019 to June 30, 2020, August 29, 2020 to June 30, 2021, and August 29, 2021 to June 30, 2022, unless earlier terminated as provided herein. This Agreement is a (3) three year term and may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of

war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Eric Sonstegard, Assistant Chief of Police

District:

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030  
Attention: Janet Penanhoat, Assistant Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.
12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Dr. Cesar Morales, Superintendent

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM

 4/2/19  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
Scott Whitney, Police Chief

## **EXHIBIT "A"**

### **SRO Guidelines**

#### **ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

#### **DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

#### **RESPECT FOR THE RIGHTS OF STUDENTS**

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
  - a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files



**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard Union High School District (“**OUHSD**” or “**District**”) is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as “Party” and collectively as “Parties.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OUHSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of four (4) School Resource Officer’s (“SRO’s”) to OUHSD school campuses. The SRO will work with OUHSD district staff as well as staff at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO’s to be tailored to the specific needs of each school, and it will also provide for flexibility of the SRO’s law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund the cost to operate and administer the SRO program for FY 2019-2020, FY 2020-2021, and FY 2021-2022, and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Five Hundred Forty Thousand, Four Hundred Dollars (\$540,400) no less than thirty (30) days prior to June 30, 2020, June 30, 2021, and June 30, 2022 (each fiscal year for 3 years).

City shall send invoices to: Jeff Weinstein , Assistant Superintendent of Business Services, Oxnard Union High School District, 309 S. K Street, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2019 to June 30, 2020, August 29, 2020 to June 30, 2021, and August 29, 2021 to June 30, 2022, unless earlier terminated as provided herein. This Agreement is a (3) three year term and may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of

war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Eric Sonstegard, Assistant Chief of Police

District:

Oxnard Union High School District  
309 S. K Street  
Oxnard, CA 93030  
Attention: Dr. Penelope Deleon, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

OXNARD UNION HIGH SCHOOL DISTRICT

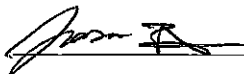
\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Dr. Penelope Deleon, Superintendent

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM

 *SMF* 9/2/19

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
Scott Whitney, Police Chief

## **EXHIBIT "A"**

### **SRO Guidelines**

#### **ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to the deployment of the SRO and each month school administrators shall be informed of the regular or specially assigned duties and responsibilities that require the SRO to be off campus during school days and/or school hours. School Administrators shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor. Copies of weekly SRO activity reports are available to the school principal and/or District Superintendent or the Superintendents' designee upon request.
6. The SRO shall inform school administration if he or she is being reassigned to cover a vacant position in the SRO unit. If the reassignment last more than two consecutive weeks the District Superintendent or Superintendent's designee will be informed by the SRO supervisor and a plan to provide full coverage to the impacted school site will be developed at no additional cost to the district.

#### **DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

#### **RESPECT FOR THE RIGHTS OF STUDENTS**

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable

- suspicion searches.
- b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
- c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
- 2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.
- 3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
- 4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OUHSD, all SROs will be given a user-specific login and access to the OUHSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:

- a. Access to install programs to workstations or servers
- b. Access to District email accounts or the District's email address book
- c. Access to the District's Student Information System
- d. Access to other District files



**AGREEMENT FOR POLICE SERVICES**

THIS AGREEMENT FOR POLICE SERVICES ("**Agreement**") by and between the City of Oxnard, a municipal corporation ("**City**") and the Oxnard Union High School District ("**District**") is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("**OPD**") shall provide no less than two (2) police officers to provide police services at select **special events** of the District, including, but not limited to, football games, basketball games, dances at District campuses, homecoming games, events involving school rivalries, gang concerns, commencement ceremonies or other school or community events on or off District campuses with increased risk potential (the "**Services**"). The Parties acknowledge and agree that OPD may, in its sole and absolute discretion, deploy more than two (2) police officers to District campuses for events on or off District campuses with increased risk potential. The Parties also acknowledge and agree that OPD may assign one (1) supervisor when there are multiple games/events on the same night or when there is a single game/event requiring more than two (2) officers.

2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services.

3. Compensation. District agrees to pay City for the Services provided under this Agreement at rates provided in Exhibit A attached hereto and incorporated by this reference in full herein.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed for the event.

5. Term. The term of this Agreement shall be a (3) three year contract from August 29, 2019 to June 30, 2022, unless earlier terminated as provided herein.

6. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least seven (7) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.

7. Method of Payment. Upon the satisfactory completion of the Services for any special event during the term of this Agreement, City shall submit an invoice to District, delineating the Services performed. City shall send all invoices to: Jeff Weinstein Assistant Superintendent of Business Services, Oxnard Union High School District, 309 South "K" Street, Oxnard, California 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges thereon.

8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**City:**

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251 South "C" Street  
Oxnard, California 93030  
Attention: Eric Sonstegard, Assistant Chief of Police

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309 South "K" Street  
Oxnard, California 93030  
Attention: Dr. Penelope DeLeon, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.

15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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**CITY OF OXNARD**

**OXNARD UNION HIGH SCHOOL  
DISTRICT**

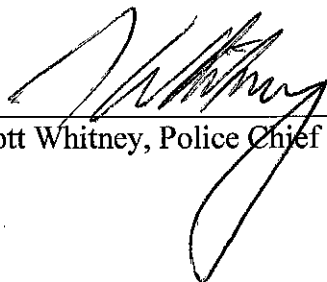
\_\_\_\_\_  
Alexander Nguyen, City Manager

\_\_\_\_\_  
Dr. Penelope DeLeon, Superintendent

**APPROVED AS TO FORM**

 4/2/11  
Stephen M. Fischer, City Attorney

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Scott Whitney, Police Chief

## **EXHIBIT "A"**

### **HOURLY COMPENSATION RATES**

| <b>Position</b>       | <b>Hourly Rate</b> |
|-----------------------|--------------------|
| Police Officer        | \$77.97            |
| Senior Police Officer | \$91.82            |
| Sergeant              | \$104.05           |

Public Safety Committee  
May 14, 2019

# **School Resource Officers and FY 2019-2022 School Agreements**

**Eduardo Miranda, Police Commander**  
**Eric S. Sonstegard, Assistant Police Chief**



# Presentation Objectives

- Provide an overview of the SRO Unit and its roles
- Recommend that the Public Safety Committee authorize the FY 2019-2022 cost reimbursement agreements with:
  - Oxnard Union High School District (OUHSD)
  - Oxnard School District (OSD)
  - Hueneme School District (HSD)
  - Rio School District (RSD)



# SRO Unit Overview and Roles

- Assist school administrators to facilitate a consistent response to events using a blending of district policies and state laws.
- Present information to staff, students, and parents on topics of safety, bullying, healthy choices, substance abuse prevention, internet/technology and students, etc.
- Crisis Intervention Response Team: SROs are a direct liaison to CIRT to assist youth in crisis.
- Promote student and campus safety



# SRO Unit Overview and Roles

- Handle approximately 1,400 calls for service yearly at Oxnard schools
- Coordinate special event staffing as needed for extra-curricular and community-based events at the schools
- Liaison with other county and community agencies to establish positive relationships for the benefit of our students
- Determine best practices for traffic safety around campus



# Youth Crime Prevention and Safety

SROs use proactive methods to help steer our youth away from criminal behavior

- Police Activities League (PAL)
- Youth Sports coaching
- *Every 15 Minutes/Arrive Alive*
- City Impact
- Jr. High Law Academy
- High School Law Academy
- Juvenile Hall call-ins
- Student Attendance Review Board hearings
- Parent Project
- DRAGG Program
- Heroes & Helpers
- Red Ribbon Week



# POLICE ACTIVITIES LEAGUE

Basketball

Football

Tennis

Baseball

Soccer

Volleyball



Encourage

Fair Play

Cooperation

Teamwork

Staying  
Active

Healthy  
Choices

*OPD staff and Summer Basketball Camp  
Overall Achievers*



# SRO Unit Measurable Activity

During the 2018-2019 school year, SRO Unit handled:

- Over 2,200 parents/students counseling sessions
- Approximately 140 presentations: anti-bullying, gang / drug / alcohol awareness, and health / safety
- Approximately 40 school lock down / safety drills
- Over 200 School Attendance Review Boards (SARB)
- Approximately 400 crime and incident reports
- Approximately 220 citations and arrests (<1 % of total student population)



# Cost Explanation

Schools would pay for 75% of the cost of a Police Officer II

OUHSD is serviced by four SRO's, one at each of the high schools for 40 hours per week. 75% of 4 officers = **\$540,400**

OSD is serviced by three SRO's and will cover 20 Elementary and Jr. High Schools. 75% of 3 officers = **\$405,300**

The RSD and HSD are serviced by one (1) SRO. This SRO splits time between HSD (26 hours) and RSD (14 hours).

The 75% formula is applied to a prorated cost.

- HSD is provided with 26 hours of SRO service = **\$88,265**
- RSD is provided with 14 hours of SRO service = **\$46,835**

*A 3-year fixed contract has been agreed upon by all school districts and the Oxnard Police Department based on the rates above.*



# FY 19-22 Agreements

| School District      | FY18-19     | Proposed FYs 19-22 | 3-Year Totals |
|----------------------|-------------|--------------------|---------------|
| Rio SD               | \$46,835    | \$46,835           | \$140,505     |
| Hueneme SD           | \$88,265    | \$88,265           | \$264,795     |
| Oxnard SD            | \$405,300   | \$405,300          | \$1,215,900   |
| Oxnard Union High SD | \$540,400   | \$540,400          | \$1,621,200   |
| Total                | \$1,080,800 | \$1,080,800        | \$3,242,400   |

Proposed FY 2019-2022 amounts have been agreed to by all four school districts



# Questions?

*“Protecting our Community with  
Exceptional Service”*





## PUBLIC SAFETY COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.2.

**DATE:** May 14, 2019

**TO:** Public Safety Committee

**FROM:** Darwin Base, Fire Chief, (805) 385-7700, [darwin.base@oxnard.org](mailto:darwin.base@oxnard.org)

**SUBJECT:** Oxnard Fire Department Training. (15/10/5)

### RECOMMENDATION

That the Public Safety Committee receive a presentation from the Fire Training Chief providing an overview of the responsibilities of the Training Division, past and current Training Division budgets, requirements and necessities for and costs associated with Fire Department training, technology recently implemented, and future challenges and goals for the division.

### BACKGROUND

Oxnard Fire Training Division (the "Division") provides, oversees, and/or coordinates all training and skills development and reinforcement for all personnel in the Fire Department. The Division is also tasked with preparing and overseeing pre service basic training for Firefighter Recruits, as well as all professional development and promotional examinations for all personnel.

Training includes all Federal, State, and County mandated training to maintain operational readiness and stay within Federally mandated requirements for emergency response agencies. These requirements must be met before the City of Oxnard can receive aid or reimbursement from FEMA for any natural or man-made disaster. Skills development and reinforcement are essential for all Fire Department safety personnel to maintain operational readiness, and stay prepared to operate safely in the complex and multidimensional environment of the modern Fire Service.

The Division has seen steady budget cuts in the past decade. The majority of Fire Department training and employee development has been accomplished with grant funding and general funds allocated for other Department projects and line items. While the Fire Department has been incredibly successful in procuring grant funding for training purposes in the past, this is not a guaranteed source of funding and should not be relied on for training that is either required by specific regulations or required under the General Duty Clause underlying all OSHA and Cal OSHA regulations.

The Department continues to look for cost-savings in training methods including train-the-trainer courses and partnering with local agencies to provide certifications locally, reducing the cost of overtime, backfill, and travel. Despite the best efforts to reduce costs, maintaining the safety and certifications of 105 personnel requires a budget be provided by the General Fund.



This presentation will review the types of training required by the Fire Department including the costs and time involved.

## **STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

## **FINANCIAL IMPACT**

There is no financial impact.

*Prepared by: John Colamarino, Battalion Chief*

## **ATTACHMENTS**

1. Training Budget Overview
2. Presentation Fire Training Budget, 5-2019

## Oxnard Fire Department Training Division Budget Breakdown

**“Every employer shall establish, implement, and maintain an effective injury prevention program (which) shall include...an occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee’s job assignment.”**  
**(California Labor Code 6401.7(a)(4))**

The above section, commonly referred to as the “General Duty Clause”, underlies all OSHA regulations. This section is interpreted by Cal OSHA to mean that an employee requires training for any required job or task that has a potential safety risk or hazard. The nature of fire department emergency operations is such that ***all aspects of the job have risks and hazards***. This clearly indicates that a fire department has a responsibility to provide training in all aspects of emergency operations, whether or not the training is addressed by a specific regulation.

### **Mandated Training w/Associated Annual Costs**

|                                                             |          |
|-------------------------------------------------------------|----------|
| Fire Equipment Driver/Operator                              | \$15,000 |
| Automatic External Defibrillator                            | \$500    |
| Bloodborne Pathogen                                         | \$500    |
| CPR/Cardiac Arrest Management                               | \$1100   |
| Emergency Action Plan/Fire Prevention Plan                  | \$200    |
| Hazard Communication Program                                | \$200    |
| Hazardous Materials (FRA/FRO/Tech/Spec) Refresher           | \$7500   |
| Hearing Conservation and Noise Control                      | \$200    |
| Heat Illness Prevention                                     | \$200    |
| Health Insurance Portability and Accountability Act (HIPAA) | \$100    |

|                                                                  |          |
|------------------------------------------------------------------|----------|
| National Incident Management System(NIMS)                        | \$100    |
| Repetitive Motion Injuries and Ergonomics                        | \$100    |
| Respiratory Protection                                           | \$200    |
| Wildland Fire Shelter Deployment (Annual Refresher RT-130)       | \$15,000 |
| Training Records                                                 | 0        |
| Firefighter Health, Safety, Survival (Fireground Survival - FGS) | \$15,000 |
| Paramedic                                                        | \$6500   |

#### **General Duty Clause/Skills Development & Reinforcement/Operational Readiness**

|                                                                  |          |
|------------------------------------------------------------------|----------|
| Equipment Development/Purchasing                                 | \$3000   |
| Personal Protective Equipment Development/Purchasing             | \$36,000 |
| Staffing Program Conference                                      | \$7000   |
| Training Aids, Props                                             | \$15,000 |
| SWAT Tactical Emergency Medical Specialist                       | \$10,000 |
| Urban Search and Rescue Mobilization Exercises                   | \$5000   |
| Swiftwater Rescue Initial and Refresher                          | \$29,000 |
| Quarterly Hazmat, Truck Company, Ocean Rescue, USAR              | \$8,000  |
| Advanced Rope Rescue                                             | \$26,000 |
| Rescue Systems II                                                | \$18,000 |
| Close Quarters Defense Refresher/Initial                         | \$16,500 |
| Wildland Response Rentals/Hotels                                 | \$23,000 |
| Structure Fire Ventilation Prop (Wood, Fuel, Oil, Training Saws) | \$20,500 |
| Communication Equipment/Radio Plan Updates                       | \$5000   |
| Hazardous Material Technician, and Specialist Upgrade            | \$15,000 |

|                                                 |        |
|-------------------------------------------------|--------|
| Auto Extrication Updates and Skills Maintenance | \$6000 |
|-------------------------------------------------|--------|

**Total: \$305,400**

**Note:**

Since approximately 2008 the Training Division has seen a steady decline in the annual training budget, with some years budgeted at zero. Required and General Duty Clause training has been accomplished via mostly grant funding and/or general funds allocated for other Fire Department projects and line items. **This is an unsustainable model of providing required training.**

# Oxnard Fire Department Training Division





# Necessity for Training

- 18,495 calls for service in 2018 in Oxnard
  - 743 Fires
    - Structure Fire (151) , Vehicle Fires, Etc.
  - 483 Hazardous Conditions
  - 1,373 Rescues
    - Auto Accidents (782), Entrapments, Etc
- 851 Firefighter deaths in last ten years
  - 301 deaths on the fire ground (35% )
  - 203 deaths responding to/returning from incidents (24%)
  - 90 deaths on scene of Non-Fire incidents (11%)
  - 101 deaths during informal/unstructured training (12%)
  - 156 deaths during “other on-duty” events (18%)













# Training Division Responsibilities

- Managing certifications for all Suppression staff
  - Mandated and General Duty Clause
- Skills development and reinforcement
  - Mandated and General Duty Clause
- Recruitment and testing of new personnel
- Recruit Firefighter Basic Training Academy
- Promotional examinations and professional development





# Training Division Responsibilities

## Mandated Training

- 17 Specific Areas totaling **\$62,600**
  - Federal, State, and County
    - Driving/Operating fire equipment - **\$15,000**
    - CPR/Cardiac Arrest Management, Paramedic - **\$7600**
    - Hazardous Materials - **\$7500**
    - Firefighter Health, Safety, Survival - **\$15,000**
    - Wildland Fire Shelter/RT-130 - **\$15,000**
    - NIMS; Respiratory Protection; Bloodborne Pathogens; Hazard Communication; HIPAA; Etc - **\$2,500**









# Training Division Responsibilities

## General Duty Clause

- California Labor Code 6401.7(a)(4)
  - “General Duty Clause”
  - Underlies all OSHA regulations
  - Interpretation by Cal OSHA
    - Employee requires training for any required job or task that has a potential safety risk or hazard
    - The nature of fire department emergency operations is such that ***all aspects of the job have risks and hazards***





# Training Division Responsibilities

## General Duty Clause

- 16 Areas totaling **\$243,000**
  - PPE - **\$36,000**
  - Equipment - **\$3,000**
  - Staffing - **\$7,000**
  - Skills props - **\$35,5000**
  - SWAT TEMS - **\$10,000**
  - USAR w/mobex - **\$5,000**
  - Swift Water Rescue - **\$29,000**
  - Quarterly HazMat/Truck Ops/Engine Ops/Ocean Rescue - **\$8,000**
  - Auto extrication - **\$6,000**
  - Hazardous Materials Technician/Specialist Upgrade - **\$15,000**
  - Wildland Response Rentals/Hotels - **\$23,000**
  - Advanced Rope Rescue; Rescue Systems II; **\$44,000**
  - Any other operational area where a training need is identified - **\$21,500**
    - Close Quarters Defense; Communications, Etc.









# Training Division

## Cost Saving Efforts

- Train-the –Trainer
  - Wildland RT-130
  - Hazardous Materials FRO
  - Ocean Rescue (USLA ARRT Instructors)
- Piggy Back Training with other fire agencies
  - Quarterly Hazmat, Ocean Rescue, Truck Company, USAR
  - Aircraft Rescue and Firefighting with Naval Base
  - Specific wildland skills with Ventura County Fire
- Training distribution and testing software
  - Target Solutions





# Training Division

## Past Funding

- Past Budget Allocations
  - 2015 - \$0
  - 2016 - \$22,421
  - 2017 - \$138,593
  - 2018 - \$96,227
  - 2019 - \$56,352
- Grant Subsidies
  - Homeland Security
    - Urban Search & Rescue - \$25,000
    - Hazardous Materials - \$25,000





# Training Division

## Past Funding

- Grant Subsidies
  - AFG
    - 2015 - \$300,000 to launch Wellness Program
    - 2016 – 2018: \$150,000 for Fire Ground Survival
    - 2017 – 2018: \$130,000 for Leadership/Succession (L-380)
    - 2017 – 2019: \$44,000 for Swiftwater Rescue

**Grant funding can not be counted on and is an unsustainable method of providing required training**



# Training Division 2020 Academy

\$712,000

- 11 Recruits
- 16 Weeks
- Training provided by Oxnard Fire Department staff

Cost includes salaries, benefits, backgrounds, safety equipment, equipment, supplies and uniforms.







## PUBLIC SAFETY COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.3.

**DATE:** May 14, 2019

**TO:** Public Safety Committee

**FROM:** Scott Whitney, Police Chief, (805) 385-7624, [scott.whitney@oxnardpd.org](mailto:scott.whitney@oxnardpd.org)

**SUBJECT:** Amendment to Agreement with Vigilant Solutions LLC. (5/5/5)

#### RECOMMENDATION

That the Public Safety Committee recommend that City Council approve and authorize the Mayor to execute the First Amendment to Agreement 7907-17-PO with Vigilant Solutions LLC., to increase the amount by \$275,000 to a total of \$425,000 over five years for the purpose of adding nine additional, three camera Mobile LPR (License Plate Reader) systems.

#### BACKGROUND

The purpose of the Oxnard Police Department's deployment of mobile LPR systems is to assist police officers and investigators. LPR systems have provided an invaluable resource to the Oxnard Police Department. In everyday patrol, LPR equipped police units simply drive through the city as the cameras automatically record license plates, their GPS coordinates and the time. The software then compares each license plate read to a database comprised of wanted vehicles. Investigators also use LPR data extensively in various investigations. Investigators have the ability to view all prior sightings of a particular vehicle as well as its GPS location, date and time of each sighting. In 2017, the Oxnard Police Department identified Vigilant Solutions LLC. as both the best and only company that was able to meet the specific requirement of the Oxnard Police Department.

On June 7, 2017, with the approval of the Oxnard City Council, the City of Oxnard entered into an agreement with Vigilant Solutions LLC. The initial agreement was for the purchase of three, three camera mobile LPR systems and associated fees and licensing for three years. The original agreement totaled \$150,000.00 over three years, and is funded through the Gang Violence Suppression (GVS) grant and the Asset Forfeiture Fund.

On June 26, 2018, Oxnard City Council approved \$145,000.00 of Measure "O" funds to be used for the purchase of additional LPR camera systems. The Police Department is requesting Council authorization through the First Amendment to the Agreement to purchase an additional nine, three camera systems. The cost for the purchase, implementation, and the additional annual licensing for the nine, three camera systems is approximately \$275.00.00, which will bring the total agreement amount to \$425,000.00 over five years.

#### STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will

showcase the promising future of Oxnard. This item supports the following goals and objectives:

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

## **FINANCIAL IMPACT**

There is no financial impact to the general fund. The costs of these purchases will be covered via Measure "O" funds and the Gang Violence Suppression (GVS) grant. \$145,000 is available from one-time Measure O funds (Fund 104) approved in the FY18-19 adopted budget (104-2101, project MO2109). Any unused balance in FY18-19 will carryover to FY19-20. Gang Violence Suppression (GVS) grant funding (Fund 218) of \$320,360 is available (218-2029, project 662119).

*Prepared by: Eric Sonstegard, Assistant Police Chief*

## **ATTACHMENTS**

1. Vigilant Agreement-Original
2. Vigilant Agreement-Amendment
3. Presentation Public Safety Committee-Automated License Plate Readers



## Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 7<sup>th</sup> Day of June, 2017 by and between Vigilant Solutions, LLC, a Delaware company, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and The City of Oxnard, through the Oxnard Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 300 West Third Street, Oxnard CA 93030 ("Affiliate").

**WHEREAS**, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

**WHEREAS**, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

**WHEREAS**, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

**WHEREAS**, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

**THEREFORE**, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

### I. Definitions:

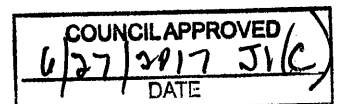
**"CJIS Security Policy"** means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

**"CLK" or "Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or Lineup brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

**"Commercial LPR Data"** refers to LPR data collected by private sources and available on LEARN with a paid subscription.

**"Criminal Justice Information Services Division" or "CJIS"** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

**"Effective Date"** means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.







**"Enterprise License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

**"LEA LPR Data"** refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

**"Service Fee"** means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

**"Service Package"** means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

**"Service Period"** has the meaning set forth in Section III (A) of this Agreement.

**"Software Products"** means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

**"Technical Support Agents"** means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

**"User License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

**"Users"** refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

## **II. Enterprise License Grant; Duplication and Distribution Rights:**

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.



### III. Term; Termination.

A. **Term.** The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). The total term of this Agreement shall not exceed three (3) years without an amendment by the parties. This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. **Affiliate Termination.** Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. **Vigilant Termination.** Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

### IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. **Warranty and Disclaimer.** Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of



merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such injunction: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

#### V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

#### VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

#### VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.



B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) It has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

#### **VIII. Data Sharing, Access and Security.**

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured a solid network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

#### **IX. Ownership and use of Commercial LPR Data and LEA LPR Data.**

Vigilant retains all title and rights to Commercial LPR Data. Users shall not utilize Commercial LPR Data on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data and LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

#### **X. Loss of Data, Irregularities and Recovery.**

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

#### **XI. Data Retention and Redundancy.**

LEA LPR Data is governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

#### **XII. Account Access.**

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.



B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the following CJIS requirements:

1. Affiliate agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for data.
2. Affiliate agrees to protect systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
3. Affiliate will only provide access to Vigilant systems and Affiliate-owned LEA information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
4. Affiliate agrees to create and retain activity transaction logs to enable auditing by the LEA data owners, Vigilant staff, and FBI CJIS if requested.
5. Affiliate agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by client LEA agencies at Affiliate's own expense.
6. Affiliate agrees to reinforce staff policies for creating user accounts with only one Affiliate domain email addresses for each user. Exceptions may only be granted in writing by Vigilant.

### XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☐

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  - LEARN, CarDetector and TAS

☐

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application





**Service Package - Option # 2 – 'Intelligence-Led Policing (ILP)' Service Package:**

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
  - FaceSearch Account
  - FaceSearch Mobile Companion
  - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, "Custom" Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. **Service Fee.** Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

| Annual Service Fee Schedule (multiplied by number of CLK's Issued) |            |             |             |          |  |
|--------------------------------------------------------------------|------------|-------------|-------------|----------|--|
| Total # of CLK's under this ESA                                    | 0-14 CLK's | 15-30 CLK's | 31-60 CLK's | Over 60  |  |
| Basic Service                                                      | \$525.00   | \$450.00    | \$400.00    | \$275.00 |  |
| Standard (Option # 1)                                              | \$750.00   | \$640.00    | \$565.00    | \$390.00 |  |
| ILP Subscriber CLK Renewal Fees                                    | \$525.00   | \$450.00    | \$400.00    | \$275.00 |  |

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is three (3). All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. **Advanced Service Fee Payments.** Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.



D. Total Fees. Notwithstanding any other section of this Agreement, the fee for the initial term of this Agreement is \$72,980 plus \$4,935.20 in tax, which includes all first year service fees and the equipment purchase detailed in Exhibit B attached hereto and incorporated herein by reference. The service fee for years two and three is \$34,720 per year. The not to exceed amount over the total three year term of this Agreement is \$150,000.

E. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, or (ii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase at least thirty (30) days before the date that Vigilant invoices Affiliate for the upcoming Service Period.

#### XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Indemnity during Site Visit. Notwithstanding section A, Vigilant hereby agrees to indemnify, hold harmless, and defend Affiliate from any and all liability, damages, costs and financial loss, including all costs and expenses of litigation or arbitration, resulting from any wrongful or negligent acts or omissions while on the Affiliate's property during the installation of the equipment detailed in Exhibit A by Vigilant or its agents, employees, contractors, or consultants.

C. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

D. Assignment. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

E. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

F. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

G. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and



shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

H. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

I. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

J. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

K. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

L. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

M. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

N. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its



Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

O. Insurance. Vigilant shall obtain and maintain during the performance of this Agreement the insurance coverages as specified in Exhibit INS-I, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Affiliate's Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vigilant obtain and maintain such insurance coverages.

Vigilant shall, prior to performance under this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS INS-I. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS INS-I.

Maintenance of proper insurance coverages by Vigilant is a material element of this Agreement. Vigilant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date:

5-26-2017

Signature:

Authorized Agent: Steve Cintron

Title: Chief Financial Officer

Date:

5/26/2017

Signature:

**AFFILIATE - CITY OF OXNARD**

Greg Nyhoff, City Manager

6-28-17

Date

**APPROVED AS TO FORM:**

Stephen M. Fischer, City Attorney

5/30/17

Date

**APPROVED AS TO CONTENT:**

[name], Project Manager

5/30/17

Date

[name], Department Head

5/30/17

Date

**APPROVED AS TO INSURANCE:**

Mike More, Risk Manager

6/12/17

Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;





## Enterprise Service Agreement

### Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

| Enterprise License Agreement Holder  |                                          |              |  |
|--------------------------------------|------------------------------------------|--------------|--|
| Company / Agency Name:               | City of Oxnard/ Oxnard Police Department |              |  |
| Company / Agency Type:               |                                          |              |  |
| Address: 300 West Third Street,      |                                          |              |  |
| Oxnard, CA 93030                     |                                          |              |  |
|                                      |                                          |              |  |
|                                      |                                          |              |  |
| Primary Contact                      |                                          |              |  |
| Name: Christopher Williams           |                                          |              |  |
| Title: Commander                     | Phone:                                   | 805-385-8290 |  |
| Email:                               |                                          |              |  |
| Supervisor Information               |                                          |              |  |
| Name:                                |                                          |              |  |
| Title:                               | Phone:                                   |              |  |
| Email:                               |                                          |              |  |
| Financial Contact (Accounts Payable) |                                          |              |  |
| Name:                                |                                          |              |  |
| Title:                               | Phone:                                   |              |  |
| Email:                               |                                          |              |  |
| Technical Support Contact # 1        |                                          |              |  |
| Name:                                |                                          |              |  |
| Title:                               | Phone:                                   |              |  |
| Email:                               |                                          |              |  |
| Technical Support Contact # 2        |                                          |              |  |
| Name:                                |                                          |              |  |
| Title:                               | Phone:                                   |              |  |
| Email:                               |                                          |              |  |

For questions or concerns, please contact Vigilant Solutions' sales team:

[sales@vigilantsolutions.com](mailto:sales@vigilantsolutions.com)

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

| Part #       | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VS-ILP-1M3RE | <b>ILP Mobile Bundle for Agencies of Up to 100 Sworn</b><br>Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- One (1) 3-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 5,000 images</li> </ul>      |
| VS-ILP-2M3RE | <b>ILP Mobile Bundle for Agencies of 101 to 200 Sworn</b><br>Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- Two (2) 3-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 20,000 images</li> </ul>    |
| VS-ILP-3M3RE | <b>ILP Mobile Bundle for Agencies of 201 to 500 Sworn</b><br>Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- Three (3) 3-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>  |
| VS-ILP-4M3RE | <b>ILP Mobile Bundle for Agencies of 501 to 1,000 Sworn</b><br>Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- Four (4) 3-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 75,000 images</li> </ul> |



|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>VS-ILP-5M3RE</b> | <b>ILP Mobile Bundle for Agencies of 1,001 to 1,500 Sworn</b><br>Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to Commercial LPR data</li><li>- Five (5) 3-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 100,000 images</li></ul> |
| <b>VS-ILP-6M3RE</b> | <b>ILP Mobile Bundle for Agencies of 1,501 to 2,000 Sworn</b><br>Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to Commercial LPR data</li><li>- Five (5) 3-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 200,000 images</li></ul> |



**Quote For:**

**Oxnard Police Department  
ILP Package, Year 1**

**Quoted By:**

**Vigilant Solutions LLC  
Greg Mills**

**Date: 05-25-17**

**Be Smart. Be Safe. Be Vigilant.**

|                                                                                   |                          |                                                                                                                          |             |                                                  |  |
|-----------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------|--|
|  |                          | <b>Vigilant Solutions LLC</b><br>2021 Las Positas Court - Suite # 101<br>Livermore, California 94551<br>(P) 858-287-0067 |             | <b>Be smart. Be safe.</b><br><b>Be Vigilant.</b> |  |
| Attention:                                                                        | Oxnard Police Department | Date                                                                                                                     | 5/25/2017   |                                                  |  |
| Project Name:                                                                     | ILP Package, Year 1      | Quote Number:                                                                                                            | GSM-0420-03 |                                                  |  |

## **PROJECT QUOTATION**

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

| Qty | Item #                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | VS-ILP-3M3RE          | <b>Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware - Up to 500 Sworn</b> <ul style="list-style-type: none"> <li>• 3-Camera Mobile LPR system - Quantity = 3 LPR Systems               <ul style="list-style-type: none"> <li>◦ Power over Ethernet (POE) LPR cameras</li> <li>◦ Lens configuration to be confirmed by customer at time of order</li> </ul> </li> <li>• CarDetector Mobile LPR Software for MDC Unit               <ul style="list-style-type: none"> <li>◦ Includes Mobile Hit Hunter Data Access Feature</li> </ul> </li> <li>• LEARN Software as a Service (SaaS) including:               <ul style="list-style-type: none"> <li>◦ LEARN Data Analytic Tools</li> <li>◦ Unlimited Commercial LPR data Access</li> <li>◦ Hosting, data and system management of LPR data</li> <li>◦ LEARN-Mobile Companion SmartPhone application (Android &amp; iPhone)</li> </ul> </li> <li>• First year Standard Service Package for hosted LPR server access</li> <li>• FaceSearch Hosted Facial Recognition               <ul style="list-style-type: none"> <li>◦ Image gallery of up to 50,000 images</li> </ul> </li> </ul> |
| (3) | Hardware Installation | <b>Installation of Vigilant Hardware</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| (3) | VS-LBB-02-E           | <b>LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set</b> <ul style="list-style-type: none"> <li>• LPR Camera Mounting Bracket - Rooftop under light bar</li> <li>• Compatible with most Whelen, Code3, TOMAR, Federal Signal, Argent S2 Light Bars</li> <li>• Mounts up to four (4) LPR cameras</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| (1) | VS-LEARN-H            | <b>Vigilant Hosted/Managed Centralized LPR server via LEARN</b> <ul style="list-style-type: none"> <li>• Vigilant hosted/managed LEARN account               <ul style="list-style-type: none"> <li>◦ Central repository for all LPR data acquired by each LPR system</li> </ul> </li> <li>• Includes Vigilant's suite of LPR data analytics via online web access               <ul style="list-style-type: none"> <li>◦ Automated CarDetector software update management</li> <li>◦ Plate searching, mapping, data mining utilities</li> <li>◦ Stakeout, Associate Analysis and Locate Analysis</li> <li>◦ Full administrative security with management auditing</li> </ul> </li> <li>• Plug-N-Play an unlimited number of CarDetector LPR systems               <ul style="list-style-type: none"> <li>◦ Requires NO server hardware, NO server maintenance</li> </ul> </li> <li>• Requires Vigilant Enterprise Service Agreement contract</li> </ul>                                                                                                                                                                                                |



|                       |             |                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1)                   | SSU-LN-COM  | <b>Vigilant Start Up &amp; Configuration of Hosted/Managed LEARN Server Account</b> <ul style="list-style-type: none"> <li>• New client account setup via national LPR server</li> <li>• Required for all hosted/managed LEARN client accounts</li> </ul>                                                                                                                                    |
| (3)                   | SSU-SYS-COM | <b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>• Vigilant technician to visit customer site</li> <li>• Includes system start up, configuration and commissioning of LPR system</li> <li>• Applies to mobile (1 System) and fixed (1 Camera) LPR systems</li> </ul>                                                      |
| (1)                   | VS-TRNG     | <b>Vigilant End User Training for LPR Systems</b> <ul style="list-style-type: none"> <li>• End user training for Vigilant products <ul style="list-style-type: none"> <li>◦ Covers all client purchased applications</li> <li>◦ Includes classroom and field operation training</li> </ul> </li> <li>• Vigilant certified technician to visit site and perform one training class</li> </ul> |
| (1)                   | VS-TRVL-01  | <b>Vigilant Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>• Vigilant certified technician to visit client site</li> <li>• Includes all travel costs for onsite support services</li> </ul>                                                                                                                                                                         |
| (1)                   | Tax         | <b>Tax on Hardware</b>                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Subtotal Price</b> |             | <b>\$77,915.20</b>                                                                                                                                                                                                                                                                                                                                                                           |

**Quote Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
3. Central compute resource hardware sold separately unless explicitly stated above.
4. All hardware components to have standard One (1) year hardware warranty.
5. This Quote does not include anything outside the above stated bill of materials.
6. Extended hardware warranty not included. Additional 1-4 years available.
7. One year of services included.

Quoted by: Greg Mills - 858-287-0067 - [greg.mills@vigilantsolutions.com](mailto:greg.mills@vigilantsolutions.com)

|                    |                    |
|--------------------|--------------------|
| <b>Total Price</b> | <b>\$77,915.20</b> |
|--------------------|--------------------|



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/24/2017

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).

|                                                                                                                                                |  |                                                                                                                                   |  |               |
|------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------|--|---------------|
| <b>PRODUCER</b><br>Andreini & Company-San Mateo<br>220 West 20th Ave<br>San Mateo CA 94403                                                     |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 650-573-1111<br><b>FAX (A/C, No):</b> 650-378-4361<br><b>E-MAIL ADDRESS:</b> |  |               |
| <b>INSURED</b><br>VIGIL-1<br>Vigilant Solutions, LLC<br>VaaS International Holdings, Inc.<br>2021 Las Positas Court #101<br>Livermore CA 94551 |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                              |  | <b>NAIC #</b> |
|                                                                                                                                                |  | INSURER A : Lloyd's of London                                                                                                     |  |               |
|                                                                                                                                                |  | INSURER B : Atlantic Specialty Ins Company                                                                                        |  | 27154         |
|                                                                                                                                                |  | INSURER C :                                                                                                                       |  |               |
|                                                                                                                                                |  | INSURER D :                                                                                                                       |  |               |
|                                                                                                                                                |  | INSURER E :                                                                                                                       |  |               |
|                                                                                                                                                |  | INSURER F :                                                                                                                       |  |               |

## COVERAGES

CERTIFICATE NUMBER: 218495104

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.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                 |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 7110158390000 | 5/10/2017               | 5/10/2018               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$15,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>Employee Benefits \$1,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                | Y         | Y        | 7110158390000 | 5/10/2017               | 5/10/2018               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                         |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$<br><input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE                                                        |           |          | 7110158390000 | 5/10/2017               | 5/10/2018               | EACH OCCURRENCE \$3,000,000<br>AGGREGATE \$3,000,000<br>\$                                                                                                                                                                                                             |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                       | Y/N       | N/A      |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                       |
| A        | Professional Liability                                                                                                                                                                                                                                                                                              |           |          | UCS260189017  | 5/10/2017               | 5/10/2018               | Aggregate 1,000,000                                                                                                                                                                                                                                                    |

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

City of Oxnard, its officers, agents, employees and volunteers are named as additional insured regarding general liability per the attached endorsement. General Liability waiver of subrogation applies and coverage is primary and non-contributory per attached. 30 Day Notice of Cancellation applies.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                       |                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Oxnard<br>Risk Manager<br>300 West Third Street, Suite 302<br>Oxnard CA 93030 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## @VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

| SCHEDULE OF COVERAGE EXTENSIONS                                                                                                                                                                                               |                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| 1. Additional Insured – Broad Form Vendors                                                                                                                                                                                    | 8. Coverage Territory – Worldwide               |
| 2. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none"><li>o Work performed by you</li><li>o Premises you own, rent, lease or occupy</li><li>o Equipment you lease</li></ul> | 9. Duties in Event of Occurrence, Claim or Suit |
| 3. Aggregate Limit Per Location                                                                                                                                                                                               | 10. Expected or Intended Injury (PD)            |
| 4. Blanket Waiver of Subrogation                                                                                                                                                                                              | 11. Incidental Medical Malpractice              |
| 5. Bodily Injury Redefined – Mental Anguish                                                                                                                                                                                   | 12. Medical Payments                            |
| 6. Broadened Named Insured                                                                                                                                                                                                    | 13. Mobile Equipment Redefined                  |
| 7. Broadened Property Damage <ul style="list-style-type: none"><li>o Borrowed Equipment</li><li>o Customers' Goods</li><li>o Use of Elevators</li></ul>                                                                       | 14. Newly Acquired or Formed Organizations      |
|                                                                                                                                                                                                                               | 15. Non-Owned Aircraft                          |
|                                                                                                                                                                                                                               | 16. Non-Owned Watercraft                        |
|                                                                                                                                                                                                                               | 17. Personal and Advertising Injury             |
|                                                                                                                                                                                                                               | 18. Product Recall Expense                      |
|                                                                                                                                                                                                                               | 19. Supplementary Payments Increased Limits     |

#### \* 1. ADDITIONAL INSURED – BROAD FORM VENDORS

**Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs 4. or 6.; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

\*2. **ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT**

a. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless
  - (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
  - (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;
3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.
5. To any:
  - (a) Lessor of equipment after the equipment lease terminates or expires; or
  - (b) Owners or other interests from whom land has been leased; or
  - (c) Managers or lessors of premises if:
    - (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
    - (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
6. To "bodily injury, or "property damage" occurring after:
  - (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**FIRST AMENDMENT TO ENTERPRISE SERVICE AGREEMENT**

This First Amendment to the enterprise service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18<sup>th</sup> day of April, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Vigilant Solutions, LLC ("Vendor"). This First Amendment amends the Agreement entered into on June 7, 2017, by City and Vendor.

WHEREAS, City and Vendor entered into an agreement for the purchase of License Plate Recognition (LPR) hardware components and software products from Vigilant Solutions on June 7, 2017, and ending on May 31, 2020; and

WHEREAS, the city desires to purchase nine (9) additional three (3) camera Mobile LPR systems to be used by police department personnel; and

WHEREAS, the City will continue to pay for the annual license fees for the annual software product licenses; and

WHEREAS, the City desires to extend the agreement until May 31, 2022.

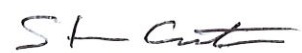
NOW, THEREFORE, CITY AND VENDOR AGREE AS FOLLOWS:

1. The recitals set forth above are incorporated by this reference as if fully set forth herein.
2. The second sentence of Section XIII subsection "D" of the Agreement, "The service fee for years two and three is \$34,720 per year," shall be replaced with the following: "The service fee for year two (2) will be \$34,720. In year three (3), the city will purchase nine (9) additional cameras for a total cost of \$217,688.92 (including tax and associated costs for installation). The service fee for year four (4) will be \$47,150.00 and the final year, \$47,150.00."
3. The last sentence of Section XIII subsection "D" of the Agreement, "The not to exceed amount over the total three-year term of this Agreement is \$150,000," shall be replaced with the following: "The not to exceed amount over the total five (5) year term of this Agreement is \$425,000."
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

|                                                           |       |                                                                                    |                  |
|-----------------------------------------------------------|-------|------------------------------------------------------------------------------------|------------------|
| <input type="checkbox"/> Tim Flynn, Mayor <sup>1</sup>    | _____ |  | <u>4-18-2019</u> |
| <input type="checkbox"/> Alexander Nguyen, City Manager   | _____ | Bill Quinlan, Vice President                                                       | Date             |
| <input type="checkbox"/> Lisa Boerner, Purchasing Manager | _____ |  | <u>4-18-2019</u> |
| <input type="checkbox"/> , Buyer                          | _____ | Steve Cintron, Treasurer                                                           | Date             |

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk (only if Mayor signs)

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney (always required)

\_\_\_\_\_  
Date

<sup>1</sup> The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

Public Safety Committee Meeting  
May 14, 2019

# Automated License Plate Readers (ALPR)

Christopher Williams, Commander

Eric S. Sonstegard, Assistant Police Chief



# Objectives

- Provide Background Information
- Proposal
- Answer Questions About Technology (ALPR)



# Background Information

- June 7, 2017-City Council approved agreement with Vigilant Solutions LLC to purchase three (3), three-camera mobile LPR systems
- Agreement was for three years and totaled \$150,000.00
- Funded through GVS grant and Asset Forfeiture Funds
- June 26, 2018-City Council approved \$145,000 of Measure “O” Funds to purchase additional camera systems

# Proposal

- To purchase and install nine (9) additional three-camera mobile Automated License Plate Readers (ALPR)
- Extend agreement until May 31, 2022
- Cost of amended agreement is \$425,000 over the five year agreement



# What is an ALPR?

- An ALPR is a Fixed or mobile license plate recognition camera that takes photos of license plates capturing date, time and GPS coordinates of where the photo was taken- just like any smartphone camera.



# What do you do with that information?

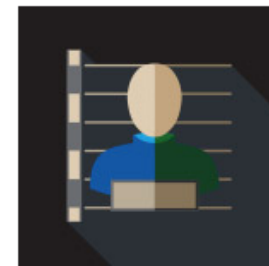
- Each plate image captured, along with the data for that image (date, time, location) is stored in a database that can be searched and analyzed to produce investigative leads.



# How will this improve community safety?

The Police Department can more easily:

- Receive alerts when vehicles of interest enter specific neighborhoods
- Identify rolling stolen vehicles
- Get more information for criminal investigations



Closed Cases &  
Resolved Actions

# Questions?

**Christopher Williams, Commander**  
**Eric S. Sonstegard, Assistant Police Chief**

