

2.10.010 - Title.

This Chapter shall be known as the Firearms and Ammunition Procurement and Disposal Ordinance.

(Ord. No. 13770, § 1, 12-5-2023)

2.10.020 - Definitions.

"City Administrator" means the City Administrator of the City of Oakland or an officer specifically designated to act for the City Administrator.

"City vendor" means any manufacturer or retail dealer of firearms and/or ammunition that has entered or seeks to enter or renew a contract with the City for the purchase, sale, transfer, return, trade-in, exchange or disposal of firearms, new or used and/or ammunition.

"Contract" means any City contracts, including purchase agreements based upon Section 2.04.080 Cooperative Purchase Agreements, with all manufacturer and/or retail dealers of firearms, new or used and/or ammunition for the purchase, sale, transfer, return, trade-in, exchange or disposal of firearms and/or ammunition.

"Emergency purchase" means a purchase deemed by the City Administrator to be necessary for the immediate preservation of the public peace, health or safety as described in Section 2.04.020.

"Purchase" means and includes rental or lease of supplies, as well as purchase.

(Ord. No. 13770, § 1, 12-5-2023)

2.10.030 - Applicability.

This Chapter shall apply to all City contracts, including purchase agreements based upon Section 2.04.080 Cooperative Purchase Agreements, with all manufacturer and/or retail dealers of firearms, new or used, and/or ammunition for the purchase, sale, transfer, return, trade-in, exchange or disposal of firearms and/or ammunition.

(Ord. No. 13770, § 1, 12-5-2023)

2.10.040 - General requirements.

All City vendors subject to this chapter shall, prior to entering into or renewing a contract with the City:

1. Be in compliance with all applicable State and Federal laws, and, if required by State or Federal law, shall have a valid Federal firearms license, a valid State Board of Equalization seller's permit, and a certificate of eligibility pursuant to Section 26710 of the California Penal Code;
2. Adhere to public safety principles relating to firearms and ammunition;

3. Have no unresolved ATF violations within the last five (5) years; and
4. Have policies to prevent, detect, and screen for the transfer of firearms to straw purchasers or firearm traffickers; to prevent sales to prohibited individuals; to protect against the theft of firearms and ammunition; to train vendor employees and have reasonable employment policies designed to ensure maximum compliance with the law; to assist law enforcement in the investigation and prevention of criminal access to guns; to operate a digital video surveillance system as prescribed in Section 26806 of the California Penal Code or a similar system, if applicable State or local law requires such a system, for vendors outside of California; and to promote public safety. Manufacturers of firearms and/or ammunition shall have standards for retail dealers authorized to sell the manufacturer's firearms and/or ammunition that induce those dealers to adopt the policies set forth in this paragraph.
5. After certification or at any time during the term of any contract with the City, City vendor is required to notify the City of any policy change inconsistent with the requirements above or any new ATF violation against City vendor within thirty (30) days of such change or violation.

(Ord. No. 13770, § 1, 12-5-2023)

2.10.050 - Required contract provisions.

- A. Every contract subject to this Chapter shall contain provisions for City vendors to certify their compliance with the requirements set forth in Section 2.10.040 above as of the date the City vendor enters the contract with the City or when such contract is amended or renewed.
- B. The City Administrator may not enter into or renew any contract with any City vendor that refuses or is otherwise unable to certify their compliance with the requirements set forth in Subsection A. above unless granted a waiver by the City Administrator.
- C. The City shall reject bids, quotations, proposals, or other submissions from any City vendor that refuses or is otherwise unable to certify their compliance with the requirements set forth in Subsection A. above unless granted a waiver by the City Administrator.

(Ord. No. 13770, § 1, 12-5-2023)

2.10.060 - Waivers and exemptions.

- A. The City Administrator may, in their discretion and for good cause shown, waive the requirements of this Chapter under the following circumstances:
 1. The ATF violation is administrative or similarly de minimis; or
 2. To make an emergency purchase.
- B. Nothing in this section shall limit the right of the City Council to waive the provisions of this Chapter.
- C. The requirements of this Chapter shall not be applicable to contracts executed or amended prior to the effective date of this Chapter, or to bid packages advertised and made available to the public, or any competitive or sealed bids received by the City prior to the effective date of this Chapter, unless and until

such contracts are amended after the effective date of this Chapter and would otherwise be subject to this Chapter.

(Ord. No. 13770, § 1, 12-5-2023)

2.10.070 - Enforcement.

- A. The City Administrator shall have the authority to adopt rules and regulations, in accordance with this Chapter establishing standards and procedures for effectively carrying out this Chapter.
- B. Upon a finding by the City Administrator that a contractor has violated the requirements of this Chapter, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or in equity:
 - 1. Suspension and/or termination of said contract agreement for cause;
 - 2. The City Administrator may deem the entity ineligible for future City contracts until all penalties and restitution have been paid in full;
 - 3. Seek recovery of reasonable attorney's fees and costs necessary for enforcement of this Chapter.
- C. Notwithstanding any provision of this Chapter or any other chapter to the contrary, no criminal penalties shall attach for any violation of this Chapter.
- D. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a cause of action to enforce any rights hereunder in a court of law.
- E. Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

(Ord. No. 13770, § 1, 12-5-2023)