



Meeting Date: 06/23/09

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

Prepared By: Mike Matlock, Assistant Police Chief *MM* Agenda Item No. I-5

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

**DATE:** June 11, 2009

**TO:** City Council

**FROM:** John Crombach, Chief of Police *[Signature]*

**SUBJECT:** First Amendment to Agreement for Consulting Services with the Ventura County District Attorney

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the First Amendment to Agreement for Consulting Services for a one year extension to the Agreement (4565-08-PO) for a full time Deputy District Attorney to vertically prosecute violations of the Colonia Chiques and Southside Chiques gang injunctions in the amount of \$191,509.

**DISCUSSION**

In 2008, the City Manager approved the consulting services agreement with the Ventura County District Attorney to vertically prosecute violations of the Colonia Chiques and Southside Chiques gang injunctions. The assigned Deputy District Attorney, in addition to vertically prosecuting gang injunction violations, will participate in community outreach and education regarding the injunction and provide the police department training on enforcement of the terms of the injunctions.

**FINANCIAL IMPACT**

Funding in the amount of \$191,509 for this amendment is included in the recommended budget for Fiscal Year 2009-2010.

Attachment #1 - First Amendment to Agreement for Consulting Services

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This First Amendment to Agreement for Consulting Services ("First Amendment") is made and entered into in the County of Ventura, State of California, this 23<sup>rd</sup> day of June 2009, by and between the City of Oxnard, a municipal corporation ("City"), and the Ventura County District Attorney ("Vendor"). This First Amendment amends the Agreement for Consulting Services ("Agreement") entered into on July 1, 2008, by City and Vendor.

City and Vendor agree as follows:

1. In Section 10 of the Agreement the date "June 30, 2009" is deleted and replaced with the date "June 30, 2010".
2. Section A of Exhibit C of the Agreement is amended by adding the following text:

FISCAL YEAR 2009-10 COST COMPONENTS    COST

Deputy District Attorney	Salary & Benefits	\$191,509.00
--------------------------	-------------------	--------------

3. Section D of Exhibit C of the Agreement is amended by deleting all text therein and replacing the text as follows:

D. MAXIMUM COMPENSATION. Notwithstanding the foregoing, Consultant shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed \$171,958.00 for the period beginning July 1, 2008 and ending June 30, 2009, and for a total amount of compensation that does not exceed \$191,509.00 for the period beginning July 1, 2009 and ending June 30, 2010.

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

CITY OF OXNARD

VENDOR:

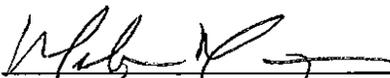
\_\_\_\_\_  
Dr. Thomas Holden, Mayor

\_\_\_\_\_  
Gregory D. Totten, District Attorney

ATTEST:

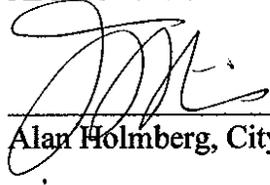
APPROVED AS TO INSURANCE:

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

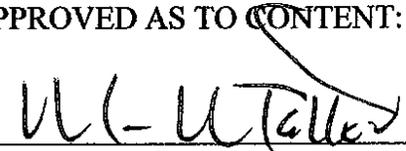
  
\_\_\_\_\_  
Mike More, Risk Manager

ATTACHMENT NO. 1  
PAGE 1 OF 5

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney *for* *6.16.09*

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mike Matlock, Project Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/10/09

<b>PRODUCER</b> CHIVAROLI & ASSOCIATES INC 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b> County of Ventura Risk Management Department 800 South Victoria Avenue, L1970 Ventura, CA 93009	INSURER A: Princeton Excess Surplus Lines Ins. Co.	
	INSURER B: Ins. Co. of the State of PA	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADOL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Subject to a <u>\$500,000 SIR</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N1A3RL0000053-01	07/01/08	07/01/09	EACH OCCURENCE	\$500,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$500,000	
						MED EXP (Any one person)	\$500,000
						PERSONAL & ADV INJURY	\$500,000
						GENERAL AGGREGATE	\$500,000
						PRODUCTS - COMP/OP AGG	\$500,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500,000 SIR	N1A3RL0000053-01	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$500,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$1 Mil	7251855	07/01/08	07/01/09	EACH OCCURENCE	\$500,000
		AGGREGATE				\$500,000	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER \$
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Evidence of coverage as respects the operations of the named insured. The City of Oxnard is included as additional insured in connection with the County of Ventura District Attorney's Office working with the City of Oxnard and the Gang Violence Program.

### CERTIFICATE HOLDER

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

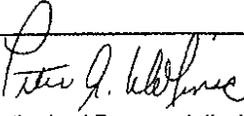
### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

*[Signature]*  
 ATTACHMENT No. 1

**ADDITIONAL INSURED - SPECIFIED ACTIVITY(IES) OR OPERATIONS**

Named Insured: <b>County of Ventura, et al</b>	Endorsement Number <b>4</b>
Policy Number: <b>N1-A3-RL-0000053-01</b>	Endorsement Effective: <b>07/01/08</b>
Countersigned by  (Authorized Representative)	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**This endorsement modifies insurance provided under the following:**

**GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

**Schedule**

Person or Organization (Additional Insured): As per schedule on file with the Company.  
(This endorsement does not include The City of San Buenaventura)

Description of Activity(ies) or Operations: As per schedule on file with the Company.  
(This endorsement does not include Automobile(s) for The City of San Buenaventura)

A. With respect to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the person or organization shown in the above Schedule with whom you have agreed in a written contract or written agreement that such person or organization be added as an additional **Insured** in your policy. Such person or organization is an **Insured** only with respect to their tort liability assumed by you relating to or arising out of the specified activity(ies) or operations described in the above Schedule. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Any person's or organization's status as an additional **Insured** under this endorsement ends when this policy terminates, the contract or agreement terminates or the specified activity or operation terminates, whichever occurs first.

B. The contract or agreement referred to in Paragraph A. above must be:

and

1. In effect at the inception of the **Policy Period** or becomes effective during the **Policy Period**;
2. Executed prior to the **Bodily Injury, Property Damage, Personal and Advertising Injury** covered under this Coverage Part.

C. The coverage provided by this endorsement to the additional **Insured** shown in the above Schedule does NOT apply to any **Bodily Injury, Property Damage, Personal and Advertising Injury** arising out of the sole negligence of such additional **Insured**.

All other terms and conditions remain unchanged.



## Police Department

John Crombach, Chief of Police

---

Date: June 11, 2009  
To: Contract Compliance Review Committee  
From: Mike Matlock, Assistant Chief *MM*  
Subject: Amendment to the Agreement for Consulting Services 4565-08-PO

This is a one year Amendment to an existing Agreement.

This contract pays for the cost of a full-time, experienced deputy district attorney in the civil cases, *People of the State of California vs. Colonia Chiques and People of the State of California vs. Southside Chiques.*

This deputy district attorney will also ensure the consistent enforcement and vertical prosecution of criminal cases arising out of violations of the civil order. The deputy district attorney will participate in community outreach and education regarding the injunction and provide Police Department training on enforcement.

The funding for this was approved as a "one time" service level option for the City's FY 2009-2010 operating budget.

ATTACHMENT NO. 1  
PAGE 5 OF 5