



Meeting Date: 12 / 14 / 10

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

Prepared By: Martin Meyer, Police Commander

Agenda Item No. **I-17**

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

**DATE:** December 14, 2010

**TO:** City Council

**FROM:** Scott Whitney, Acting Chief of Police  
Police Department

**SUBJECT:** Central Business District Security Contract

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a two year agreement (contract number A-7362) for security services in the Central Business District and Centennial Plaza with Securitas Security Services USA, Inc. in the amount of approximately \$690,000, with an option to exercise two additional one year extensions.

**DISCUSSION**

In 2005, City Council approved a trade services agreement with Securitas Security Services USA, Inc. ("Securitas"), which expires December 31, 2010, to provide security services to the newly renovated Central Business District ("CBD"). This vendor was selected based upon its presence and breadth of experience in working with business improvement districts throughout Southern California. These security services supplemented an increased police presence downtown. This combination of private security and Oxnard Police Department community oriented policing and problem-solving has proven successful.

The security services provided by Securitas include foot and bike patrols. Security officers also act as "ambassadors" to the business community and those persons patronizing CBD establishments. These security officers also assist police officers with Crime Free Business surveys and the Oxnard Downtown Management District with varied tasks including distributing information business-to-business. Security officers use a guard tour system. This ensures that security officers are making their regular rounds.

Because Securitas' current contract expires at the end of the year, a Request for Proposal was distributed in November 2010, seeking qualified and licensed private patrol operators to provide comprehensive private patrol, customer service, and security services in the CBD and Centennial Plaza. Twenty-five licensed private patrol operators attended a mandatory pre-proposal meeting, and eight

operators submitted proposals. Four private patrol operators were subsequently interviewed, and Securitas was selected to provide the required services under the new contract. The services provided by Securitas will remain the same under the new contract, and the activities of Securitas personnel will be monitored by the police CBD sergeant.

### **FINANCIAL IMPACT**

The projected cost of the agreement is approximately \$345,000 annually. This agreement is funded out of 101-4103-804-8209 and the Oxnard Downtown Management District.

(MM)

Attachment #1 - Trade Services Agreement with Securitas Security Services USA, Inc.

**AGREEMENT FOR TRADE SERVICES**  
**Contract No. A-7362**

This Agreement for Trade Services ("Agreement") is entered into in Ventura County, California, this 1st day of January 2011, by and between the City of Oxnard ("City"), a municipal corporation, and Securitas Security Services USA, Inc. ("Vendor"), a California corporation, subject to the following terms and conditions:

1. Vendor shall provide City with the following services: Private patrol security services in the area commonly known as "Oxnard Central Business District Core Area," as described in Exhibit A, attached hereto and incorporated by this reference in full herein.
2. Vendor shall provide such services and related costs according to the schedule set forth in Exhibit A.
3. This Agreement shall begin on January 1, 2011, and shall end on December 31, 2012. The City may terminate this Agreement at any time, with or without cause, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.
4. City shall pay Vendor no more than \$345,000 annually for services provided based on the fees specified in Exhibit B.
5.
  - a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the City's Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$13.73 per hour for each hour that such employee provides services under this Agreement, This hourly rate shall be adjusted on July 1, 2011 and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this agreement is in effect, Vendor shall provide each employee with no less than 96 hours of paid leave per calendar year.
  - b. Vendor agrees to post, at a location readily accessible to those employees providing service to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.
  - c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
  - d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay the City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15

days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons, on, about or adjacent to any premises where the work is being performed.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-A, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A.

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

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business license.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to:

H.D. "Doug" Bryant, CPP

Securitas Security Services USA, Inc. 16909 Parthenia Street Suite 202

ATTACHMENT NO. 1  
PAGE 2 OF 10

Northridge, CA 91343

Any notices to City may be delivered personally or by mail addressed to:

Martin Meyer, Commander

Oxnard Police Department, 251 South "C" Street, Oxnard, CA 93030

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

CITY OF OXNARD

VENDOR

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

\_\_\_\_\_  
H. D. "Doug" Bryant, Vice President of Sales  
Securitas Security Services USA, Inc.

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Alan Holmberg, City Attorney 12.6.10

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Martin Meyer, Project Manager

## LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
  - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
  - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
  - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
  - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

**Exhibit 1**

ATTACHMENT NO. 1  
PAGE 4 OF 10

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

**EXHIBIT 1**

## **Exhibit A**

### **Scope of Services**

Vendor will provide private patrol security services to the area known as Oxnard Central Business District core area ("Core Area"), an approximate nine square-block area in downtown Oxnard bounded by Third Street, Sixth Street, "A" Street and "C" Street.

While the entire Core Area is within the boundaries of the Vendor's area of responsibility, the main concentration of patrol time is located in and around the new multi-level parking structure ("Parking Structure") located on the southeast corner of Third Street and "B" Street, and "Centennial Plaza," a new Cineplex, restaurant and shopping complex located at the corner of Fifth Street and "B" Street.

Vendor will provide private security patrol services to the area known as the Oxnard Downtown Management District ("ODMD"), an approximately thirty-five square block area in downtown Oxnard bounded by north side of Wooley Road to the south, south of Second Street to the north, the alley west of "C" Street to the west and the west side of Meta Street to the east.

The general parameters for the private patrol operation are as follows:

#### **Downtown Patrol**

1. One uniformed patrol person may be on site from 4:00 p.m. to 12:30 a.m. seven days per week with an unpaid 30-minute meal break (56 hours per week).
2. Patrols will occur by a variety of means throughout the Core Area with a focus on the Parking Structure and Centennial Plaza.
3. One uniformed patrol person may be on site (ODMD) from 4:00 p.m. to 12:30 a.m. five days per week, Wednesday to Sunday, with an unpaid 30-minute meal break (40 hours per week).
4. One uniformed patrol person on site from 8 p.m. to 4:30 a.m. five days per week, Wednesday to Sunday, with an unpaid 30-minute meal break (40 hours per week)

ODMD security officers will work in conjunction with officers assigned to the Core Area.

#### **Overnight Patrol**

1. One uniformed patrol person may be on site from 12:30 a.m. to 9:00 a.m. with an unpaid 30-minute meal break (56 hours per week).
2. The overnight patrol person will be responsible for patrolling the Core Area, Centennial Plaza and the Parking Structure by a variety of means.

#### **Swing Shift Patrol**

1. One uniformed patrol person may be on site for eight hours-per-day, seven days per week, with an unpaid 30 minute meal break (56 hours per week). The exact work hours will be

agreed upon by City and Vendor and will occur between the hours of 4:00 p.m. and 9:00 a.m.

2. The swing shift patrol person will provide support to the downtown patrol person and the overnight person.

### **Patrol Person Responsibilities**

The assigned patrol persons will:

1. Patrol assigned areas as required using a variety of means including foot patrol, bike patrol and vehicle.
2. Observe and report any suspicious or hazardous activities to authorities by contacting the Vendor's control center or by notifying the City directly.
3. Provide information as directed to employees, the public, and visitors of the Core Area.
4. Deter loss, damage or misuse of property.
5. Regularly survey the security and safety status of the Core Area and report findings.
6. Assist in the evacuation of Core Area patrons and employees as necessary.
7. Monitor suspicious activity occurring within the Core Area.
8. Assist Oxnard Fire Department, medical services, and police agencies as necessary.
9. Maintain and update the security procedures manual, commonly known as "Post Orders."
10. Maintain a professional appearance and conduct at all times.
11. Utilize the ODMD offices in the Parking Structure as a base of operations.
12. Have access to a city-owned four-wheeled electric vehicle for use by patrolperson in the Core Area and Parking Structure. Repair damages incurred during said use is the sole responsibility of the Vendor.
13. Provide a daily post log noting exceptional events and observations.

### **Vendor Responsibilities**

1. Vendor will provide adequate supervision and management for all patrol persons.
2. Vendor will utilize an automated guard tour checkpoint tracking and reporting system. The system shall provide proof to the City that a location was inspected by documenting the time, date and location of the patrol person's inspection.
3. Location of guard tour checkpoints and frequency of tours will be agreed upon by the Vendor and City.

4. Vendor shall provide copies of the guard tour logs and daily post logs to City upon demand.
5. Vendor must be a licensed private patrol operator in good standing with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
6. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site. A "screen print of the Bureau's approval from the Bureau's web site at [www.dca.gov/bsis](http://www.dca.gov/bsis) along with valid photo identification" is not an acceptable alternative to this requirement.
7. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
8. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
9. ODMD and City reserve the right to reject Vendor employees from this project with or without cause.

### **Regulations**

Vendor shall comply with the following private patrol operator regulations:

#### **Badges/Insignia**

The Chief of Police or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or be readily mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

#### **Uniforms**

(a) No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.

(b) No patrol person shall wear or be required to wear a uniform shirt which is similar to, or may be mistaken for the uniform shirt of local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown), or a similar color or hue.

(c) When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "private security" and will include the name of the private patrol company by which the person is

employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "PRIVATE SECURITY." Across the back to the outmost garment will be permanently marked "DISTRICT SECURITY" in a high-contrast color in standard sans-serif characters no smaller than two inches in height.

(d) The Chief of Police or designee may authorize special uniform blazer apparel for a patrol person or uniformed in-house security guard working a fixed post at a specific location, e.g. commercial building lobby and not assigned to a foot or vehicle patrol assignment. The uniform blazer typically consists of a light-weight, single-breasted jacket with the insignia or uniform patch affixed over the breast pocket.

## Vehicles

(a) Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.

(b) The private patrol operator license number, prefaced with the letters "PPO," will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.

(c) Any vehicle used for private patrol must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.

(d) Any required vehicle lettering pursuant to this section shall:

1. Consist of a standard sans-serif font with characters no smaller than two inches in height.
2. The lettering must be in a high contrast color with the background color where affixed.

(e) Vehicles owned by the City and used by the private patrol operator are exempt from this section.

## **Reports of Violations of Laws**

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or personal visit to the watch commander or other person charged with the duty of receiving reports of law violations.

## Exhibit B

### Fee Schedule

#### Salary/Compensation

<u>Position</u>	<u>Wage Rate</u>	<u>Straight Time Billing Rate</u>	<u>OT* and Holiday** Billing Rate</u>
Security Officer (Training)	\$13.25	\$19.59	\$27.35
Security Officer (Ambassador)	\$14.14	\$20.81	\$29.09
Security Officer (Sergeant)	\$14.69	\$21.56	\$30.17
Post Commander	\$17.00	\$24.56	\$35.50

\* OT (Overtime) is defined as any hours beyond 8 hours per shift or 40 hours per week specifically requested by the City, without 48 hours advance notice.

\*\* Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, when worked.

Officer will receive 40-hours of on-site training prior to permanent assignment to be billed at the training rate of \$14.73 per hour.

#### TOUR/INCIDENT MANAGEMENT SYSTEM: SECURITAS VISION

Monthly cost included in overall pricing

#### OPTIONAL PATROL VEHICLE COSTS

\$10,315.12 annual billing/\$859.59 monthly billing