

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street, 4th Floor, during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
* OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Regular Meeting
Council Chambers, 305 West Third Street
June 14, 2016
5:00 P.M. Appointment Item
6:00 P.M. Regular Session

A. ROLL CALL/POSTING OF AGENDA

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

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

C. APPOINTMENT ITEM – 5:00 P.M.

1. SUBJECT: Ventura County Transportation Commission/Ventura County Local Transportation Authority Transportation Investment/Expenditure Plan. (20/40)
RECOMMENDATION: That City Council adopt a resolution approving the Ventura County Transportation Commission (VCTC) Transportation Investment/Expenditure Plan ("The Plan") for placing a ½ cent Countywide Transportation Sales Tax Measure on the November 8, 2016 general election ballot.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

D. CEREMONIAL CALENDAR

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

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

City of Oxnard internet address: www.oxnard.org.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

G. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS**H. REPORTS****Cultural and Community Affairs Department**

1. **SUBJECT:** Partnership Agreement and Memorandum of Understanding (MOU) of the Hueneme Elementary School District (HESD) and the City of Oxnard to Operate a State of California After School Education and Safety (ASES) Program in FY 2016-17 and FY 2017- 18. (10/20)

RECOMMENDATION: That City Council: Approve and authorize the Mayor to execute the Partnership Agreement (A-7876) and a Memorandum of Understanding (A-7879) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$1,684,584, to provide services under the California After School Education and Safety (ASES) at ten (10) HESD schools during FY 16-17 and FY 17-18.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

2. **SUBJECT:** Agreement with the Oxnard School District to Receive Grant Funds from the State After School Education and Safety Grant to Operate the Oxnard Scholars After School Program in FY 2016-2017. (10/15)

RECOMMENDATION: That City Council: Approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-7883) for the City to receive an amount not to exceed \$2,000,000, to provide after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at OSD 20 schools during FY 2016-2017.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

I. PUBLIC COMMENTS ON REPORTS

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION CONSENT AGENDACity Clerk Department

1. SUBJECT: Approve Minutes of the Regular Meetings of the Oxnard City Council for April 26 and May 3, 2016; and Minutes of the Special Meeting of the Oxnard City Council for May 2, 2016.

RECOMMENDATION: Approve.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review

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

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

3. SUBJECT: Transportation Development Act Special Budget Appropriation

RECOMMENDATION: That City Council approve a special budget appropriation in the amount of \$356,327 to implement recommendations of the TDA Audits for Fiscal Years 2013-14 and 2014-15, and replace Circulation System Improvement Fees with \$356,327 of TDA funds within the Highway 101-Rice Avenue Interchange Improvement Project No. 873114.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Housing Department

4. SUBJECT: Housing Authority Investment Policy.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") adopt a resolution reauthorizing the current investment policy and guidelines for the Housing Authority of the City of Oxnard for FY 2016-2017.

Legislative Body: HA

Contact: Arturo Casillas

Phone: 385-8094

5. SUBJECT: Revision to the Utility Allowances for Public Housing Residents and Section 8 Housing Choice Voucher.

RECOMMENDATION: That the Housing Authority of the City of Oxnard Board of Commissioners adopt a resolution approving the revised utility allowance schedules for the Section 8 Housing Choice Voucher program and the Public Housing program.

Legislative Body: HA

Contact: Arturo Casillas

Phone: 385-8094

Police Department

6. SUBJECT: California Gang Reduction, Intervention and Prevention (CalGRIP) Program Grant Funding 2016.

RECOMMENDATION: That City Council adopt a resolution: 1) Authorizing the City Manager or designee to execute grant agreement #A-7865 for funding from the State of California, Board of State and Community Corrections (BSCC) to continue the California Gang Reduction, Intervention, and Prevention (CalGRIP) Program for calendar year 2016; and 2) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of CalGRIP funds; and 3) Authorizing the City Manager or designee to submit all program related progress or status reports to BSCC.

Legislative Body: CC

Contact: Jeri Williams

Phone: 385-7624

M. PUBLIC HEARINGSDevelopment Services Department

1. SUBJECT: Recovery of Nuisance Abatement Costs. (5/15)

RECOMMENDATION: That City Council: 1) conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for nuisance abatement costs, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

2. SUBJECT: Recovery of Civil Citation Fines. (5/15)

RECOMMENDATION: That City Council: 1) conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

N. PUBLIC COMMENTS ON STUDY SESSION

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

O. STUDY SESSIONP. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: June 14, 2016

TO: City Council

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

FROM: Greg Nyhoff, City Manager

SUBJECT: Ventura County Transportation Commission/Ventura County Local
Transportation Authority Transportation Investment/Expenditure Plan

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

RECOMMENDATION:

That City Council adopt a resolution approving the Ventura County Transportation Commission (VCTC) Transportation Investment/Expenditure Plan ("The Plan") for placing a ½ cent Countywide Transportation Sales Tax Measure on the November 8, 2016 general election ballot.

BACKGROUND

At a special meeting of the Ventura County Transportation Commission/Ventura County Local Transportation Authority ("Commission") held, Friday, April 22, 2016 the Ventura County Local Transportation Authority approved, by 14-0 vote, the attached draft Ventura County Transportation Measure Investment/Expenditure Plan for distribution to all cities within Ventura County and the County of Ventura. The action by the Commission is the first formal step, pursuant to Public Utilities Code Section 180206, towards placing a transportation sales tax measure on the November 2016 general election ballot. This action followed a presentation by VCTC's voter research consultant, Dr. Richard Bernard, of the firm Fairbanks, Maslin, Maulin, & Metz who presented results from recent polling of 600 likely Ventura County voters that showed that 67% were in favor of a ½ cent sales tax measure for transportation investments, projects and programs. The 2/3rd level of support is critical since a transportation measure is considered a "special tax" and as such state law requires 2/3rd voter approval for passage.

Ventura County Transportation Commission Transportation Investment/Expenditure Plan
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The Plan approved by the Commission is a 30-year \$3.3 billion transportation investment strategy funded by countywide ½ cent sales tax and would be distributed in general as described in the table below.

Investment/Expenditure Plan Component	30 Year Total	% of Total
1. Local Streets and Roads	\$1,650,000,000	50%
2. Freeway Program	\$660,000,000	20%
3. Regional Roads/Military Access/Freight Movement	\$227,700,000	6.9%
4. Bus Transit Enhancements & Fare Support	\$191,400,000	5.8%
5. Commuter Rail Enhancements	\$191,400,000	5.8%
6. Bicycle and Pedestrian Improvements	\$99,000,000	3.0%
7. Transportation Environmental Mitigation	\$198,000,000	6.0%
8. State Board Of Equalization Fees	\$49,500,000	1.5%
9. Admin/Taxpayer Oversight	\$33,000,000	1.0%
Total	\$3,300,000,000	100%

A clear area of concern for Ventura County residents and virtually all transportation stakeholders is the importance of maintaining local streets and roads. This message was heard through VCTC's voter research as well as through the community meetings as VCTC developed the VCTC Comprehensive Transportation Plan. The Ventura County Investment/Expenditure Plan recognizes this concern and allocates \$35 million annually, the largest amount of any category, to a local streets, roads, and transportation priorities program. This funding, which is 50% of the funds generated, would be distributed by VCTC directly to cities and the County of Ventura for local street and road needs and local transportation priorities as determined by City Council and the Board of Supervisors. The distribution of the local streets and roads funding will be based on a street miles formula. The estimated amount of funding for local transportation need and priorities for Oxnard would be \$5.3 million per year.

The remaining 50% of the funds will be focused on regional transportation priorities administered by the Commission. Over the 30-year Plan life, \$660 million (20% of measure revenues) will match an equivalent amount of State and Federal transportation funds to provide major improvements to the US 101 corridor through urban Ventura County and improvements to State Route 118 between Simi Valley and Moorpark.

The Regional Road/Freight Movement program is allocated approximately \$228 million to fund regional roads, arterials, and state highways that play a significant role in the safe and efficient movement of freight, provide access for Ventura County's military installations and connect Ventura County communities on routes other than freeways. Rice Avenue is a priority project in this category and has received a grant of \$1.5 million to the State of California to fund the design of a bridge which will carry vehicular traffic on Rice Avenue over railroad tracks.

Ventura County Transportation Commission Transportation Investment/Expenditure Plan

June 14, 2016

Page 3

Public Transit, including bus and passenger rail transit, is allocated a combined \$380 million (nearly 12% of measure revenues) split evenly between modes. The bus system enables mobility for those who do not drive or do not have a vehicle and offers a choice to those who do. Measure funding would be used to ensure fares are kept affordable for those who need it most: seniors, students, people with disabilities and veterans and will fund expansion of bus services, connections, bus infrastructure and improvements to countywide services. Commuter and passenger rail plays an important part in the overall transportation mix. Funding from the measure provides a stable and continuous source of funding for Metrolink rail operations ensuring that passenger rail remains an option for commuters, and provides funding for additional capital improvements when needed.

A comprehensive transportation system must support all modes, including bicycles and walking. The Plan includes \$99 million that will be used to match Federal and State funds includes funding for cycling and pedestrian projects such as Class 1 dedicated bike and pedestrian trails, improved on street bike lanes and signage on routes connecting communities and safe routes to schools. It is anticipated that with local funds being used consistent with Complete Streets ordinances this program will enable local jurisdictions to make transformative investments in bicycle and pedestrian projects.

Lastly, from a funding allocation perspective, the Plan allocates \$198 million for capital investments and programs that have a transportation nexus to the natural environment. This program will match State and Federal resource agency grants, foundation grants and other non-governmental organization grants to fund restoration efforts and protect habitat impacted by transportation infrastructure. This program will also support local agency efforts to reduce runoff from highways, streets and roads, and maintain and improve drainage filters and facilities.

The Plan has safeguards and accountability measures including an independent Taxpayer Oversight Committee and requires annual independent audits. Administration expenses are capped at 1% as required by law. The Plan includes a “maintenance of effort” provision to ensure the funds augment existing funds, not replace existing local investments.

The law requires that at least six (6) Ventura County cities representing no less than 50%+1 of the incorporated population plus the Board of Supervisors approve The Plan before the Commission can request that the measure be placed on the ballot. Every City Council and the Board of Supervisors is being asked to approve The Plan during the months of May and June. The cities of Moorpark and Thousand Oaks have adopted The Plan. The cities of Simi Valley, Santa Paula and Port Hueneme are scheduled to take action on Monday, June 6th. The City of Camarillo is scheduled to take action on Wednesday, June 8th. Assuming the requisite number of cities consisting of the required population and the Board of Supervisors approve The Plan, the Commission will consider the required ordinance adopting the final plan at the regularly scheduled July 8th Commission meeting. State law requires a 2/3rd affirmative vote for the ordinance to be approved. Additionally the Commission may then act to formally request that the Board of Supervisors place the sales tax revenue measure including The Plan on the November 2016 ballot.

The decision to prepare the draft Ventura County Transportation Measure Investment/Expenditure Plan and approve it for distribution to and consideration by Ventura County and the cities therein pursuant to Public Utilities Code Section 180206 is part of the process for creation of government funding mechanism and is exempt from CEQA pursuant to CEQA Guidelines Section 15378(b)(4).

FINANCIAL IMPACT

No funding is requested. If the ½ cent countywide transportation sales tax measure is approved by the voters, Oxnard will receive approximately \$5.3 million annually for local street improvements.

ATTACHMENTS:

Attachment A - Resolution supporting transportation investment expenditures plan

Attachment B - Ventura County Transportation Investment Plan

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE VENTURA COUNTY TRANSPORTATION
INVESTMENT/EXPENDITURE PLAN

WHEREAS, the City of Oxnard is in receipt of the Ventura County Investment/Expenditure Plan approved for distribution to cities and the County of Ventura by the Ventura County Transportation Commission acting as the Ventura County Local Transportation Authority on April 22, 2016 by a 14-0 vote. The Ventura County Investment/Expenditure Plan was prepared pursuant to Public Utilities Code Section 180206 and is required as part of consideration of the potential placement of a retail transactions and use tax (1/2 cent sales tax) revenue measure on the ballot for the November 8, 2016 general election. The revenue measure, if placed on the ballot and approved by the voters, is estimated to generate \$70,000,000 annually to repair, preserve, and improve the transportation system of Ventura County; and

WHEREAS, the lack of a “self-help” transportation revenue measure has placed Ventura County at a competitive disadvantage when competing for federal and state transportation funds with other California counties; and

WHEREAS, 50% of the revenue received from a voter-approved revenue measure and allocated pursuant to the proposed Ventura County Transportation Investment/Expenditure Plan will go back to each of the ten cities and the County of Ventura for local transportation needs. This represents an estimated \$1,650,000,000 of funding over thirty years; and

WHEREAS, the City of Oxnard has significant transportation needs, including local street and road repair, pedestrian improvements, and active transportation needs. Moreover, the cost in recent years of deferred street maintenance needs has grown, while traditional sources of funding for street repairs have diminished.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to approve the Ventura County Investment/Expenditure Plan dated April 22, 2016.

PASSED AND ADOPTED this ____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

VENTURA COUNTY TRANSPORTATION INVESTMENT/ EXPENDITURE PLAN

Ojai



**KEEP TRAINS
& BUSES ROLLING**

Fillmore



**IMPROVE
LOCAL STREETS**

126

23



**KEEP BUS FARES
AFFORDABLE FOR
STUDENTS, VETS
SENIORS &
DISABLED**

Ventura



**REPAIR
REGIONAL ROADS**

33

126

Santa Paula



**BIKE PATHS
CONNECTING COMMUNITIES**

Moorpark

118

Simi

Valley

**\$\$\$
ALL FUNDS
STAY LOCAL**



**IMPROVE
SAFETY AT INTERSECTIONS
& RAIL CROSSINGS**

101

232

118

Camarillo

101

Thousand
Oaks

Oxnard



**ANNUAL AUDITS
& TIGHT FINANCIAL
CONTROLS**



**FIX OUR
FREEWAYS**



**PEDESTRIAN
IMPROVEMENTS**

**CREATE JOBS
BOOST
LOCAL ECONOMY**



**ENVIRONMENTAL
PRESERVATION**



**CLEAN WATER
RUN OFF**



Ventura County
Transportation
Commission

VENTURA COUNTY TRANSPORTATION INVESTMENT/EXPENDITURE PROGRAM

THE PLAN

Investment/Expenditure Plan Component	30 Year Total	Percent of Total
1. Local Streets and Roads	\$1,650,000,000	50.0%
2. Freeway Program	\$660,000,000	20.0%
3. Regional Roads/ Military Access/ Freight Movement	\$227,700,000	6.9%
4. Bus Transit Enhancements & Fare Support	\$191,400,000	5.8%
5. Commuter Rail Enhancements	\$191,400,000	5.8%
6. Bicycle & Pedestrian Improvements	\$99,000,000	3.0%
7. Transportation Environmental Mitigation	\$198,000,000	6.0%
8. State Board of Equalization Fees	\$49,500,000	1.5%
9. Admin/Taxpayer Oversight	\$33,000,000	1.0%
Total	\$3,300,000,000	100.0%

Transportation touches every area of our lives on a daily basis and we often overlook its importance. We expect our roads to carry us safely and efficiently to where we want to go, that we have options to driving and can bike, walk or take a bus. Business owners need and should have easy access to their locations for their workers, customers and goods so that Ventura County's economy thrives. Mobility is an essential ingredient in the quality of life that we've come to expect in Ventura County.

The transportation system that enables mobility in Ventura County is beginning to show the strain of many years of under-funding. Highways once free flowing are now congested, pot holes are an all too familiar sight on city streets and bus and rail services are struggling just to maintain current schedules and fares.

While maintenance costs are increasing significantly, State and Federal funding for transportation is diminishing and typically requires a commitment (sometimes dollar for dollar) for a local investment before funds are allocated. Absent local funding, taxes

collected in Ventura County, which should help support local roads, go to other counties that offer local matching funds. All this contributes to a transportation system which cannot meet our current or future needs. Local investment in our transportation system enables Ventura County to compete for federal and state funds and bring your tax dollars back to the County.

The Ventura County Transportation Commission/Ventura County Local Transportation Authority (VCTC) coordinates funding for most transportation activities in Ventura County and believes now is the time for residents to invest in the future and repair, preserve and improve the transportation system that adds so much to Ventura County's quality of life. The VCTC has been talking with communities throughout the County and has developed this County Transportation Investment/Expenditure Plan, pursuant to Public Utilities Codes section 180206 that prioritizes investments in the areas that residents want to see improvement in, hereinafter referred to in the "Plan" that is set forth in the following pages.

INVESTMENT IN LOCAL STREETS, ROADS & TRANSPORTATION PRIORITIES

ESTIMATED INVESTMENT: \$1.650 BILLION

Whether by car, bus, bike or walking, nearly every trip in Ventura County begins on a local street. The upkeep and maintenance of local streets and roads affects all of us as we travel throughout our day. Typically, we only think about streets and roads when the conditions start to deteriorate. Every city and the County of Ventura have expressed and quantified their struggle to maintain the condition of local streets and have advised of a substantial shortfall in funding just to maintain road conditions in their current state.

This Plan includes assistance for the cities and the County of Ventura that must maintain our local streets. A total of 50 percent of all Plan funds, approximately \$1,650,000,000, would be returned to local jurisdictions to augment their revenues for the maintenance and improvement of the nearly 2,500 miles of local streets and local transportation systems. To ensure an equitable distribution of those funds to the local jurisdictions, a formula has been developed by the cities and the County of Ventura, that a) provides a minimum of \$500,000 to each jurisdiction annually; b) provides the County of Ventura with 22.3% of the local street and roads funds; c) allocates the remainder of local streets and roads funds based on the percentage of lane miles within a jurisdiction. Each jurisdiction will receive funds as shown in the table below.

INVESTMENT LOCAL STREETS & ROADS

Jurisdiction	Approximate Percentage	Approximate 30 Year Total	Approximate 1 Year Total
Camarillo	8.64%	\$142.4	\$3.02
Fillmore	1.59%	\$22.7	\$0.50
Moorpark	3.45%	\$56.9	\$1.21
Ojai	1.59%	\$24.7	\$0.53
Oxnard	15.31%	\$252.6	\$5.36
Port Hueneme	1.59%	\$26.3	\$0.56
San Buenaventura	12.66%	\$208.8	\$4.43
Santa Paula	2.04%	\$33.6	\$0.71
Simi Valley	14.13%	\$233.1	\$4.94
Thousand Oaks	17.02%	\$280.9	\$5.96
County of Ventura	22.3%	\$367.9	\$7.79

INVESTMENT IN LOCAL STREETS, ROADS & TRANSPORTATION PRIORITIES

ESTIMATED INVESTMENT:
\$1.650 BILLION

The County of Ventura and the cities are best positioned to determine their local needs for maintenance and improvements and this program is designed to give local jurisdictions the greatest flexibility in the use of these funds. Local jurisdictions may apply these funds to any transportation related project including but not limited to street repair, pavement maintenance, road widening, installation of bike lanes, sidewalks, pedestrian walkways, transit stop improvements, contributions to transit services, Safe Routes to School Programs, Intelligent Transportation Systems (ITS), and/or other transportation projects as local jurisdictions deem necessary for the betterment of their residents under the conditions as follows:

- The funds distributed through this Plan to local jurisdictions are intended to augment local jurisdictions' funds that are normally or typically designated for transportation programs or projects. Local jurisdictions must continue their normal practices to fund transportation projects.
- To ensure that all users of streets and roads are considered, all jurisdictions must be compliant with Assembly Bill 1358, the California Complete Streets Act of 2008. If a jurisdiction has not yet updated its circulation plan to include a complete streets element, it may utilize the first year's Plan allocation to become compliant but no other funds will be allocated until the jurisdiction has completed a Complete Streets Plan as required by the legislation.
- All jurisdictions must comply with reporting requirements by submitting a five year Capital Improvement Plan outlining the anticipated use of Plan funds, provide an annual accounting of Plan funds expended, and provide a timely use of Plan funds report for review by the Taxpayer Oversight Committee.



FREEWAY PROGRAM

**ESTIMATED INVESTMENT:
\$660 MILLION**

Traffic relief is the focal point of the freeway program in the Plan. Over the past 10 years Caltrans with funding allocated by VCTC has built several freeway traffic flow improvement projects, thanks to the 2006 passage of Proposition 1B, a statewide transportation bond measure. However, as the economy has improved traffic has become a source of frustration for commuters and businesses alike, especially on sections of 101 and 118 that have not recently been improved. All of the Proposition 1B funds are now spent and meanwhile other state funds for road improvements have dwindled. With current state and federal funding it will be many years before there can be any new freeway traffic flow improvement projects started in Ventura County.

This Plan will implement critically-needed freeway projects to improve the 101 and 118 freeways. By making local tax funds available, state and federal funds available for freeways can be leveraged more quickly. The funding plan for these improvements includes the cost of related environmental mitigation measures such as new soundwalls and water runoff pollution control features.

The Plan and tax measure make available \$660 million for the freeway program. The overall transportation program is also funded using 100% of expected State Transportation Improvement Program revenue (\$249 million) and 100% of federal Surface Transportation Program funds (\$332 million), for a total of \$1,241,000,000.



FREEWAY PROGRAM

Route 101 from Ventura/Los Angeles County Line to Route 33 in Ventura

Route 101 is the "Main Street" of Ventura County and most of this freeway has not been improved since the 1980's. Congestion has become much worse in the past 10 years, causing several major bottlenecks, including those near the Moorpark Road, Rice Avenue, and Johnson Drive interchanges, as well as the entire stretch through Camarillo.

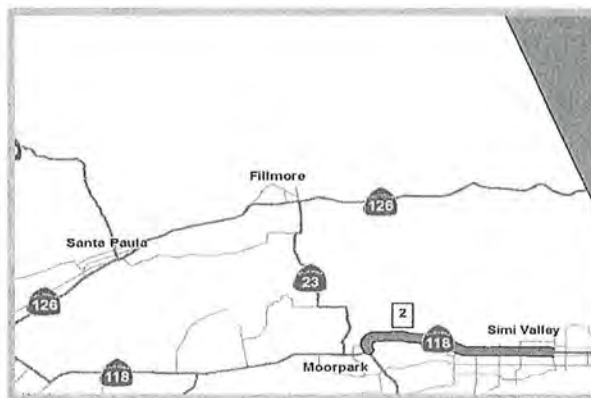
The freeway carries an average of 140,000 vehicles per day, and traffic congestion is expected to increase by 50% by 2035. The planned improvements will improve traffic flow, increase safety, and expedite VCTC Intercity Bus service over 28 miles through Thousand Oaks, Camarillo, Oxnard, and Ventura, by adding carpool lanes in the center median and merging lanes between interchanges. Additionally, local interchanges will be rebuilt to accommodate mobility and safety improvements. VCTC will take the lead in the project, with Caltrans providing oversight in its role as the freeway owner/operator. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.



Route 118 from Route 23 in Moorpark to Tapo Canyon Road in Simi Valley

Thanks to Proposition 1B, Route 118 has been widened from Tapo Canyon Road in Simi Valley to the Ventura/Los Angeles county line at Santa Susanna Pass Road. However, choke-points have now formed at Tapo Canyon, and also at the western end of the 118 Freeway where it joins the wider 23 Freeway.

The Plan includes widening over 9 miles of freeway between Tapo Canyon and Route 23, to eliminate the traffic bottlenecks and increase safety. Besides adding lanes, the widening plan includes soundwalls, a concrete median safety barrier, and interchange and bridge improvements. Caltrans will take the lead in implementing the project with VCTC administering the funds. When completed, the project will result in Routes 23 and 118 forming a continuous freeway of 3 lanes in each direction from the 101 in Thousand Oaks to Collins Drive in Moorpark, and 4 lanes in each direction from Collins Drive in Moorpark to Santa Susana Pass Road near Simi Valley. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.



REGIONAL ROADS/ MILITARY ACCESS/ FREIGHT MOVEMENT

ESTIMATED
INVESTMENT:
\$227.7 MILLION

Freight movement plays a vital role in maintaining Ventura County's economy. It's particularly important to keep freight flowing quickly and safely to and from the Port of Hueneme as well as to allow people and goods to access Naval Base Ventura County without degrading local traffic. The County's regional roads and state highways play a significant role in connecting together the cities within the County, and linking Routes 101 and 126.

The proposed road improvements will reduce the chance of auto, truck and bicycle accidents in rural areas. These projects will also make it easier for residents to access freeways, for emergency vehicles to respond quickly to serious incidents, and for goods, including agricultural products, to move freely throughout Ventura County. The final scope and project limits of all improvements will be determined through noticed public hearings, environmental clearance process, and agreement with affected agencies.

Congress recently authorized a new federal program to annually make available \$1.9 billion nationwide for freight projects. Given that VCTC has already developed a comprehensive transportation plan that addresses freight movement needs, Ventura County is well-positioned to benefit from this federal program, but only if there are local funds to leverage the newly-available federal funds. This Plan will provide those necessary funds.

The Plan will provide nearly \$228 million for the regional road program. Under the Plan this funding would be used to leverage an additional \$63 million over 30 years from the newly-established federal freight program. The projects will be implemented by local jurisdictions such as the County of Ventura and the cities.

The Plan includes the following projects:

- Improve safety and traffic flow on Rice Avenue at Fifth Street in Oxnard, by eliminating the train crossing which has been the site of several recent accidents.

The project will build a bridge for Rice Avenue to pass over the tracks and also over Fifth Street. Traffic ramps will be built to connect Rice and Fifth.

- Enhance traffic flow, safety, and pavement strength on the main access route serving the Port of Hueneme, by implementing the following: (1) widening Hueneme Road from 2 to 4 lanes from Edison Drive to Rice Avenue; and (2) Install safety improvements and strengthen pavement on Rice Avenue from Route 101 to Hueneme Road.
- Better connect 101 and 126 through the following projects: (1) widen from 2 to 4 lanes Rose Avenue from Central in Oxnard to Route 118 in Saticoy, Rice Avenue from Auto Center Drive in Oxnard to 118 in Saticoy, and Central Avenue between Santa Clara Avenue and Del Norte Road in Oxnard; and (2) improve the Rose/118 and Rice/118 intersections in Saticoy.
- Construct other projects selected by VCTC on a competitive basis. Projects will be selected based on congestion relief, safety improvement, cost effectiveness, project readiness, and similar criteria to be determined. State highways including but not limited to, State Route 1, 23, 33, 34, 118, 126, 150, and 232 will be eligible for these funds.
- Implement qualifying projects in the local jurisdictions' General Plan Circulation Elements.



BUS TRANSIT ENHANCEMENT & FARE SUPPORT PROGRAM

**ESTIMATED INVESTMENT:
\$191.4 MILLION**

Improving bus transit is a key component in Ventura County's transportation system. The bus system enables mobility for those who don't drive and offers a choice to those who do. Underscoring the need for improved bus service is the projection from the U.S. Census Bureau that the 65 and older population will double by 2030. The bus transit elements of this Plan benefits people who live in Ventura County by keeping fares affordable for seniors, youth/students, veterans, and people with disabilities, and maintaining and expanding bus, and demand responsive services. This program provides transit operators with a flexible, consistent funding source for maintaining, restoring, and improving transit services in Ventura County.

Countywide Affordable Fares Program: \$38,280,000

The plan provides funding for regional fare programs that keep fares affordable for seniors, youth/students, veterans, and people with disabilities. VCTC will work collaboratively with all Ventura County transit operators, providing direct funding to keep fares affordable and utilizing proven technologies and fare mediums to ensure an effective and sustainable program.

County Transit Improvement Program: \$153,120,000

This program provides funds for local solutions to the growing transportation needs through a flexible need-based process that will expand public transit services (including services to seniors and persons with disabilities) through increased frequencies, neighborhood feeder services, peak hour commute and express service, bus-rapid transit, expanded bike/bus programs, vehicles purchases, capital improvements and improved connectivity through enhanced intercity and intercounty service.



COMMUTER RAIL ENHANCEMENTS

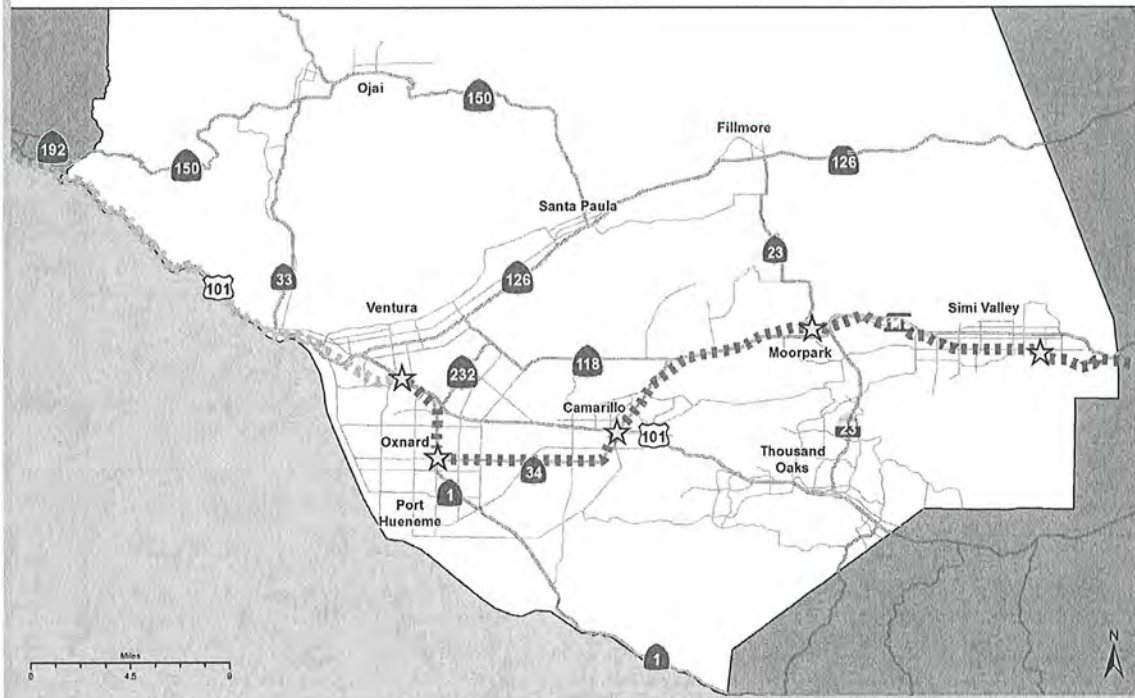
ESTIMATED
INVESTMENT:
\$191.4 MILLION

These funds will maintain and increase safe and reliable commuter/passenger rail service for Ventura County residents. This program provides a stable and continuous source of funding for Metrolink commuter rail service. Metrolink commuter rail service is critical to all residents of Ventura County to relieve congestion and provide a commute alternative. Moreover, Metrolink service plays a key role in our environment, by reducing vehicle emissions to keep our air clean. This plan provides the funds to continue commuter/passenger rail operations in Ventura County and make the needed safety and capital improvements on all commuter/passenger rail lines and support operating costs. Eligible expenditures are capital and operating costs.



Legend

- ★ Metrolink Stations
- Metrolink Tracks
- Coast Mainline



INVESTMENT IN BICYCLE & PEDESTRIAN IMPROVEMENTS

ESTIMATED
INVESTMENT:
\$99 MILLION

A comprehensive transportation system must ensure that all modes of transportation are integrated into it and supported. This Plan includes assistance for jurisdictions specifically for bicycle and pedestrian projects. A total of 3% of all Plan funds, approximately \$99,000,000, will be dedicated for bicycle and pedestrian projects.

Funding would occur through a competitive grant program designed to improve both the bicycling and pedestrian infrastructure throughout Ventura County. Funds could be used for planning, project development, construction, maintenance and/or to match federal and/or state grant funds including but not limited to Safe Routes to School Programs, Active Transportation Program (ATP) and Congestion Mitigation and Air Quality (CMAQ). Along with the cities and the County of Ventura, school districts, colleges, and universities would be eligible to compete for these funds.

These funds are meant to augment any existing funds and not as a replacement for funds that an entity has historically used for this activity. Each grant recipient would be subject to requirements for the timely use of funds and an annual reporting of expenditures for review by the Taxpayer Oversight Committee.



TRANSPORTATION INVESTMENT IN THE NATURAL ENVIRONNEMENT

**ESTIMATED INVESTMENT:
\$198 MILLION**

A transportation system that ensures mobility throughout Ventura County adds substantially to the quality of life but development of that transportation system cannot ignore the impacts that it may have on the environment. While individual projects in this Plan would include project specific mitigations, this program includes a total of 6% of all Plan funds, approximately \$198,000,000, for transportation investments that enable the preservation and/or improvement of Ventura County's natural environment.

A regional advanced mitigation program will enhance funding for individual project mitigations by enabling comprehensive, rather than piecemeal mitigation of the environmental impacts of major regional transportation improvements funded by the Plan. Funds will be available to provide high-value, landscape-scale benefits such as habitat protection, wildlife corridors, and watershed protection in exchange for streamlined programmatic permits and approvals from regulatory agencies such as:

- California Department of Fish and Wildlife
- U.S. Fish and Wildlife Service
- State and Regional Water Quality Control Boards
- U.S. Army Corps of Engineers
- U.S. Environmental Protection Agency

Funding would occur through a competitive grant program, based upon an open, science-based process, involving interested, knowledgeable stakeholders, to ensure maximum benefit and protection to impacted areas and sensitive, threatened and endangered habitat and species. Funds could be used for planning, project development, land acquisition, construction, maintenance, and/or to match other grant funds.



Priority will be given to projects that have strong community and stakeholder support, demonstrated readiness, and the ability to attract matching funds, grants, and in-kind contributions from local state, federal and non-profit entities. Projects must provide a direct nexus to transportation and may include but are not limited to:

- Reduction or elimination of runoff from highways, streets and roads including drainage improvements; bioswales and biofiltration channels; maintenance of catch basins, filters and screens; or other water quality improvements.
- Protection and/or restoration of habitat and watersheds including wetlands, rivers, streams, riparian corridors, and removal or modification of fish passage barriers that are or have been impacted by transportation infrastructure.
- Infrastructure or programs designed to enhance and protect opportunities for human interaction in natural areas such as hiking trails, raised trails, biking trails, trail bridges, signage, or other improvements.

Along with the cities and the County of Ventura, special districts, Caltrans, California Department of Fish and Wildlife, U.S. Fish and Wildlife and U.S. Army Corps of Engineers would be eligible to compete for these funds. Each grant recipient would be subject to requirements for the timely use of funds and an annual reporting of expenditures for review by the Taxpayer Oversight Committee.

Plan funds must augment, not replace, existing transportation related environmental quality, environmental mitigation, water quality and watershed expenditures.

ADMINISTRATION, ACCOUNTABILITY & OVERSIGHT

ESTIMATED
INVESTMENT:
\$33 MILLION

Implementation of the Transportation Investment/Expenditure Plan and all spending is subject to the following specific safeguards and requirements to ensure that sales tax funds collected for the Plan may be spent only for the purposes identified in the Plan. Under no circumstances may the proceeds be applied to any purpose other than transportation and transportation-related improvements, projects, and programs benefitting Ventura County, including administration of the Plan, the costs of which will be limited to one percent of funding over the 30-year life of the Plan. Under no circumstances may these funds be diverted or appropriated by the State of California or any other governmental agency. The State and other public agencies may qualify for grant funding identified elsewhere in the Plan.

Administration

Plan and Sales Tax Duration

The duration of the Plan will be thirty years beginning April 2017 and terminating March 2047. The Plan and the sales tax revenue cannot be extended unless they are re-submitted to the voters under the laws and regulations in effect at that time.

Governing Body

The governing body for the Plan will be the Ventura County Transportation Commission (Commission), acting as the Local Transportation Authority under the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. The Commission consists of seventeen voting members as follows:

- All five members of the Ventura County Board of Supervisors
- A mayor or councilmember from each of the ten cities in Ventura County
- Two citizen representatives

No Diversion of Funds

Funds can be spent only on projects and programs that serve Ventura County outlined in the Plan. Under no circumstances may these funds be appropriated by the State of California or any other entity not identified in the Plan. The state and other public agencies may qualify for grant funding identified elsewhere in the Plan.

Open Decision Making Process

All decisions must be made through a fully noticed public process. The Commission will hold noticed public meetings subject to the Brown Act open meeting law; prepare annual budgets, strategic plans and annual spending reports with full public review and participation.

Strict Limit on Administrative Costs

Cost for staff salaries and benefits to administer the Plan will be strictly limited to no more than one percent of the revenues or \$33 million over thirty years. Costs of administration include reasonable consultant costs; reasonable attorneys' fees, including costs of defense of the Plan or the sales tax measure; and the costs of the election seeking voter approval of the sales tax.

Annual Spending Limit

A limit on the amount that the Commission may spend annually will be established pursuant to Section 4 of Article XIII B of the California Constitution.

Maintenance of Effort

Pursuant to California Public Utilities Code Section 180000 (e), it is the intent of this Plan that funds generated by the sales tax be used to supplement, not replace, existing local revenues used for transportation purposes.

ADMINISTRATION, ACCOUNTABILITY & OVERSIGHT CONT.

Comprehensive Review of Progress and Performance

At least every ten years, a comprehensive review of all programs and projects implemented under the Plan will be undertaken to evaluate the status and performance of the overall program. The review shall include consideration of changes to local, state and federal transportation plans and policies; changes in land use, travel and growth projections; changes in environmental standards and policies; changes in project cost estimates and revenue projections; project constraints; level of public support for the Plan; and the progress of the Commission and local jurisdictions in implementing the Plan. The Commission may amend the Plan based upon its comprehensive review, subject to the following amendment process.

Amendments Require 2/3rd Support of the Commission

The Plan may be amended to provide for the use of additional federal, state or local revenues, to account for unexpected revenues, to take into consideration unforeseen circumstances or respond to a comprehensive review. An amendment must be adopted by a two-thirds vote of the Commission acting as both the Commission and the Local Transportation Authority. The public and all jurisdictions in the County will be given a minimum of 45 days to comment on any proposed amendment.

Matching Funds

Leveraging matching funds from federal, state and local sources is strongly encouraged and incentivized by the Plan. Any sales tax funds made available through replacement by matching funds will be allocated to another project or program of the same type as outlined in the Plan and shall not be diverted to any other use.

Project and Program Financing

"Pay as you go" is the preferred method of financing transportation improvements and operations under the Plan. However, the Commission may and is authorized to use bond financing as an alternative method if the scope and timing of planned expenditures makes "pay as you go" infeasible. If used, bonds will be repaid with the proceeds of the sales tax. Costs associated with bonding, including interest payments, will be borne only by the capital projects or programs in the Plan that utilize bond proceeds. All costs and risks associated with bonding will be presented in the Commission's strategic plan and subject to public comment before any bond sale is approved.

AUDITS & ANNUAL SPENDING REVIEW

All funds will be subject to an annual audit, and all expenditures will be reviewed annually by a Taxpayer Oversight Committee.

Taxpayer Oversight Committee

The Taxpayer Oversight Committee will have the responsibility to review and oversee all expenditures of sales tax funds under the Plan. The Committee reports directly to the public and has the following responsibilities:

- Hold public hearings and issue reports on at least an annual basis to inform Ventura County residents about how sales tax funds are being spent. Meetings and hearings of the full Committee will be open to the public and subject to the Brown Act open meeting law.
- The Committee will have full access to the Commission's independent auditor and will have the authority to request and review specific information regarding the use of sales tax funds and to comment on the auditor's reports.
- The Committee will have access to all sales tax audit reports prepared for local jurisdictions who receive sales tax allocations under the Plan.
- The Taxpayer Oversight Committee will prepare an annual report on spending and progress in implementing the Plan, and will make an annual finding, published and given broad distribution throughout Ventura County, as to whether the Commission is proceeding in accordance with the Plan.
- Taxpayer Oversight Committee members will be private citizens who are not elected or appointed officials at any level of government, nor public employees from agencies that either oversee or benefit from the proceeds of the sales tax. Membership is limited to individuals who live in Ventura County. Members will be required to submit an annual statement of financial disclosure, and membership is restricted to those with no economic interest in any of the Plan's projects or programs.

- Each city and the County of Ventura shall solicit and appoint a member of the public from its jurisdictional boundaries to the Committee. Appointees should have expertise in one of the following areas: accounting, active transportation, construction, environmental sciences, engineering, finance, mobility, public transit, or project management. Terms of service will be four (4) years with no appointee serving more than two terms.

Commitments from Fund Recipients

- All local jurisdictions receiving funds under the Plan for transit, roads, highways, bicycle and pedestrian improvements, goods movement, and environmental enhancements must expend funds expeditiously and report annually on completed or committed expenditures and any future planned expenditures. The reports will be made available to the public.
- All recipients of funds allocated under the Plan will be required to sign a Master Funding Agreement which details their role and responsibilities in spending the funds. Funding agreements will include performance and accountability measures, and recipients will be required to have an annual audit conducted by an independent CPA to ensure that funds are managed and spent in accordance with the requirements of the Plan and Master Funding Agreement.

Annual Budget and Strategic Plan

Each year the Commission will adopt an annual budget that projects expected sales tax receipts, other anticipated revenues and planned expenditures for administration, programs and projects under the Plan. The Commission will also prepare a strategic plan that will identify the priority for projects, and dates for project and/or program implementation based upon readiness, the ability to attract matching funds and other relevant criteria. Both the budget and the strategic plan will be adopted at a fully noticed public meeting of the Commission.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: June 14, 2016

TO: City Council

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

FROM: Ingrid Hardy, Cultural & Comm Services Director

SUBJECT: Partnership Agreement and Memorandum of Understanding (MOU) of the Hueneme Elementary School District (HESD) and the City of Oxnard to Operate a State of California After School Education and Safety (ASES) Program in FY 2016-17 and FY 2017-18

CONTACT: Terrel Harrison, Cultural & Community Services
Terrel.Harrison@oxnard.org, 385-7994

RECOMMENDATION:

That City Council:

1. Approve and authorize the Mayor to execute the Partnership Agreement (A-7876) and a Memorandum of Understanding (A-7879) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$1,684,584, to provide services under the California After School Education and Safety (ASES) at ten (10) HESD schools during FY 16-17 and FY 17-18.

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. In 2008, a partnership started between the City of Oxnard and the Hueneme School District. In keeping with City Corps' mission of building a network of worksites citywide to host city youth interested in, or in need of vocational exploration, program staff assigned five (5) leader-trainees at the school site. Today, all ten (10) HESD ASES schools are City employment training services to youth in the Oxnard community.

ASES Program/Hueneme School District

June 14, 2016

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City Corps and HESD ASES have developed a full partnership by focusing on the strength of each organization – classroom learning by the District, and enrichment learning by the City through City Corps and Recreation. The most notable outcome of this deep schools-city partnership is the effective access by ASES youth of the many activities that introduce them to the world of work and service. Younger students are introduced to service and its connection to work and the discernment of work likes and dislikes.

1. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.
2. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation; community service-learning and other youth development activities based on student needs and interest.

On a daily basis, the program serves over 1,040 students throughout 10 school sites. After eating a nutritious snack, the students participate in Homework Assistance, Math, Arts, Reading and Recreational Sports Programming.

The program has received outstanding reviews by the Ventura County Office of Education (VCOE). This collaboration is often cited as operating one of the best ASES programs in the region. This agreement and MOU being submitted for your consideration was approved by the HESD Board of Trustees prior to City Attorney review and consultation.

FINANCIAL IMPACT

If approved, the recommended budget for FY 16-17 and FY17-18 will include \$842,292 per fiscal year in ASES funding (272-5511).

The school district requests that the City assist with the grant funding portion by providing \$54,000 of in-kind services per fiscal year. This requested match is met through general fund (101-5511) by providing office space for the ASES program, phone, copier, administrative and management staff time, staff support for the end of year "June Jamboree" and student participation in other various established City Corps/Recreation programs, such as the Kiwanis Track Meet, Community Roots Garden, beach clean-ups, the Oxnard Holiday Parade and other like programs.

ASES Program/Hueneme School District
June 14, 2016
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ATTACHMENTS:

Attachment A - Contract with the Hueneme School District No. A-7876

Attachment B - MOU with the Hueneme School District No. A-7879

CONTRACT

ASES Program Cohort 5 (Universals) Hueneme Elementary School District After School Education and Safety

THIS CONTRACT is made and entered into on May 10, 2016 is a two year contract from July 1, 2016 through June 30, 2018, between the **HUENEME ELEMENTARY SCHOOL DISTRICT**, a public school district duly operating under the laws of the state of California, and The City of Oxnard and the Recreation and Community Services-City Corps, a service provider (hereinafter referred to as "PROVIDER") for the purpose of providing specific services pursuant to the ASES Program Grant to eligible HUENEME ELEMENTARY SCHOOL DISTRICT schools and students.

WHEREAS, the HUENEME ELEMENTARY SCHOOL DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the HUENEME ELEMENTARY SCHOOL DISTRICT is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the HUENEME SCHOOL DISTRICT, and such services are needed on a limited basis;

WHEREAS, the ASES Program Grant and its Memorandum of Understanding outlines the requirements for supplemental services;

WHEREAS, ASES Program contains the following requirements:

- a. Requires the HUENEME ELEMENTARY SCHOOL DISTRICT to develop, in collaboration and in consultation with partners, supplemental services for identified students, in academic, enrichment, and recreational areas;
- b. Contains a description of collaboration and partnerships, and their respective responsibilities to provide services;
- c. Contains a provision for the termination of the agreement if the provider or HUENEME ELEMENTARY SCHOOL DISTRICT wishes to terminate;
- d. Contains provisions with respect to making payment to the provider by the HUENEME ELEMENTARY SCHOOL DISTRICT;
- e. Contains provisions outlining staffing, effectiveness evaluation, and sustainability, as well as other program aspects;

WHEREAS, PROVIDER is a legally constituted organization and incorporated under the laws of California, and

WHEREAS, PROVIDER is willing to provide services to HUENEME ELEMENTARY SCHOOL DISTRICT, it's ASES Program schools, and its students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

ASES Program Agreements

Services will be offered and delivered as stated in the ASES Program Grant and in the Memorandum of Understanding between the HUENEME ELEMENTARY SCHOOL DISTRICT AND THE CITY OF OXNARD

Parents/guardians shall not be charged for any services rendered under the ASES Program unless such services and charges are clearly identified in writing and agreed upon in advance by the HUENEME ELEMENTARY SCHOOL DISTRICT, the involved school administer, and the parents/guardians. In no event shall the agreed upon charges obligate the HUENEME ELEMENTARY SCHOOL DISTRICT financially, nor shall the HUENEME ELEMENTARY SCHOOL DISTRICT incur any obligation or expense in excess of the state/federal reimbursement amount.

Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by HUENEME ELEMENTARY SCHOOL DISTRICT.

Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to HUENEME ELEMENTARY SCHOOL DISTRICT and/or the parents/guardians of HUENEME ELEMENTARY SCHOOL DISTRICT's student. PROVIDER shall not provide access or forward to any other person other than parents/guardians or HUENEME ELEMENTARY SCHOOL DISTRICT any student record without the written consent of the parent/guardian or HUENEME ELEMENTARY SCHOOL DISTRICT.

Access by HUENEME ELEMENTARY SCHOOL DISTRICT

PROVIDER shall provide services at the location(s) agreed upon in the Memorandum of Understanding. HUENEME ELEMENTARY SCHOOL DISTRICT representatives shall

have access to observe each student at work, observe the instructional/enrichment/recreational setting and activities, interview PROVIDER, and review each student's progress.

Fingerprints

In accordance with Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors prior any student contact and, upon receipt of those checks, certify to the HUENEME ELEMENTARY SCHOOL DISTRICT that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. (See attached form.) PROVIDER shall supply HUENEME ELEMENTARY SCHOOL DISTRICT with a list of names of those employees and/or subcontractors who are cleared to work with students of the HUENEME ELEMENTARY SCHOOL DISTRICT. A fingerprint certification will be submitted with monthly invoices and attendance registers.

Transportation

HUENEME ELEMENTARY SCHOOL DISTRICT is not responsible for any transportation costs or for making any transportation arrangements not provided for or agreed to in the Memorandum of Understanding. PROVIDER will not transport any students in private vehicles without complying with HUENEME ELEMENTARY SCHOOL DISTRICT Governing Board policy 6153 and have permission of parent/guardian.

Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

Conflict of Interest:

This Agreement is subject to Board Policy 9270 governing conflicts of interest. PROVIDER agrees to furnish to HUENEME ELEMENTARY SCHOOL DISTRICT (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update of said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with HUENEME ELEMENTARY SCHOOL DISTRICT, including its schools.

Accident/Incident Report

PROVIDER agrees to submit a written accident report to HUENEME ELEMENTARY SCHOOL DISTRICT within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

Discrimination

PROVIDER shall not discriminate on the basis of gender, sex, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics in employment or operation of its programs.

Child Abuse Reporting

PROVIDER assures HUENEME ELEMENTARY SCHOOL DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an incident report to HUENEME ELEMENTARY SCHOOL DISTRICT when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

Supplies, Equipment and Facilities

PROVIDER shall be responsible for appropriate supplies, equipment, and facilities as outlined in the Memorandum of Understanding. If PROVIDER desires to use District facilities for activities other than outlined in the Memorandum of Understanding it must make a separate application for use of facilities through the District's Use of Facilities procedures.

Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by HUENEME ELEMENTARY SCHOOL DISTRICT. Fiscal records shall be maintained by PROVIDER for seven (7) years and shall be available for audit.

Indemnification

PROVIDER shall defend, hold harmless, and indemnify HUENEME ELEMENTARY SCHOOL DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

HUENEME ELEMENTARY SCHOOL DISTRICT shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of HUENEME ELEMENTARY SCHOOL DISTRICT, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement. The District shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

Insurance

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of Molestation/Abuse coverage – the coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Not later than the effective date of this agreement, PROVIDER shall provide HUENEME ELEMENTARY SCHOOL DISTRICT with satisfactory evidence of insurance, naming HUENEME ELEMENTARY SCHOOL DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to HUENEME ELEMENTARY SCHOOL DISTRICT before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California, if applicable. HUENEME ELEMENTARY SCHOOL DISTRICT reserves the right to revise the requirements of this provision at any time. If HUENEME ELEMENTARY SCHOOL DISTRICT determines that additional insurance coverage is necessary, HUENEME ELEMENTARY SCHOOL DISTRICT will reopen negotiations with PROVIDER to modify the terms of this

agreement.

Monthly Invoices

PROVIDER shall submit to HUENEME ELEMENTARY SCHOOL DISTRICT monthly invoices. Such invoices shall be submitted within thirty (30) days of the rendering of services. HUENEME ELEMENTARY SCHOOL DISTRICT shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in the paragraph entitled "Right to Withhold" listed below.

Right to Withhold

HUENEME ELEMENTARY SCHOOL DISTRICT may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the HUENEME ELEMENTARY SCHOOL DISTRICT:

- a. PROVIDER's performance, in whole or in part, either has not been carried out as defined by the ASES Program Grant.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If HUENEME ELEMENTARY SCHOOL DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and HUENEME ELEMENTARY SCHOOL DISTRICT. No change in this Contract or Memorandum of Understanding shall result in a HUENEME ELEMENTARY SCHOOL DISTRICT financial obligation to PROVIDER in excess of the ASES Program and Memorandum of Understanding reimbursement rate to the HUENEME ELEMENTARY SCHOOL DISTRICT.

Disputes

Disputes between HUENEME ELEMENTARY SCHOOL DISTRICT and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Superintendent of HUENEME ELEMENTARY SCHOOL DISTRICT. The determination of the Superintendent shall be made in writing and shall be binding on both parties.

Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the HUENEME ELEMENTARY SCHOOL DISTRICT. Such approval shall be attached and made part of this Contract.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

Termination

- a. The partners are committed to the long-term operations and sustained functioning of the ASES Program.
- b. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms.
- c. Either party can initiate the release of this agreement with a thirty (30) day notice. Upon termination without default of PROVIDER, HUENEME ELEMENTARY SCHOOL DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination.
- d. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to HUENEME SCHOOL DISTRICT all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.

Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of the ASES Program grant, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

No Child Left Behind (NCLB) Compliance

The PROVIDER agrees to comply with the requirements of the NCLB regulations, especially and including, that each employee who will have student contact, be NCLB compliant as required by the Hueneme Elementary School District for its employees. **Entire Agreement**

This Agreement constitutes the entire agreement between HUENEME ELEMENTARY SCHOOL DISTRICT and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Ventura County, California.

Severability Clause

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect, to the extent that the intent of the parties can be fulfilled

Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the HUENEME ELEMENTARY SCHOOL DISTRICT:

Jerry Dannenberg, Ed.D, Superintendent	HUENEME ELEMENTARY SCHOOL DISTRICT 205 North Ventura Road Port Hueneme, CA 93041
--	--

For PROVIDER: City of Oxnard Recreation and Community Services-City Corps

Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this 9-page agreement by and through their duly authorized agents or representatives. This contract is effective July 1, 2016, and terminates on June 30, 2018, unless sooner terminated as provided herein. Funding for the ASES Program and this entire contract is contingent upon the district receiving state funding each fiscal year.

LEA: HUENEME ELEMENTARY SCHOOL DISTRICT

BY: _____
Jerry Dannenberg, Ed. D.
Superintendent

Fed ID # 95-6001639
Dist. Code # 5672562

CITY OF OXNARD

HUNEME ELEMENTARY SCHOOL DISTRICT

Tim Flynn, Mayor

Jerry Dannenberg, Ed. D.,
Superintendent

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Terrel Harrison, Division Manager

Gregory Barnes, Project Manager

Ingrid A. Hardy, Cultural & Community
Service Director

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Memorandum of Understanding between the Hueneme Elementary School District (HESD), fiscal agency of the After School Education and Safety (ASES) Program and the City of Oxnard

The scope of this document is to define the roles and responsibilities of a partnership between the City of Oxnard, City Recreation and Community Services-City Corps (OCC) to provide staff to supervise and support students who participate in the Hueneme Elementary School District (HESD) ASES Program. The ASES Program is an extended learning day offered each day that school is in session from regular day dismissal to 6:00 p.m.

This serves as a Memorandum of Understanding and Responsibility Agreement that HESD and OCC will work together toward meeting the ASES Program Plan goals for the 2016-17 and the 2017-18 school years at the following schools: Richard Bard, Charles Blackstock, E.O. Green, Art Haycox, Julien Hathaway, Hueneme, Ansgar Larsen, Parkview, Sunkist and Fred Williams. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

OCC agrees to:

1. Provide a program leader to support all OCC staff and oversee implementation of items 2-12 below:
2. Provide an Activity Leader for each site who will meet regularly with the After School Program Site Coordinator and/or Principal to coordinate:
 - a. Oversight of implementation of the unified ASES Schedule each week by all City Corps. staff
 - b. Inform the Site Coordinator of supplies and materials needed each month
 - c. Establish contact with parents to ensure accurate attendance and signing out of students daily
 - d. Meet daily with the Youth Development Instructor staff to celebrate successes and address concerns based on the prior day program
 - e. Supervise and support the Youth Development Instructor staff and students by scheduling time to assist with homework support each day
 - f. Supervision of students daily at arrival, during and at dismissal of program
 - g. Ensure snacks, supplies and materials are organized and available daily
 - h. Work with the Site Coordinator to collect data for evaluation purposes
 - i. Ensure that the staff uses appropriate behavior management and discipline techniques at all times and assist the staff in solving discipline problems; All staff use CHAMPS approach for teaching students expectations for appropriate behavior for all scheduled activities and transitions
 - j. Plan activities using appropriate instructional strategies taught at professional learning days
3. Provide staff daily to serve required student to staff ratio of 20:1 for all sites
4. Ensure all employees attend monthly professional learning provided in the school year and use planning time to prepare lessons and activities and to implement instructional strategies taught at the trainings
5. Provide all staff with planning time daily prior to the start of the program as outlined in the ASES Staff Work Schedule for each school
6. All personnel must pass District Para-educator Test, receive CPR/First Aid training and provide copy of certificate, receive Mandated Reporting training, receive Sexual Harassment training and pass fingerprint clearance prior to being offered employment.
7. Ensure all employees are able to meet with the Site Coordinator at each school site for 4 hours of planning time prior to the first day of school and that they attend all Summer 2016 and Summer 2017 professional learning days
8. Provide a minimum of \$54,000 cash or in-kind to meet part of the 33% ASES matching grant requirement
9. Ensure all ASES staff attend and participate in collaborative planning and meetings
10. Ensure all employees maintain confidentiality of student records per the Contract with HESD
11. Maintain all materials provided for the ASES staff by having staff return items at the end of each day
12. Provide budgetary information to HESD as required

OCC will be provided with an annual total of \$842,292 paid in 10 monthly installments of \$84,229.20 through a subcontract with HESD in the 2016-17 and 2017-18 fiscal years and a maximum of \$1,684,584 for the duration of this two year contract.

HESD agrees to:

1. Manage the program budget, including collaborating with OCC to ensure the 2015-18 ASES Program Plan goals are being met and for proper payment for services
2. Provide monthly professional learning and coaching support to ASES staff
3. Provide supplies and materials for use in the ASES Program
4. Ensure attendance of all meetings required by the Ventura County Office of Education Regional Lead by suitable program staff
5. Visit sites to ensure grant compliance on programmatic levels
6. Coordinate with agencies to ensure proper implementation and modification, as needed
7. Work with collaborating agencies to address any parent, teacher, student, or other program participant concerns that may arise
8. Host collaborative meetings with Oxnard City Recreation and Community Services Manager annually to monitor overall program progress and achievement of goals

Additionally, HESD will provide one on-site After School Program Site Coordinator/Academic Liaison who will be responsible for the daily operation of the ASES Program as follows:

1. Coordinate with OCC Activity Leader to order supplies and materials for enrichment activities each month
2. Recruit and enroll eligible program participants from each site
3. Maintain after-school records regarding enrollment, waivers, emergency cards, permission slips, etc...
4. Work with teachers to communicate student needs
5. Arrange substitutes for academic classes, as needed
6. Serve as liaison between After School Program and regular day staff
7. Work with teachers, parents and students to ensure appropriate placement
8. Coordinate with ASES staff to provide arrival/intake and snack services
9. Monitor implementation of weekly schedule for program in coordination with the OCC Activity Leader and site administrator
10. Meet with Site/District administration on a monthly basis to ensure the meeting of program goals
11. Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the site by working with the ASES and regular day staff and the principal
12. Represent their program at monthly District-level After School Site Coordinator meetings

This agreement shall begin on July 1, 2016 and continue to be implemented until June 30, 2018. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms. Ongoing review of this agreement will be the responsibility of both parties. Either party can initiate release of this agreement with a 30-day notice. Funding for the ASES Program is contingent upon state funding.

Hueneme Elementary School District (Fiscal Agency)

Jerry Dannenberg, Ed.D., Superintendent

Date

City of Oxnard (Oxnard City Corps., Community Based Organization)

Tim Flynn, Mayor

Date

Approved as to Form

Stephen M. Fischer, Interim City Attorney

Date

Attest

Daniel Martinez, City Clerk

Date



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: June 14, 2016

TO: City Council

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

FROM: Ingrid Hardy, Cultural & Comm Services Director

SUBJECT: Agreement with the Oxnard School District to Receive Grant Funds from the State After School Education and Safety Grant to Operate the Oxnard Scholars After School Program in FY 2016-2017.

CONTACT: Terrel Harrison, Cultural & Community Services
Terrel.Harrison@oxnard.org, 385-7994

RECOMMENDATION:

That City Council: Approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-7883) for the City to receive an amount not to exceed \$2,000,000, to provide after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at OSD 20 schools during FY 2016-2017.

BACKGROUND

In November 2002, California voters passed Proposition 49, setting the stage for the largest statewide expansion of after school services in the nation. Prop 49 mandates \$550 million be made available each year kindergarten through the ninth grade with after school programs. In September of 2006, the governor signed into law Senate Bill 638, the After School Education and Safety (ASES) Grant Initiative.

The California Department of Education uses the ASES Program as a tool to help close the achievement gap. The ASES program design incorporates the following two elements, which integrate the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element: This element provides tutoring and/or homework

assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

2. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation; community service-learning and other youth development activities based on student needs and interest.

On a daily basis, the program serves over 2,200 students throughout 20 school sites. After eating a nutritious snack, the students participate in 4 or 5 rotations that include Homework Assistance, Math/Literacy, Recreation/Health and Nutrition Education, Art and Special Enrichment.

FINANCIAL IMPACT

If approved, the recommended FY 16-17 budget will include \$2,000,000 in ASES funding (272-5502).

The Oxnard School District request that the City provide the matching funds by providing \$130,000 of in-kind services per fiscal year. This match is met through general fund (101-5501) by providing office space for ASES program, phone, copier, administrative and management staff time. Student participation in various established recreation programs such as the Kiwanis track meet, youth sports programs, educational fieldtrips, and volunteer support also contribute to the in-kind match.

ATTACHMENTS:

Attachment A - Agreement No. A-7883

OXNARD SCHOOL DISTRICT**Agreement #16-01****AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services ("**Agreement**") is entered into as of this 4th day of May 2016 by and between the Oxnard School District ("**District**") and the City of Oxnard ("**Consultant**"). District and Consultant are sometimes hereinafter individually referred to as "**Party**" and hereinafter collectively referred to as the "**Parties**."

RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2 and Exhibit A-3, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2016-2017 (the "**Grant**").
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2016 to and including June 30, 2017 (the "**Term**"). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A-0, Exhibit A-1, and Exhibit A-3 shall be completed during the Term pursuant to the schedule specified Exhibit A-0 (the "**Primary Services**"). Consultant may also, at its election, agree to provide additional services, at District's request and only with District's prior written authorization (the "**Additional Services**"). Should Consultant renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this

Agreement, the Primary Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in Exhibit A-0, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in Exhibit A-0 when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend Exhibit A-0 as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) through reimbursement for ASES funded grant activities and/or Universal Grant monies as outlined in Exhibit A-0. If the amount of the Grant is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following: categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) calendar days of receipt of Consultant’s correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when within sixty (60) work days after submitted to District. If District does not reject work by a timely written explanation, Consultant’s work shall be deemed to have been accepted. District’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant’s work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "**Documents**") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance as set forth in paragraph 12 of this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of three (3) years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) work days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does not qualify as a "designated employee".

_____ (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of

that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials,

elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

_____ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

24. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Lisa A. Franz
 Phone: (805) 385-1501 x2414
 Fax: (805) 240-7582

To Consultant: City of Oxnard Recreation and Community Services
 305 W. 3rd St., First Floor West Wing
 Oxnard, California 93030
 Attention: Terrel Harrison
 Phone: (805) 385-7993
 Email: Terrel.Harrison@ci.oxnard.ca.us

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) work days after deposit of the same in the custody of the United States Postal Service.

25. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

26. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** attached hereto.

28. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

29. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

30. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Consultant and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

31. **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District

of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

32. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

OXNARD SCHOOL DISTRICT:**CITY OF OXNARD:**

 Lisa A. Franz, Director, Purchasing

 Tim Flynn, Mayor

 Date

 Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

ATTEST:

 Daniel Martinez, City Clerk

APPROVED AS TO FORM:**APPROVED AS TO INSURANCE:**

 Stephen M. Fischer, City Attorney

 Risk Manager

APPROVED AS TO CONTENT:

 Terrel Harrison, Interim Community Services
 Manager

APPROVED AS TO AMOUNT:

 Greg Nyhoff, City Manager

Not Project Related

☒ Project #16-01

EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

- I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network.

Not Project Related

☒ Project #16-01

Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for FPM at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
 - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Trainings will be coordinated by Consultant and District.

1. Professional Development-Math staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
2. Professional Development – Literacy staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
3. Professional Development – Arts/Special Enrichment staff
 - a. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between 2 and 4 hours a session.
 - b. Provide enrichment that meets the goals as stated in the District-After School Education and Safety Program Plan.
4. Professional Development – Physical Fitness/Recreation Staff
 - a. Participate in monthly trainings as offered by the Consultant.

Not Project Related

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- b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. Risk Management

1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
2. Provide a copy of insurance documents, which verify coverage for District.
3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

1. Report attendance and activities weekly by Wednesday of each week for the previous week.
2. Work with District to establish and maintain partnerships with community agencies.
3. Provide student learning and enrichment materials above and beyond materials already purchased by District.
4. Participate in collaboration activities with other participating organizations.
5. Vacate learning areas within each school in the same or better conditions as they were found.
6. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.
7. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
8. Include feedback from the after school administrator and site principal when evaluating employees.
9. Submit a use of facility permit to the Facilities Department at District.
10. Meet weekly with District administrator.
11. Provide documentation of matching funds.
12. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
13. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
14. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.

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II. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.
- I. Provide office space/station with access to phone, computer, printer and internet access.
- J. Provide Access to Zangle.
- K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
- L. Perform those actions set forth in Exhibit A-3.

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2015-2016, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Zangle Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

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- IV. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Zangle attendance report and Zangle Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

- V. Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☐ See attached list. **(To be provided prior to the 1st day of school)**

- VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☐ None.

☐ See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

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EXHIBIT A-1
General Provisions

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. Field Trips. Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. Parent/Guardian Visits: To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. Reportable Incidents: If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. Emergencies/ Disasters: Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant

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fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify _____ at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

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EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

Consultant agrees to operate Program sports in accordance with the following provisions.

1. General Requirements for Consultant's Program Coaches

a. Satisfaction of Program staff requirements. Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant's coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

2. General Requirements for Student Eligibility in Program Sports

a. Medical clearance. Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation ("CIF"), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Adherence to recommendations. Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Consultant acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

Not Project Related

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d. **Sign In and Sign Out Sheet.** Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. **Off-site Sports Activities.** Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

a. **Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. **Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

Not Project Related

☒ Project #16-01**c. Coaches – requirements if student may have sustained concussion**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA")

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive SCA training at least once a year.

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iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

Not Project Related

☒ Project #16-01**5. Heat Illness**

Consultant agrees to adhere to the following standards regarding heat illness.

a. Coaches – education about heat illness prevention. Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course “A Guide to Heat Acclimatization and Heat Illness Prevention” (or any updated course), which is available through the CIF website.

b. Preventative Measures. Consultant’s coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA)

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches - preventative measures. Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to,

Not Project Related

☒ Project #16-01

recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

a. Consultant development and implementation of policy. Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

e. Applicability. At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

Not Project Related

☒ Project #16-01**8. Event Emergency Guidelines**

a. Adoption of policy. Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial Review. If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen)

a. Obligation to Administer Epinephrine; Authorized Individuals

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Consultant Employees and Volunteers

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

2. Epinephrine Prescriptions

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an

anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, "emergency assistance" shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person's heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

Exhibit “A(2)(i)”

EXHIBIT A(2)(i)

■ PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____
 Name _____ Date of birth _____
 Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.
☐ Medicines ☐ Pollens ☐ Food

☐ Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: ☐ High blood pressure ☐ A heart murmur ☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
BONE AND JOINT QUESTIONS	Yes	No	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			FEMALES ONLY		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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HE0503

9-2681/0410

■ PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION			
Height	Weight	☐ Male ☐ Female	
BP	/	(/)	Pulse
Vision R 20/		L 20/	Corrected ☐ Y ☐ N
MEDICAL		NORMAL	ABNORMAL FINDINGS
Appearance			
• Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)			
Eyes/ears/nose/throat			
• Pupils equal			
• Hearing			
Lymph nodes			
Heart*			
• Murmurs (auscultation standing, supine, +/- Valsalva)			
• Location of point of maximal impulse (PMI)			
Pulses			
• Simultaneous femoral and radial pulses			
Lungs			
Abdomen			
Genitourinary (males only) ^b			
Skin			
• HSV, lesions suggestive of MRSA, tinea corporis			
Neurologic ^c			
MUSCULOSKELETAL			
Neck			
Back			
Shoulder/arm			
Elbow/forearm			
Wrist/hand/fingers			
Hip/thigh			
Knee			
Leg/ankle			
Foot/toes			
Functional			
• Duck-walk, single leg hop			

*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

^bConsider GU exam if in private setting. Having third party present is recommended.

^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- ☐ Cleared for all sports without restriction
- ☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____
- ☐ Not cleared
- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____ MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

Exhibit “A(2)(ii)”

(INSERT SCHOOL NAME HERE)
Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Headaches • “Pressure in head” • Nausea or vomiting • Neck pain • Balance problems or dizziness • Blurred, double, or fuzzy vision • Sensitivity to light or noise • Feeling sluggish or slowed down • Feeling foggy or groggy • Drowsiness • Change in sleep patterns | <ul style="list-style-type: none"> • Amnesia • “Don’t feel right” • Fatigue or low energy • Sadness • Nervousness or anxiety • Irritability • More emotional • Confusion • Concentration or memory problems (forgetting game plays) • Repeating the same question/comment |
|--|---|

Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete
Adapted from the CDC and the 3rd International Conference on Concussion in Sport

Document created 5/20/2010

(INSERT SCHOOL NAME HERE)**Concussion Information Sheet**

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child's coach if you think that your child may have a concussion. Remember it's better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Adapted from the CDC and the 3rd International Conference on Concussion in Sport
Document created 5/20/2010

Exhibit “A(2)(iii)”

(INSERT SCHOOL NAME HERE)**Información acerca de las concusiones cerebrales**

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Dolor de cabeza • “Presión en la cabeza” • Náusea o vómito • Dolor de cuello • Problemas de equilibrio o mareos • Visión borrosa o visión doble • Sensibilidad a la luz o ruido • Decaído • Adormecido • Mareado • Cambios en los hábitos de dormir | <ul style="list-style-type: none"> • Amnesia • “No se siente bien” • Fatiga o energía baja • Tristeza • Nervios o ansiedad • Irritabilidad • Más sensible • Confundido • Problemas con concentración o memoria (por ejemplo: olvidar las jugadas) • Repetir la misma pregunta o comentario |
|---|--|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- | |
|---|
| <ul style="list-style-type: none"> • Parece desorientado • Tiene una expresión facial vacía • Está confundido acerca de la tarea o actividad • Se olvida de las jugadas • Está confundido sobre el juego, los puntos o el oponente • Se mueve torpemente o muestra una falta de coordinación • Contesta las preguntas lentamente • Arrastra las palabras • Muestra cambios de comportamiento o personalidad • No puede recordar los eventos que sucedieron antes de la colisión • No puede recordar los eventos que sucedieron después de la colisión • Ataques o convulsiones • Cualquier cambio en el comportamiento típico o personalidad • Pérdida de la conciencia |
|---|

Adaptado del Centro de Control de Enfermedades y el documento de la 3ª conferencia internacional sobre las concusiones deportivas escrito el 5/20/2010

(INSERT SCHOOL NAME HERE)**Información acerca de las concusiones cerebrales****¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

Y

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:
<http://www.cdc.gov/ConcussionInYouthSports/>

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

Adaptado del Centro de Control de Enfermedades y el documento de la 3ª conferencia internacional sobre las concusiones deportivas escrito el 5/20/2010

Exhibit “A(2)(iv)”

ACUTE CONCUSSION EVALUATION (ACE)

CARE PLAN

Gerard Gioia, PhD¹ & Micky Collins, PhD²

¹Children's National Medical Center
²University of Pittsburgh Medical Center

Patient Name: _____
DOB: _____ Age: _____
Date: _____ ID/MR# _____
Date of Injury: _____

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

Rest is the key. You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

____ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
 - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
 - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to main appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
 - Increased problems paying attention or concentrating
 - Increased problems remembering or learning new information
 - Longer time needed to complete tasks or assignments
 - Greater irritability, less able to cope with stress
 - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

This form is part of the "Heads Up: Brain Injury in Your Practice" tool kit developed by the Centers for Disease Control and Prevention (CDC).

Returning to School (Continued)

Until you (or your child) have fully recovered, the following supports are recommended: *(check all that apply)*

- ☐ No return to school. Return on (date) _____
- ☐ Return to school with following supports. Review on (date) _____
- ☐ Shortened day. Recommend _____ hours per day until (date) _____
- ☐ Shortened classes (i.e., rest breaks during classes). Maximum class length: _____ minutes.
- ☐ Allow extra time to complete coursework/assignments and tests.
- ☐ Lessen homework load by ____%. Maximum length of nightly homework: _____ minutes.
- ☐ No significant classroom or standardized testing at this time.
- ☐ Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- ☐ Take rest breaks during the day as needed.
- ☐ Request meeting of 504 or School Management Team to discuss this plan and needed supports.

Returning to Sports

- You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
- Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
- It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

The following are recommended at the present time:

- ☐ Do not return to PE class at this time
- ☐ Return to PE class
- ☐ Do not return to sports practices/games at this time
- ☐ **Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
- Return to play should occur in gradual steps beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
 - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

Gradual Return to Play Plan

- No physical activity
- Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
- Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
- Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
- Full contact in controlled practice.
- Full contact in game play.

*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

This referral plan is based on today's evaluation:

- ☐ Return to this office. Date/Time _____
- ☐ Refer to: Neurosurgery _____ Neurology _____ Sports Medicine _____ Physiatrist _____ Psychiatrist _____ Other _____
- ☐ Refer for neuropsychological testing
- ☐ Other _____

ACE Care Plan Completed by: _____

Exhibit “A(2)(v)”

Keep Their Heart in the Game

A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

**FAINTING
is the
#1 SYMPTOM
OF A HEART CONDITION**

What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.
Gasping, gurgling, snorting, moaning or labored breathing noises.
Seizure-like activity.

Early Access to 9-1-1



Confirm unresponsiveness.
Call 9-1-1 and follow emergency dispatcher's instructions.
Call any on-site Emergency Responders.

Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

Cardiac Chain of Survival Courtesy of Parent Heart Watch

Keep Their Heart in the Game

Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

Potential Indicators That SCA May Occur

- ☐ Fainting or seizure, especially during or right after exercise
- ☐ Fainting repeatedly or with excitement or startle
- ☐ Excessive shortness of breath during exercise
- ☐ Racing or fluttering heart palpitations or irregular heartbeat
- ☐ Repeated dizziness or lightheadedness
- ☐ Chest pain or discomfort with exercise
- ☐ Excessive, unexpected fatigue during or after exercise

Factors That Increase the Risk of SCA

- ☐ Family history of known heart abnormalities or sudden death before age 50
- ☐ Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- ☐ Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- ☐ Known structural heart abnormality, repaired or unrepaired
- ☐ Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation
<http://www.epsavealife.org>

CardiacWise (20-minute training video)
<http://www.sportsafetyinternational.org>



Exhibit “A(2)(vi)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Coaches, Athletic Directors and Administrators*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

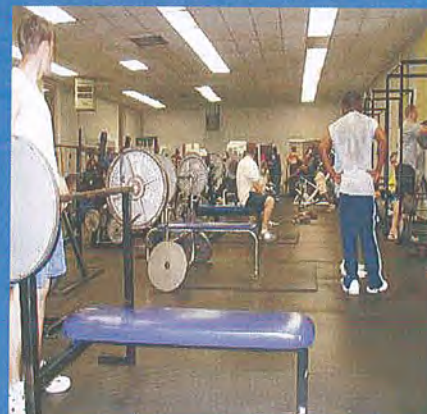


**If you have any of these signs
or symptoms, seek medical
attention immediately.**

Preventing MRSA

Precautions that coaches should take for preventing the spread of MRSA

- Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.
- Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.
- Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.
- Equipment **MUST** be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.
- Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.
- Wrestling mats **MUST** be cleaned **DAILY** before and after use. This would include use by physical education classes.
- Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.



For more information go to www.cifstate.org and click on the "Health and Safety" box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

What to do about MRSA in School Athletic Programs



Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a "standard of care" and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
General			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
<i>Notes:</i>			
Wrestling Room and Mats			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
<i>Notes:</i>			
Weight Room			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel ($\geq 60\%$ alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
<i>Notes:</i>			

Locker Rooms/Shower Rooms			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
Notes:			

Exhibit “A(2)(vii)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Student-Athletes, Coaches and Parents*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.



- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

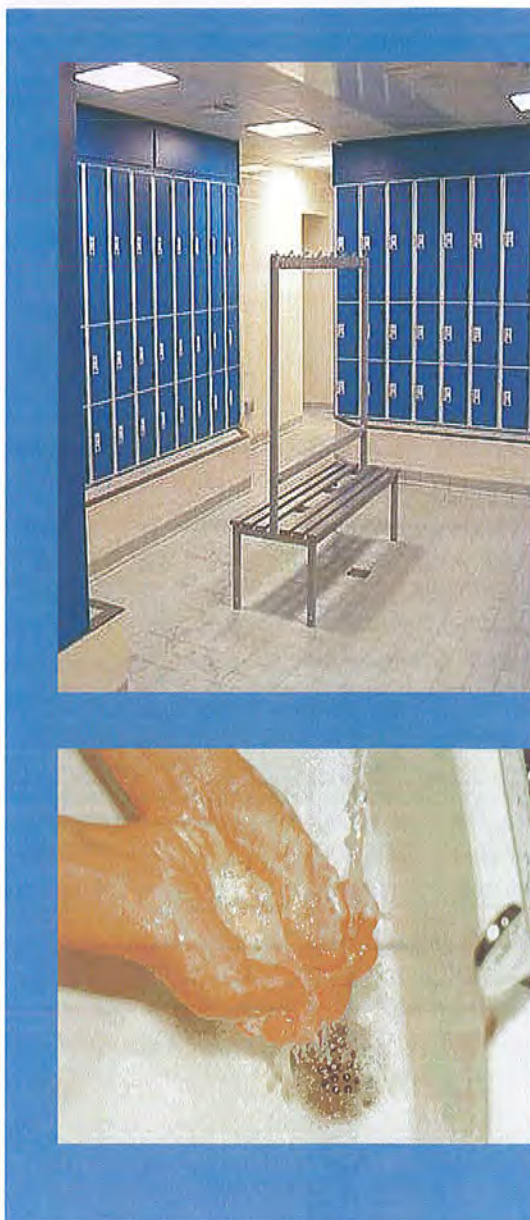
**If you have any of these
signs or symptoms, seek
medical attention
immediately.**



Preventing MRSA

Here are some precautions for preventing the spread of MRSA

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



For more information go to www.cifstate.org and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

Exhibit “A(2)(viii)”



CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

"As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition." (CIF Bylaw 503.1)

Our School Policy:

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

PLEASE COMPLETE THIS FORM AND RETURN TO _____
NO LATER THAN _____

Print Name of Student-Athlete:

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the _____ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

Signature of Student-Athlete named above

Date signed

 Print or type name of Parent/Guardian/Caregiver signing below

 Relationship to student

 Signature of Parent/Guardian/Caregiver

Date signed

Exhibit “A(2)(ix)”

EVENT EMERGENCY GUIDELINES

**CALIFORNIA INTERSCHOLASTIC
FEDERATION**

MARCH, 2013

Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

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GENERAL REMINDERS

WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS

GENERAL CONSIDERATIONS: Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

A. RESPONSIBILITIES OF HOME TEAM

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.
8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.
9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.
10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.
11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

B. GUIDELINES FOR VISITING TEAMS

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

C. GUIDELINES FOR BOTH TEAMS

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

PART II: SPECIFIC THREATS

A. INJURIES AND MEDICAL EMERGENCIES

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

B. FIRE

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

C. EARTHQUAKE:

(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

B. Outside Event: DROP AND COVER AND STAY OUTSIDE

1. Assess where you are. If you are near overhead lines, trees or buildings, move way form them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

C. Traveling to a School Event: STOP SAFELY

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

D. SEVERE WEATHER

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY

GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you are in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.

A. Outside Event

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

B. Inside a Building

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

C. Fight Option

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

F. WEAPONS WITHOUT SHOOTING

A. Suspected Weapon On The Premises

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

B. Observed Weapon On The Premises

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

G. SUSPICIOUS BEHAVIOR

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

H. CHILD ABUSE

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.
(Remember: All information about children and families is **confidential**)

Definitions Of Child Abuse:

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

I. PERSONNEL HARASSMENT

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

J. POWER OUTAGE

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

K. MISSING CHILD

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
 - Does s/he know how to ride the bus?
 - Does s/he have any money?
 - Are there any places in the area that the child is familiar with such as a playground or picnic area?
 - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

L. ABDUCTION

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

M. CONTROLLED SUBSTANCE (Drugs/Alcohol)

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

N. SEXUAL HARASSMENT

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
 - What did the person say?
 - What did the person do that made you feel uncomfortable?

- When did this happen?
 - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
 4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
 5. *If allegations of physical touching, CALL POLICE* and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).

O. SEXUAL ASSAULT

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being take to care for the injured person and to protect others.

Note: For Sexual Assaults:

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

P. TACTICAL SITUATION

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

Q. BOMB THREATS

ALL BOMB THREATS MUST BE TAKEN SERIOUSLY

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
 - **WHEN** will the device explode?
 - **WHERE** is the device?
 - **WHAT** kind of device is it?
 - **WHAT** does it look like?
 - **WHY** did you place the device?
 - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
 - Time of call
 - Exact words of caller
 - Male or female sounding voice
 - Is there a detectable accent
 - Voice tone, pitch, meter
 - Speech skills, inflections
 - Is the voice familiar
 - Background noise
 - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
 - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
 - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
 - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

For Those Individuals Aware Of The Bomb Threat:

DO NOT PANIC. Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

☐ Not Project Related

☒ Project #16-01

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-01

COMPENSATION

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) through reimbursement for universal ASES funded grant activities as outlined in Exhibit A-0.
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Thirty-Five Dollars (\$35.00) per hour without written authorization from the District Superintendent or his designee.
- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Monthly expenditure report by school.
 - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
 - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - D. Line items for all supplies properly charged to the Services.
 - E. Line items for all travel properly charged to the Services.
 - F. Line items for all equipment properly charged to the Services.
 - G. Line items for all materials properly charged to the Services.
 - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

☐ Not Project Related

☒ Project #16-01

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-01

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.

2. Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

3. Insurance coverage should include:

- a. owned, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

4. Workers' Compensation insurance as required by the laws of the State of California.

5. Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

6. Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

☐ Not Project Related

☒ Project #16-01

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

1. District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

2. Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

3. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

☒ Project #16-01

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-01

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY OF OXNARD**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
 Director, Purchasing



April 13, 2016

Oxnard School District
1055 South "C" Street
Oxnard, CA 93030

Re: City of Oxnard / Self-Insured Letter

To Whom It May Concern:

This letter shall serve as written confirmation that the City of Oxnard ("City") is a duly authorized and funded self-insured entity under the laws of the State of California Government Code Sections 989 and 990.

The City is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b).

If you have any additional questions please contact me at (805) 385-7472.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rena Bassett".

Rena Bassett

Financial Analyst / Finance Department



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: June 14, 2016

TO: City Council

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

FROM: Daniel Martinez, City Clerk

SUBJECT: Approve Minutes of the Regular Meetings of the Oxnard City Council for April 26 and May 3, 2016; and Minutes of the Special Meeting of the Oxnard City Council for May 2, 2016.

CONTACT: Daniel Martinez, City Clerk
Daniel.Martinez@oxnard.org, 385-7803

RECOMMENDATION:

Approve.

ATTACHMENTS:

Attachment A - Draft Minutes 160426

Attachment B - Draft Minutes 160503

Attachment C - Draft Minutes 160502 Special Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
April 26, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:04 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Dorina Padilla and Bert Perello were present. Councilman Bryan A. MacDonald was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Hall. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, City Attorney; Jeri Williams, Police Chief; Daniel Rydberg, Utilities Director; Arturo Castillo, Housing Director; Thien Ng, Senior Process Engineer; Dave Millican, Special Financial Counsel; Bryan Brice, Fire Chief and Ashley Golden, Development Services Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for David Sotelo and Stella Berman, 22-year volunteer at Library.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Jerry Lucro (Rio Lindo park use); Aaron Starr (initiative process); Al Velasquez (initiative process); Luciano Ortiz (development of sport park); Michael Gleason (maintenance of Landscape Maintenance District funds); Martin Jones (maintenance of wastewater service); Jackie Tedeschi (recognized the actions of Councilman MacDonald to help a resident); Jack Villa (organizing new “neighborhood” councils); Woodrow Thomas (freedom of speech); Yvonne Adan (supporting Transportation Tax on ballot); Manuel Castaneda (health problems related to dog barking, neighborhood parties and alley trash) and Pat Brown (maintenance needs of wastewater service and necessary costs).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Senior Process Engineer (I-1(b)) and Utilities Director and Housing Director (I-2).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Al Velasquez and Steve Nash.

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review
RECOMMENDATION: Approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Public Works Department

2. SUBJECT: Approve Plans and Specifications for UD14-02 Alley Reconstruction at Various Locations - Phase II
RECOMMENDATION: That City Council: 1) Approve project plans and specifications and authorize staff to solicit bids for Specification UD14-02 Alley Reconstruction at Various Locations – Phase II and 2) Approve a budget appropriation from Fund 285 – CDBG Entitlement in the amount of \$577,886 to Capital Improvements Project 153102, Alleyways Reconstruction, Phase II.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/Padilla)
Ayes: Ramirez, Padilla, Perello and Flynn. Absent: MacDonald.

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

Finance Department

1. SUBJECT: Utilities Financial Review
RECOMMENDATION: That City Council received a mid-year budget update report on Utilities.
DISCUSSION: The Special Financial Counsel reviewed the utilities (water, wastewater and solid waste) budget which included policy compliance, revenues, debt service, capital investments, operations and maintenance costs. He reviewed why numbers had changed including using past “faulty” estimates, the March “wastewater” rate increase and insufficient revenue.

Public comments were received from: Aaron Starr; George Miller; Jim Lavery; Al Velasquez; Steve Nash; Woodrow Thomas; Alicia Percell; Shirley Godwin; Larry Godwin; Daniel Chavez and Pat Brown.

The City Manager and Assistant City Manager (Whitney) reported that the figures presented were current numbers for 2015-16 year and reviewed factors that caused figures to change including “not” having final “audit” numbers and projected revenues being lower than predicted.

The Utility Director reviewed: the financing of Utility Programs, payment of debts, timeline to collect “wastewater” increases, vehicle replacement and replacement costs of equipment.

The Senior Process Engineer reviewed possible failures if maintenance is “not” done.

The City Council discussed: projected revenues including over-estimate of revenues; debt service costs; rate “assistance” program and having confidence in numbers provided.

ACTION: Received report and provided comments to staff.

Public Works Department

2. SUBJECT: Receive a Report on the Public Works Integrated Master Plans.

RECOMMENDATION: That City Council approve the Final Draft Public Works Integrated Master Plan.

DISCUSSION: The Utility Director reviewed the draft Master Plan including issues regarding regulatory requirements, repair/rehabilitate, growth, performance and resource sustainability master plan timeline.

Public comments received from: Aaron Starr; Steve Nash and George Miller.

The City Council discussed: development fees; connection fees; having a regional approach to solving problems and using innovation to solve problems.

ACTION: The Council concurred to table this item.

M. REPORT OF CITY MANAGER

The City Manager commented on: discussions of possible development at Sportpark site by YMCA; assessment of maintenance districts; appointment of Ingrid A. Hardy, Cultural and Community Services Director; State of City address and HUD audit.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: keeping focused on the basic municipal services that effect individuals in the community; use of Quimby fees within the neighborhoods; having a “whistle blower” process; IRS audit; upcoming State of City address; large parties taking place at local community parks and possible banning of animals at Ormond Beach to protect the snowy plover bird.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 11:19 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

May 3, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Hall. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager and Stephen Fischer, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSION

At 4:36 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54957(b)(1), evaluation of public employee City Manager.

At 6:22 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:18 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Jeri Williams, Police Chief; Bryan Brice, Fire Chief; Arturo Castillo, Housing Director; Ashley Golden, Development Services Director; Kathleen Mallory, Contract Planner; Norma Owens, Grants Manager and Renee Rakestraw, Recreation/Human Services Coordinator.

E. CEREMONIAL CALENDARF. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis (Ormond Beach report/signage); Inez Tuttle (police officers in car, library services); Martin Jones (College Park music/noise); Len Shulman (landscape district services provided); Nancy Pedersen (proposed housing at former Skyview location); Lucy Cartagena (ordinances regarding panhandling/homelessness issues); Phil Molina (Councilmember Perello reporting during meeting); Jackie Tedeschi (emergency "disaster" classes); Robert Murphy (vacation rental issue, STR); Ted Kuepper (vacation rental issue, noise); Nan Waltman (housing needs, Housing Element); Daniel Chavez (public safety); Monica Morales (past Police incidents/actions); Karla Alejandra (past Police incidents/actions); Woodrow Thomas (support of Police Chief); Abel Magana (community policing programs) and George Miller (permits required to complete work on house/business)

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments was received from Councilmember Perello (I-3).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting for the Oxnard City Council for April 12 and 19, 2016.

RECOMMENDATION: Removed from agenda.

Development Services Department

2. SUBJECT: Vacation of Two (2) Public Service Easements Within Property Located at the Southeast Corner of Statham Boulevard and Oxnard Boulevard.

RECOMMENDATION: That City Council adopt **Resolution No. 14,913**: 1) vacating the public service easement for sidewalk purposes as described in the document recorded June 6, 2008, as instrument number 20080606-00089698 of Official Records in the Office of the Ventura County Recorder, and 2) vacating a public service easement for water line purposes as described in the document recorded June 6, 2008, as instrument number 20080606-00089714 of Official Records in the Office of the Ventura County Recorder.

3. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7873) for DS15-43 - Raised Medians Along Victoria Avenue Between Fifth Street and Gonzales Road.

RECOMMENDATION: That City Council award Agreement A-7873 to the lowest responsible and responsive bidder, Granite Construction Company, in the amount of \$914,098.60 for the Victoria Avenue Raised Median project, and authorize the purchasing agent to execute the contract upon receipt of final documents.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of I-1 from the agenda. (Perello/Ramirez) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

J. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Development Services Department

1. SUBJECT: Planning and Zoning Permit No. 15-300-06 (Tentative Tract Map No. 5968 for Condominium Purposes). Filed by Doug Brooks, Oxnard CRFL Partners, LLC, 64 Maxwell, Irvine, California 92618.

RECOMMENDATION: Adopt a resolution approving Planning and Zoning Permit No. 15-300-06 (Tentative Tract Map No. 5968 for the Wagon Wheel “Village” Specific Plan area) to create a six lot map for condominium purposes, for the property located south of the Ventura Freeway (Highway 101), west of Oxnard Boulevard, north of the Union Pacific Railroad (UPRR) and El Rio Drain, and east of the Ventura Road and the Santa Clara River, (APN’S 139-0-022-040; 139-0-022-140; 139-0-022-175; 139-0-022-185; 139-0-022-195; 139-0-022-205; and 139-0-150-110), subject to certain findings and conditions.

DISCUSSION: The Development Services Director and Contract Planner reviewed the subdivision of development; public outreach and conditions of approval including having a management plan.

Tony Talamante, Wagon Wheel Project, commented on the development plan; communications with the management group and developing a levee improvement plan.

Public comments were received from: Jackie Tedeschi; Eileen Tracy; Inez Tuttle and Steve Nash.

ACTION: Close the public hearing (Padilla/Flynn) unanimously.

DISCUSSION: The City Council discussed public outreach; the need for community awareness; use of space and educational needs.

ACTION: Approved as recommended, **Resolution No. 14,914** (MacDonald/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

ACTION: Mayor Flynn declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Housing Department

2. SUBJECT: Public Hearing to Approve Oxnard's Fiscal Year 2016-2017 Annual Action Plan, Including Applications to the U.S. Department of Housing and Urban Development for the Entitlement Grants.

RECOMMENDATION: 1) Conduct a public hearing to consider public testimony regarding project funding recommendations, specific priorities and measurable objectives, and provide direction to the Housing Director on the preparation of the FY 2016-2017 Annual Action Plan (AAP); 2) Approve the AAP with final recommended use of funds for the three entitlement grants: Community Development Block Grant (CDBG), Home Investments Partnership (HOME) grant; and the Homeless Emergency Solutions Grant (HESG); 3) Authorize the City Manager to make any changes to the AAP as directed; 4) Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the AAP to the U.S. Department of Housing and Urban Development (HUD); and 5) Authorize the City Manager to sign any documents or agreements required by HUD for the implementation of the AAP.

DISCUSSION: The Housing Director reviewed the Annual Action Plan which included entitlement grants, HUD allocations, use of Code Compliance and the selection process.

The Grants Manager and Recreation/Human Services Coordinator provided information regarding computer access on-site, staffing and having computer access available to “home bound” seniors.

The Fire Chief commented on the funding of a (Fire) vehicle and generator for community safety.

Public comments were received from: Tim Hockett; Patricia Fraust; Lucy Cartagena; Erik Sternad; Sam Gallucci; Cindy Wilson; Ellen Johnson; Manuel Minjares (Turning Point); Pat Brown; Steve Nash; Inez Tuttle; Daniel Chavez; Ron Irwin (Community Action Services) and Abel Magana.

ACTION: Close the public hearing (Ramirez/Flynn) unanimously.

DISCUSSION: The City Council discussed: Oxnard’s median income; funding of Fire emergency vehicle; First-Time Home Buyer program; Homeless issues and use of Code Compliance.

ACTION: Approved as recommended. (MacDonald/Perello) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

K. APPOINTMENT ITEMS

L. REPORTS

Development Services Department

1. SUBJECT: Code Enforcement Target Area (CETA) Program Policies and Procedures Manual and Report.

RECOMMENDATION: That the City Council receive a report on Code Compliance activities in Code Enforcement target areas and the Code Enforcement Target Area (CETA) Program Policies and Procedures Manual.

DISCUSSION: The Development Services Director discussed hiring of personnel, efforts to improve the South Oxnard area including self compliance and working with other City departments.

The City Council discussed: weekend Code Enforcement; providing fair “housing” information; pride of community; use of Code Compliance and having a “house rental” inspection program.

ACTION: The City Council provided comments and directions to staff.

Finance Department

2. SUBJECT: Correct Clerical Error Calculation of Interest Income Budgeted in FY 2015-16 for All Maintenance Assessment Districts.

RECOMMENDATION: That City Council approve a budget adjustment to reduce the interest income budgeted in Fiscal Year 2015-16 for all the Maintenance Assessment Districts.

ACTION: The City Council concurred to remove from agenda.

M. REPORT OF CITY MANAGER

The City Manager commented on State of City address, upcoming Police Memorial event and Ormond Beach issues would be coming to the Council.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: an upcoming “electronic waste” collection at Channel Islands High School; upcoming trip to Washington D.C. to discuss local military activities and possible use of Halaco material for concrete; grand opening of Los Cortes development; improvements to the “J” Street drain and possibility of having a study session on Homeless issue (priorities).

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:33 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD CITY COUNCIL

Special Meeting

May 2, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:15 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers Councilmembers Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Tim Flynn was absent. The City Clerk stated that the agenda was posted on Thursday at City Hall. Mayor Pro Tem Ramirez presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager and Stephen Fischer, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSION

At 5:17 p.m. the City Council recessed to a closed session pursuant to Government Code Section 54957.6(a) to review the status of labor negotiations and to review its available funds and funding priorities for the purpose of providing instructions to the City's negotiators, J. Tabin Cosio, Director of Human Resources; and Burke Dunphy, City's labor attorney, regarding the position titles: International Association of Firefighters, AFL-CIO (**IAFF**), Local No. 1684; Oxnard Peace Officers' Association (OPOA); Service Employees International Union CTW, CLC, Local 721 (**SEIU Local 721**); International Union of Operating Engineers AFL-CIO, Local No. 501 (**IUOE Local 501**); Oxnard Public Safety Management Employees' Association (**Police Unit**); Oxnard Public Safety Management Employees' Association (Fire Unit); and Oxnard Mid-Managers' Association (**OMMA**); **Unrepresented employees**: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Economic Development Director, I.T. Director, Library Director, Police Chief, Utilities Director (**Department Directors**); Assistant City Attorney, Assistant Director of Human Resources, Community Relations and Public Affairs Manager, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (**Confidential Mid-Managers**); Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (**Confidential Employees**); unrepresented Limited Benefit Employees.

At 5:21 p.m., Mayor Flynn was present and presided.

The City Council also recessed to a closed session pursuant to Government Code Section 54956.9(d)(2), based on existing facts and circumstances, there was significant exposure to litigation against the City in one potential case, pertaining to the separation from the City employment of Brandon Palma.

At 7:01 p.m., the City Council reconvened.

D. ADJOURNMENT

At 7:01 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: June 14, 2016

TO: City Council

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

FROM: Greg Nyhoff, City Manager

SUBJECT: Agreements for City Council Review

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

RECOMMENDATION:

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

BACKGROUND

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

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment A - List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are

City Manager Contract List
June 14, 2016
Page 2

available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

City Manager Contract List

City Manager Contract List for 06/14/2016

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

A Third Amendment to Agreement for Consulting Services

Vendor: HdL Coren & Cone
 Type: Amendment
 Agreement No.: 6183-13-CD
 Amendment No.: 3
 Purchase Order No.:
 Begin Date: 07/01/2016
 End Date: 06/30/2017
 Term: 1 Year

Amount to be Approved:
 Current FY Amount:
 Total Contract Amount:
 Funding Source:
 Vendor Selection Process:
 # of Bids/Proposals/Quotes:
 Project Manager:
 Department:
 Telephone:
 Email:

\$24,000
 \$36,000
 \$108,000
 Redevelopment Property Tax Trust Funds
 Negotiated Contract
 N/A
 Kymberly Horner
 Community Development
 385-7407
 kymberly.horner@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Third Amendment with HdL Coren & Cone in the amount of \$24,000 for a total agreement value of \$108,000, and to extend the agreement to June 30, 2017. HdL Coren & Cone provides assistance with the disposition of agency-owned properties as part of the dissolution process, as well as provide services on property tax application and database services, reports and analytical services, provide quarterly/monthly reports, identification and correction of errors, and on-going consultation. Funds to cover Consultant's fees have already been approved by the DOF for the Recognized Obligation Payment Schedule ("ROPS") 15-16B for the period of January 1, 2016 through June 30, 2016. The proposed ROPS 16-17 for the period of July 1, 2016 through June 30, 2017 (currently pending DOF approval), reflects continuation of Consultant's contract.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: June 14, 2016

TO: City Council

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

FROM: Ashley Golden, Development Services Director

SUBJECT: Transportation Development Act Special Budget Appropriation

CONTACT: Cynthia Daniels, Development Services
Cynthia.Daniels@oxnard.org, 385-7871

RECOMMENDATION:

That City Council approve a special budget appropriation in the amount of \$356,327 to implement recommendations of the TDA Audits for Fiscal Years 2013-14 and 2014-15, and replace Circulation System Improvement Fees with \$356,327 of TDA funds within the Highway 101-Rice Avenue Interchange Improvement Project No. 873114.

BACKGROUND

The State Legislature adopted the Transportation Development Act (TDA) in 1972, creating a Local Transportation Fund (LTF) in each county for transportation purposes (Attachment A). The City receives a share of the ¼ cent general sales tax collected statewide through a formula established in the TDA. The primary purpose of TDA is for transit services. Before the TDA was amended by the California Legislature, TDA funds were also available for streets and roads improvements after all unmet transit needs were satisfied.

The City's recent TDA audits for Fiscal Years 2013-14 and 2014-15 identified remaining funds for streets and roads in the fund balance, totaling \$356,327, and recommended spending the funds this fiscal year. The Hwy 101-Rice Interchange Project has eligible expenses that will satisfy the audit requirements. The recommended action will exchange TDA Article 8 funding (Fund 212) with Circulation System Improvement Fees (Fund 354) within the Hwy 101-Rice Interchange Project. The Circulation System Improvement Fees are commonly known as the

Transportation Development Act Special Budget Appropriation

June 14, 2016

Page 2

traffic impact fees. The fees are paid by developers to defray the actual or estimated costs of constructing planned traffic circulation facilities required by a development project. The planned traffic circulation facilities are identified in a staff report approved by the City Council at the time of the setting of the fees. The fees can be spent for transportation and transit, including but not limited to streets and supporting improvements, roads, overpasses, bridges, harbors, ports, airports, and related facilities. It cannot be used to maintain, repair or operate capital improvements (Ordinance No. 2258). The Circulation System Improvement Fees will be unappropriated from the Hwy 101-Rice Interchange Project, making those funds available for future projects. Staff anticipates closing the Hwy 101-Rice Interchange Project in Fiscal Year 2016-17.

FINANCIAL IMPACT

The net effect of the transactions is zero for the Hwy 101-Rice Interchange project budget. The appropriation will:

1. Increase the TDA Article 8 CIP Fund (Fund 212) budget in the Hwy 101-Rice Interchange Project #873114 by \$356,327,
2. Decrease the Circulation System Improvement Fees fund (Fund 354) budget in the Hwy 101-Rice Interchange Project #873114 by \$356,327 and,
3. Increase the fund balance of the Circulation System Improvement Fees fund by \$356,327

ATTACHMENTS:

Attachment A - TDA Overview

Attachment B - Special Budget Appropriation

THE TRANSPORTATION DEVELOPMENT ACT (TDA) OVERVIEW

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

The TDA provides two funding sources:

1. Local Transportation Fund (LTF), which is derived from a $\frac{1}{4}$ cent of the general sales tax collected statewide.
2. State Transit Assistance fund (STA), which is derived from the statewide sales tax on diesel fuel.

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

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

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

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

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

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: June 14, 2016
Phone: 385-7871

Reason for Appropriation:

Allocate Transportation Development Act Article 8 99400a (Street CIP) funds to address TDA audit recommendations for FY 13-14 and 14-15. Exchange TDA funds with Circulation System Improvement Fees.

Accounts and Descriptions**AMOUNT**

Fund: 212 - TDA/LTF8-CIP FUND-99400a

Expenditures/Transfers Out**Project #873114 - Highway 101-Rice Interchange**

212-9718-826-8604 Improvements Not Bldg-New 356,327

Sub-total Expenditures 356,327

Net Change to Fund Balance (356,327)

Fund: 354 - Circulation Sys. Impr. Fees

Expenditures/Transfers Out**Project #873114 - Highway 101-Rice Interchange**

354-9718-826-8604 Improvements Not Bldg-New (356,327)

Sub-total Expenditures (356,327)

Net Change to Fund Balance 356,327

Net Appropriation Change 0

Approvals

Department Director Ashley Golden
 Interim Chief Financial Officer Maria Hurtado
 City Manager Greg Nyhoff



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 4

DATE: June 14, 2016

TO: City Council

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

FROM: Arturo Casillas, Housing Director

SUBJECT: Revision to the Utility Allowances for Public Housing Residents and Section 8 Housing Choice Voucher

CONTACT: Rhonda Hodge, Housing
rhonda.hodge@oxnard.org, 385-7889

RECOMMENDATION:

That the Housing Authority of the City of Oxnard Board of Commissioners adopt a resolution approving the revised utility allowance schedules for the Section 8 Housing Choice Voucher program and the Public Housing program.

BACKGROUND

Pursuant to the Code of Federal Regulations (24 CFR 982.517) a utility allowance schedule is used in determining family share and subsidy paid by the Oxnard Housing Authority ("OHA"). All housing authorities must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the normal patterns of consumption for the community as a whole are used along with current utility rates. HUD directs housing authorities to use its Utility Schedule Model to determine usage averages and there was no significant change in usage from the last schedule study. However, due to changes in costs, decrease in gas

Revision to the Utility Allowances for Public Housing Residents and Section 8 Housing Choice Voucher
June 14, 2016
Page 2

and increase in electric by the respective utility companies, it is necessary at this time to adjust the utility allowances for public housing and assisted housing residents.

Housing authorities must review their utility allowance schedules each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

The first step in the analysis in determining if a revision is necessary is to identify if the change in rates exceeds 10% from the existing schedule. It was determined that electric rates increased 16%, gas rates decreased 24%, water rates increased 2% along with a monthly water charge increase of 7%, sewer rates increased 35%, and trash collection rates per month remained the same. Since electric and sewer rate changes exceeded the 10% threshold, the utility schedule needs to be revised.

In the Public Housing program, all residents, with the exception of those at the senior buildings (31-5 Plaza Vista and 31-8 Palm Vista), pay for electricity and gas. Water, sewer and trash are paid by the Authority. The senior building residents do not pay for any utilities.

In the Section 8 program, participants' utility responsibility varies, depending on the requirements of the owner of the property and the type of property. Therefore, there are three schedules – apartment/walk-up; townhouse & semi-detached/duplex; and detached house – each with the various utility or service listed separately.

The OHA has notified all Public Housing residents, as required by HUD regulation, and has publicized the notice in VIDA and at all OHA locations. The new schedules will be implemented at the time of the families' annual reexamination and recertification of continued eligibility, beginning July 1, 2016. The new utility allowances for the Public Housing and Section 8 programs may be found in Exhibit A of the attached resolution.

FINANCIAL IMPACT

The decrease in utility allowances for public housing residents will increase their rent payment to the Authority, resulting in an estimated \$10,000 increase in Low Rent Public Housing revenues for the next fiscal year. An increase in utility allowances for Section 8 participants will decrease the family contribution for rent and thereby increase the subsidy requirement for each unit or voucher resulting in an increase of \$50,000 in subsidy expenditures which will require the use of HUD-held reserves.

ATTACHMENTS:

Revision to the Utility Allowances for Public Housing Residents and Section 8 Housing Choice
Voucher
June 14, 2016
Page 3

Attachment A - Utility Allowance Resolution

Attachment B - Comparison of Current and Proposed Utility Allowances

HOUSING AUTHORITY OF THE CITY OF OXNARD
RESOLUTION NO. _____

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD
ADOPTING A REVISED UTILITY ALLOWANCE SCHEDULE FOR THE SECTION 8
HOUSING CHOICE VOUCHER PROGRAM AND THE PUBLIC HOUSING
PROGRAM**

WHEREAS, pursuant to 24 CFR 982.517 the Housing Authority is required to establish allowances for all resident paid utilities for Public Housing resident and review the schedules annually for rate changes requiring revisions to the schedules; and

WHEREAS, pursuant to the HUD Housing Choice Voucher Program Guidebook the Housing Authority is required to establish allowances for all resident paid utilities for Section 8 Housing Choice Voucher participants and review them annually for rate changes requiring revisions to the schedules; and

WHEREAS, the Housing Authority has determined that new utility allowance schedules are required based upon changes in utility rates in excess of 10% from the previously adopted utility allowance schedules; and

NOW THEREFORE, BE IT RESOLVED, that the Commission does hereby authorize the adoption of the proposed utility allowance schedules for the Section 8 Housing Choice Voucher program and Public Housing program attached hereto as Exhibit A.

PASSED AND ADOPTED on this 14th day of June 2016 by the following votes:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairperson

Resolution _____

Page 2 of 2

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

Stephen Fischer, General Counsel

EXHIBIT A

**UTILITY ALLOWANCE SCHEDULES FOR THE SECTION 8 HOUSING CHOICE
VOUCHER PROGRAM AND PUBLIC HOUSING PROGRAM**

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 29
(exp 04/30/2018)

L.4.a

Utility Allowance Schedule:

Section 8 Apartment/Walk-up Utility Allowance

Locality				Unit Type				Date (mm/dd/yyyy)		
Housing Choice Voucher				Apartment/Walk-up				7/1/2016		
Utility or Service	Monthly Dollar Allowances									
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	9 BR
heating natural gas	4	5	6	6	7	8	0	0	0	0
heat oil/electric	9	12	15	19	22	25	0	0	0	0
cooking natural gas	3	4	5	6	7	8	0	0	0	0
cooking oil/electric	6	8	10	12	14	16	0	0	0	0
other electric	16	24	32	43	57	70	0	0	0	0
air conditioning	2	2	3	4	5	6	0	0	0	0
water heating natural gas	4	6	9	11	13	16	0	0	0	0
water heating oil/electric	10	15	21	26	33	41	0	0	0	0
water	27	28	32	37	42	46	0	0	0	0
sewer	18	18	21	24	28	31	0	0	0	0
trash collection	25	25	25	25	25	25	0	0	0	0
range/microwave	12	12	12	12	12	12	0	0	0	0
refrigerator	13	13	13	13	13	13	0	0	0	0
other monthly electric fees	1	1	1	1	1	1	0	0	0	0
other monthly gas fees	5	5	5	5	5	5	0	0	0	0

Actual Family Allowances To be used by the family to compute allowances.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 29
(exp 04/30/2018)

L.4.a

Utility Allowance Schedule:

Section 8 Detached House Utility Allowance

Locality	Unit Type									Date (mm/dd/yyyy)
Housing Choice Voucher	Detached House									7/1/2016
Utility or Service	Monthly Dollar Allowances									
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	9 BR
heating natural gas	8	12	16	21	25	29	0	0	0	0
heat oil/electric	14	18	22	27	32	38	0	0	0	0
cooking natural gas	3	4	5	6	7	8	0	0	0	0
cooking oil/electric	6	8	10	12	14	16	0	0	0	0
other electric	22	34	51	75	93	112	0	0	0	0
air conditioning	2	2	4	5	7	8	0	0	0	0
water heating natural gas	4	6	9	11	13	16	0	0	0	0
water heating oil/electric	8	13	18	23	28	34	0	0	0	0
water	40	41	47	53	61	69	0	0	0	0
sewer	42	43	46	50	55	59	0	0	0	0
trash collection	25	25	25	25	25	25	0	0	0	0
range/microwave	12	12	12	12	12	12	0	0	0	0
refrigerator	13	13	13	13	13	13	0	0	0	0
other monthly electric fees	1	1	1	1	1	1	0	0	0	0
other monthly gas fees	5	5	5	5	5	5	0	0	0	0

Actual Family Allowances To be used by the family to compute allowances.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2530-0047
(exp 04/30/2018)

L.4.a

Utility Allowance Schedule:

Section 8 Townhouse & Semi-Detached/Duplex

Locality	Unit Type									Date (mm/dd/yyyy)
Housing Choice Voucher	Townhouse & Semi-Detached/Duplex									7/1/2016
Utility or Service	Monthly Dollar Allowances									
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	9 BR
heating natural gas	13	16	19	22	25	28	0	0	0	0
heat oil/electric	13	17	21	24	28	33	0	0	0	0
cooking natural gas	3	4	5	6	7	8	0	0	0	0
cooking oil/electric	6	8	10	12	14	16	0	0	0	0
other electric	16	26	38	61	78	94	0	0	0	0
air conditioning	1	2	3	5	7	8	0	0	0	0
water heating natural gas	4	6	9	11	13	16	0	0	0	0
water heating oil/electric	10	15	21	26	33	41	0	0	0	0
water	27	28	32	37	42	46	0	0	0	0
sewer	28	28	31	35	38	41	0	0	0	0
trash collection	25	25	25	25	25	25	0	0	0	0
range/microwave	12	12	12	12	12	12	0	0	0	0
refrigerator	13	13	13	13	13	13	0	0	0	0
other monthly electric fees	1	1	1	1	1	1	0	0	0	0
other monthly gas fees	5	5	5	5	5	5	0	0	0	0

Actual Family Allowances To be used by the family to compute allowances.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	

Oxnard Housing Authority, CA

PROPOSED MONTHLY UTILITY ALLOWANCES

Chart 1

Revised 04/12/2016

UPDATE 2016

Building Type: Semi-Detached/ Duplex

Colonia Courts CA-311	1BR	2BR	3BR	4BR	5BR
Electricity	\$ 18.00	\$ 22.00	\$ 27.00	\$ 32.00	
Natural Gas	\$ 21.00	\$ 25.00	\$ 28.00	\$ 30.00	
Totals	\$ 39.00	\$ 47.00	\$ 55.00	\$ 62.00	

Felicia Court CA-312	1BR	2BR	3BR	4BR	5BR
Electricity		\$ 20.00	\$ 24.00	\$ 28.00	\$ 33.00
Natural Gas		\$ 23.00	\$ 25.00	\$ 26.00	\$ 29.00
Totals		\$ 43.00	\$ 49.00	\$ 54.00	\$ 62.00

Colonia Road CA-313	1BR	2BR	3BR	4BR	5BR
Electricity		\$ 20.00	\$ 24.00	\$ 28.00	\$ 33.00
Natural Gas		\$ 23.00	\$ 25.00	\$ 26.00	\$ 29.00
Totals		\$ 43.00	\$ 49.00	\$ 54.00	\$ 62.00

Pleasant Valley CA-314	1BR	2BR	3BR	4BR	5BR
Electricity	\$ 16.00	\$ 20.00	\$ 24.00	\$ 28.00	\$ 33.00
Natural Gas	\$ 20.00	\$ 24.00	\$ 26.00	\$ 28.00	\$ 31.00
Totals	\$ 36.00	\$ 44.00	\$ 50.00	\$ 56.00	\$ 64.00

Scattered Sites CA-317	1BR	2BR	3BR	4BR	5BR
Electricity		\$ 22.00	\$ 27.00	\$ 32.00	\$ 39.00
Natural Gas		\$ 23.00	\$ 25.00	\$ 26.00	\$ 29.00
Totals		\$ 45.00	\$ 52.00	\$ 58.00	\$ 68.00

Proposed allowances were rounded to the nearest dollar.

COMPARISON OF CURRENT AND PROPOSED UTILITY ALLOWANCES

Utility or Service	2BR Apartment / Walk Up			
	Current	New	Change	
Heating				
Natural Gas	\$7.00	\$6.00	-\$1.00	
Bottle Gas				
Electric	\$13.00	\$15.00	\$2.00	
Fuel Oil				
Air Condition	\$3.00	\$3.00	\$0.00	
Cooking				
Natural Gas	\$6.00	\$5.00	-\$1.00	
Bottle Gas				
Electric	\$9.00	\$10.00	\$1.00	
Other Electric	\$27.00	\$32.00	\$5.00	
Water Heater				
Natural Gas	\$11.00	\$9.00	-\$2.00	
Bottle Gas				
Electric	\$18.00	\$21.00	\$3.00	
Fuel Oil				
Water	\$31.00	\$32.00	\$1.00	
Sewer	\$16.00	\$21.00	\$5.00	
Trash Collection	\$25.00	\$25.00	\$0.00	
Range-Res. Pur.	\$12.00	\$12.00	\$0.00	
Refrig-Res. Pur	\$13.00	\$13.00	\$0.00	
Other: Specify				
Gas Flat Fee	\$5.00	\$5.00	\$0.00	
Elec Flat Fee	\$1.00	\$1.00	\$0.00	

Utility or Service	2BR Detached House			
	Current	New	Change	
Heating				
Natural Gas	\$20.00	\$16.00	-\$4.00	
Bottle Gas				
Electric	\$19.00	\$22.00	\$3.00	
Fuel Oil				
Air Condition	\$3.00	\$4.00	\$1.00	
Cooking				
Natural Gas	\$6.00	\$5.00	-\$1.00	
Bottle Gas				
Electric	\$9.00	\$10.00	\$1.00	
Other Electric	\$44.00	\$51.00	\$7.00	
Water Heater				
Natural Gas	\$11.00	\$9.00	-\$2.00	
Bottle Gas				
Electric	\$18.00	\$18.00	\$0.00	
Fuel Oil				
Water	\$45.00	\$47.00	\$2.00	
Sewer	\$35.00	\$46.00	\$11.00	
Trash Collection	\$25.00	\$25.00	\$0.00	
Range-Res. Pur.	\$12.00	\$12.00	\$0.00	
Refrig-Res. Pur	\$13.00	\$13.00	\$0.00	
Other: Specify				
Gas Flat Fee	\$5.00	\$5.00	\$0.00	
Elec Flat Fee	\$1.00	\$1.00	\$0.00	

Utility or Service	2BR Townhouse & Semi-Detached/Duplex			
	Current	New	Change	
Heating				
Natural Gas	\$23.00	\$19.00	-\$4.00	
Bottle Gas				
Electric	\$18.00	\$21.00	\$3.00	
Fuel Oil				
Air Condition	\$3.00	\$3.00	\$0.00	
Cooking				
Natural Gas	\$6.00	\$5.00	-\$1.00	
Bottle Gas				
Electric	\$9.00	\$10.00	\$1.00	
Other Electric	\$32.00	\$38.00	\$6.00	
Water Heater				
Natural Gas	\$11.00	\$9.00	-\$2.00	
Bottle Gas				
Electric	\$18.00	\$21.00	\$3.00	
Fuel Oil				
Water	\$31.00	\$32.00	\$1.00	
Sewer	\$24.00	\$31.00	\$7.00	
Trash Collection	\$25.00	\$25.00	\$0.00	
Range-Res. Pur.	\$12.00	\$12.00	\$0.00	
Refrig-Res. Pur	\$13.00	\$13.00	\$0.00	
Other: Specify				
Gas Flat Fee	\$5.00	\$5.00	\$0.00	
Elec Flat Fee	\$1.00	\$1.00	\$0.00	

Oxnard Housing Authority, CA

COMPARISON OF CURRENT AND PROPOSED UTILITY ALLOWANCES

Chart 2

Revised 04/13/2016

UPDATE 2016

Development	Bedroom Size	Current Allowance	Proposed Allowance	Difference	
Colonia Courts CA-311	1	\$43.00	\$39.00	-\$4.00	-9%
	2	\$50.00	\$47.00	-\$3.00	-6%
	3	\$58.00	\$55.00	-\$3.00	-5%
	4	\$64.00	\$62.00	-\$2.00	-3%
Felicia Court CA-312	2	\$45.00	\$43.00	-\$2.00	-4%
	3	\$52.00	\$49.00	-\$3.00	-6%
	4	\$57.00	\$54.00	-\$3.00	-5%
	5	\$65.00	\$62.00	-\$3.00	-5%
Colonia Road CA-313	2	\$45.00	\$43.00	-\$2.00	-4%
	3	\$52.00	\$49.00	-\$3.00	-6%
	4	\$57.00	\$54.00	-\$3.00	-5%
	5	\$65.00	\$62.00	-\$3.00	-5%
Pleasant Valley CA-314	1	\$39.00	\$36.00	-\$3.00	-8%
	2	\$47.00	\$44.00	-\$3.00	-6%
	3	\$54.00	\$50.00	-\$4.00	-7%
	4	\$59.00	\$56.00	-\$3.00	-5%
	5	\$68.00	\$64.00	-\$4.00	-6%
Scattered Sites CA-317	2	\$47.00	\$45.00	-\$2.00	-4%
	3	\$54.00	\$52.00	-\$2.00	-4%
	4	\$60.00	\$58.00	-\$2.00	-3%
	5	\$68.00	\$68.00	\$0.00	0%

*Proposed allowances include the average monthly cost for electric and gas on an annual basis.
Proposed allowances were rounded to the nearest dollar.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 5

DATE: June 14, 2016

TO: City Council

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

FROM: Arturo Casillas, Housing Director

SUBJECT: Housing Authority Investment Policy

CONTACT: Rhonda Hodge, Housing
rhonda.hodge@oxnard.org, 385-7889

RECOMMENDATION:

That the Board of Commissioners of the Housing Authority of the City of Oxnard (“Authority”) adopt a resolution reauthorizing the current investment policy and guidelines for the Housing Authority of the City of Oxnard for FY 2016-2017.

BACKGROUND

On September 22, 2015, the Authority adopted an Investment Policy. The law requires the Authority to adopt an Investment Policy each year. The Authority is bound by State law, as is the City, but has further constraints imposed by the federal government involving the investment of Authority funds. The investment policy governs investment of funds, including funds on deposit. The Department of Housing and Urban Development (“HUD”) has defined ‘funds on deposit’ as comprised of:

1. Funds for current transactions
2. Capital or development funds
3. Funds exceeding daily requirements
4. Operation reserve funds

This Investment Policy deals with Items 3 and 4 above. In recent history, the Authority has invested excess cash utilizing a combination of in-house efforts and an outside agent (State of

Housing Authority Investment Policy

June 14, 2016

Page 2

California Local Agency Investment Fund), which is permitted by HUD and State law. Staff is recommending this practice be continued through FY 2016-2017 because it is a safe, cost effective and successful program. Additionally, should any further eligible investment opportunities arise, staff will investigate and pursue as appropriate.

This Investment Policy insures prudent investing, and adequate reporting of investment results and position to the Authority and public. It also provides for periodic reporting to the Housing Authority Board of Commissioners and annual reauthorization of the policy. The Investment Policy may be found in Exhibit A to the attached resolution and the Investment Guidelines are Exhibit B.

Safe investments are assured by adherence to HUD-approved investments. The restriction placed on allowable investment provides a degree of diversification to assure that potential loss on individual investments does not compromise the remainder of the portfolio. The Authority is not permitted to invest in instruments, except those authorized by HUD.

Liquidity is addressed by HUD to assure the Authority is able to meet its operating requirements on a daily basis.

The final objective is earnings. The portfolio is designed to provide a reasonable rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

The Investment Policy includes a delegation of authority from the Housing Authority to an Investment Committee consisting of the Housing Director, Housing Finance Officer and Housing Accountant, and the City's Chief Financial Officer or designee. This action continues to formalize procedures, which have been in place for a number of years.

The adoption of this Investment Policy will not affect the operations of the Authority to any material extent. The Investment Policy does not contain any material alterations in policy or procedures of the Authority. The Investment Policy satisfies requirements of State law combined with HUD's existing requirements.

FINANCIAL IMPACT

None

ATTACHMENTS:

Housing Authority Investment Policy
June 14, 2016
Page 3

Attachment A - Investment Policy and Guideline Resolution

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING ADOPTION OF AN INVESTMENT POLICY FOR THE HOUSING AUTHORITY OF THE CITY OF OXNARD

WHEREAS, the U. S. Department of Housing & Urban Development has established requirements governing cash management and approved investment instruments for certain funds under the control of public housing authorities (HUD Notice PIH 2002-13); and

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Section 53600.6); and

WHEREAS, the legislative body of the Housing Authority may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of U.S. Department of Housing & Urban Development Notice PIH 2002-13 and California Government Code sections 5922 and 53601; and

WHEREAS, the Housing Finance Officer of the Housing Authority of the City of Oxnard (Authority) is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Authority at a public meeting [California Government Code Section 53646(a)]; and

WHEREAS, the Board of Commissioners of the Authority ("Commission") determines that the policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

NOW, THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves: the Investment Policy of the Housing Authority of the City of Oxnard, attached hereto as Exhibit A, along with the Investment Portfolio Guidelines, attached hereto as Exhibit B, are hereby approved and adopted as the instruments to govern investments for the Housing Authority of the City of Oxnard.

Resolution No. _____

Page 2

PASSED AND ADOPTED on this 14th day of June 2016 by the following votes:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairperson

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, General Counsel

Exhibit A

**INVESTMENT POLICY
OF THE HOUSING AUTHORITY
OF THE CITY OF OXNARD**

INVESTMENT POLICY OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD

1.0 INTRODUCTION

This policy is intended to provide guidance for the investing of surplus cash of the Housing Authority of the City of Oxnard (Authority). The U.S. Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of Public Housing Authorities. The Legislature of the State of California (CGC53600.6) has declared that the deposit and investment of funds by officials and local agencies is an issue of statewide concern. The Board of Commissioners of the Authority may invest surplus moneys not required for the immediate necessities of the Authority in accordance with the provisions of HUD Notice PIH 2002-13 and California Government Code Sections 5922 and 53601. The Housing Finance Officer of the Authority shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto shall be considered by the Board of Commissioners at a public meeting. The policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

2.0 SCOPE

This investment policy applies to the Authority's pooled investment fund, which encompasses all money under the direct oversight of the Housing Finance Officer. These include the Public Housing Funds, Section 8 Voucher Funds, Grant Funds and the Central Fund. This policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are issued periodically by the Trustee and are not included in the Housing Finance Officer's quarterly report of the pooled investment fund. The employee's retirement and deferred compensation funds are also not included.

3.0 PRUDENCE

Investments shall be made with foresight and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the 'prudent person' standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligences shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The Authority's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the Housing Finance Officer to invest funds to the fullest extent possible. The Housing Finance Officer shall maintain a portfolio, which accomplishes the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: According to HUD Notice PIH 2002-13, safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U. S. Government, a Government agency or issued by a Government sponsored agency, coupled with an appropriate maturity date.

4.2 Liquidity: All investments must be capable of being liquidated on one days notice.

4.3 Yield: The Authority should strive to achieve the highest yield consistent with the objectives of the Investment Policy.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from Section 401 (E) of the HUD/PHA Annual Contributions Contract and California Government Code Sections 53601, et seq. Management responsibility for the investment program is hereby delegated to the Housing Finance Officer, who shall establish written procedures for the operation of the investment program consistent with Section 12.2 of this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Housing Finance Officer. The Housing Finance Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the investment committee. The Housing Finance Officer is a trustee and a fiduciary subject to the prudent investor standard. The other housing staff with signatory authority on Authority checking and other accounts is the Housing Director. The City's Chief Financial Officer or designee will also comprise part of the Investment Committee.

6.0 ETHICS AND CONFLICTS OF INTEREST

The Housing Finance Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. The Housing Finance Officer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Housing Finance Officer shall transact business only with banks, savings and loans, securities dealers and approved State and county investment pools.

7.1 Authorization: The Authority may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) locate markets for securities appropriate to the Authority needs, and 4) agree to abide by the conditions set forth in the Authority's Investment Policy and be among the authorized institutions approved by the City Treasurer.

7.2 Certification: Before engaging in investment transactions with a broker/dealer, the Housing Finance Officer shall have received from said firm a signed certification that the responsible party from that firm has reviewed the Authority's Investment Policy. The Certification shall also state that the firm understands the policy and intends to present investment recommendations and transactions to the Authority that are appropriate under the terms and conditions of the Investment Policy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

HUD Notice PIH 2002-13 states an Authority should compare the return of an 'in house' cash management program with a program managed by an agent. It also states the Authority may contract with an approved governmental unit such as a State agency established for this purpose, such as a Local Agency Investment Fund. The Notice also sets forth the following HUD-approved investments. The types of HUD-approved investments may change from time to time. It is the responsibility of the Housing Finance Officer to stay informed of the latest California Government Code and HUD-approved investments. HUD approved investments may be further limited by California Government Code Section 53601.

8.1 U.S. Treasury Bills, Notes and Bonds

8.2 Obligations issued by Agency or Instrumentality of the U.S. Government.

8.3 State or Municipal Depository Funds, such as the Local Agency Investment Fund (LAIF), or pooled cash investment funds managed by County Treasurers.

8.4 Insured Demand and Savings Deposits, provided that deposits in excess of the insured

amounts must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.5 Insured Money Market Deposit Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.6 Insured Super NOW Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by Securities listed in 8.1 or 8.2 above.

8.7 Negotiable Certificates of Deposit issued by Federally or state chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.

8.8 Repurchase/Reverse Repurchase Agreements of any securities authorized by this section. (See special limits and qualifications in HUD Notice PIH 1999-48, and CGC 53601(j)).

8.9 Sweep Accounts that are 100% collateralized by securities listed in 8.1 or 8.2 above.

8.10 Shares of beneficial interest issued by diversified management companies (money market mutual funds) investing in the securities and obligations authorized by this section. Such Funds must carry the highest rating of at least two national rating agencies. Not more than 20% of surplus funds can be invested in money market mutual funds.

8.11 Funds held under the terms of a Trust Indenture or other contract or agreement, including the HUD/PHA Annual Contributions Contract, may be invested according to the provisions of those indentures or contracts.

8.12 Principal only STRIPS.

8.13 Any other investment security authorized under the provisions of HUD Notice PIH 2002-13.

8.14 Prohibit securities that take the form of inverse floaters, range notes, mortgage-backed interest-only strips and floating-rate investments without a floor.

9.0 COLLATERAL

Collateral requirements are addressed in HUD Notice PIH 2002-13 as well as California Government Code Section 53652. All Certificates of Deposits must be collateralized by US Treasury Obligations. Collateral must be held by a third party, and valued on a monthly basis.

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the Authority shall be conducted on a delivery-versus-

payment (DVP) basis. Securities of duration exceeding 30 days to maturity shall be held by a third party custodian designated by the Housing Finance Officer. Evidence of account for each time deposit will be held in the Housing Authority safe.

11.0 DIVERSIFICATION

In an effort to reduce portfolio risk while attaining market average rates, the Authority's portfolio will be suitably diversified by type and institution.

11.1 With the exception of U. S. Treasury securities and authorized pools, no more than 50 percent of the total portfolio will be invested in a single security type. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 To the extent possible, the Housing Finance Officer will attempt to match investments with anticipated cash flow requirements. Operating reserve funds may not be invested in securities exceeding five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

A system of internal controls will be maintained to assure compliance with Federal and State regulations, Housing Commission direction, and prudent cash management procedures.

12.1 Investment Review Committee: The Housing Director, Housing Finance Officer, and Housing Accountant are the members of the Investment Review Committee tasked with quarterly review of procedures and adherence to this Investment Policy.

12.2 Investment Portfolio Guidelines: Guidelines have been established for procedures within the Housing Finance Officer's office to assure internal investment controls and a segregation of responsibilities of investment functions. (Attachment No. 2)

12.3 Annual Audit: The Authority portfolio is included in the Independent Auditors' scope of examination during testing of the Authority's financial management at the annual audit.

13.0 REPORTING

The Housing Finance Officer shall provide investment information to the Housing Commission.

13.1 Periodic Reports: The Housing Finance Officer will provide detailed reports of the investments in the pooled investment fund portfolio on a quarterly basis to the Housing Commission. Within thirty days of the end of each quarter, these reports will be provided with such additional information as market pricing. Summarized reports from Trustees regarding investments of bond proceeds will be provided as they become available.

13.2 Annual Report: This Investment Policy will be presented annually, following the close of the fiscal year, to the Housing Commission for approval. Each of the four quarterly reports, which are submitted to the commission as briefing reports, will provide a detailed report of the current status of the portfolio.

Exhibit B

INVESTMENT GUIDELINES OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD

HOUSING AUTHORITY OF THE CITY OF OXNARD

INVESTMENT PORTFOLIO GUIDELINES

July 1, 2016

INTRODUCTION. These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.

A. **GENERAL FACTORS.** Several factors must be considered in preparation for effective portfolio management.

1. **Cash Forecast.** The projected cash flow of the Authority shall be prepared annually, and updated as required throughout the year. A close working relationship with Authority Divisions having a significant impact on cash flow is maintained to maximize the efficiency of the Investment Program.
2. **Pooled Cash.** Whenever practical, the Authority cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to the average daily balances specific to fund ledger balances. No Authority bank account may be opened without the knowledge and consent of the Housing Finance Officer.
3. **Authorized Institution.** A list of institutions that meet the criteria of the Investment Policy and have been authorized by the Housing Finance Officer to do business with the Authority will be established, maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

B. **INVESTMENT PROCEDURES.** The Housing Finance Officer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

1. **Investment Transactions.** The Housing Finance Officer will authorize investment transactions. In his/her absence, the Housing Director will execute transactions as prescribed by the Housing Finance Officer prior to his/her absence.
2. **Wire Transfers.** The Authority will use pre-formatted wire transfers to restrict the transfer of funds to pre-authorized accounts only. All wire transfers require an initiator plus an approval by an authorized employee.
3. **Safekeeping.** Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping. All purchases will be on a delivery versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the Authority name and held in Housing Finance Officer's safe.

C. **INVESTMENT CRITERIA.** All investments will be made in compliance with Federal, State, and Local laws governing the investment of Authority funds, and in accordance with

the Authority's Investment Policy.

1. **Maturity of Investment.** Investments longer than one year may be made if consistent with the Authority cash flow needs and related intent of holding until maturity. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of Authority funds, the investment will be matured at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. The Housing Finance Officer will determine such sales.
2. **Certificate of Deposit Evaluation.** Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of \$100,000, approved collateral shall be required at the percentage above market value as specified by HUD Notice PIH 2002-13 and CGC Section 53652 and/or 53651.

F. **INTERNAL CONTROL OF INVESTMENTS.** Investment transactions are controlled through distribution of responsibilities within the Housing Finance Officer's office by the following procedures:

1. The Housing Finance Officer initiates each investment transaction.
2. A journal entry detailing the investment is prepared by the Housing Accountant and approved by the Housing Finance Officer.
3. The journal entry entered on a cash balance spread sheet by the Housing Accountant.
4. At month end the book balances, maintained by the Housing Accountant, must balance with the portfolio balance maintained independently by the Housing Accountant.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: June 14, 2016

TO: City Council

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

FROM: Jeri Williams, Police Chief

SUBJECT: California Gang Reduction, Intervention and Prevention (CalGRIP) Program
Grant Funding 2016.

CONTACT: Eric Sonstegard, Police Department
Eric.Sonstegard@oxnard.org, 385-8290

RECOMMENDATION:

That City Council adopt a resolution:

1. Authorizing the City Manager or designee to execute grant agreement #A-7865 for funding from the State of California, Board of State and Community Corrections (BSCC) to continue the California Gang Reduction, Intervention, and Prevention (CalGRIP) Program for calendar year 2016; and
2. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of CalGRIP funds; and
3. Authorizing the City Manager or designee to submit all program related progress or status reports to BSCC.

BACKGROUND

On July 29, 2014, the City Council adopted Resolution No. 14,683 authorizing the City to submit a grant application to the State of California, Board of State and Community Corrections for consideration of State funds up to \$500,000 annually. The CalGRIP grant is designed to provide funding to select cities for gang prevention, intervention, education, job training, skills

California Gang Reduction, Intervention and Prevention (CalGRIP)

June 14, 2016

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development, family engagement, community services, and suppression activities.

A grant application was subsequently submitted by the City requesting \$439,700 per year for calendar years 2015-2017 to fund a collaborative, trauma-informed, gang intervention strategy for 15-24 year old gang-affiliated/at-risk youth and their families seeking change.

BSCC funding was approved for all three years of the project (January 1, 2015 through December 31, 2017) subject to annual allocations through the State budget process and availability of State funds. On January 20, 2016, BSCC approved continued CalGRIP project funding for calendar year 2016.

FINANCIAL IMPACT

The grant requires a 100% match of the total grant award. The required match of \$439,700 will come in the form of gang suppression/enforcement activities from the Police Department's personnel operating budget.

ATTACHMENTS:

Attachment A - Resolution (1) CalGRIP

Attachment B -Standard Agreement (BSCC 817-15) (1)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING EXECUTION OF GRANT AGREEMENT AND SPECIAL
BUDGET APPROPRIATIONS

WHEREAS, City Council Resolution No. 12,053 sets out procedures by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, City Council Resolution No. 14,683 authorized the City to make application for California Gang Reduction, Intervention and Prevention (CalGRIP) Program grant funding from the State of California, Board of State and Community Corrections (BSCC); and

WHEREAS, the State of California approved the funding request in the amount of \$439,700 per year for calendar years 2015-2017 to be used to reduce gang and youth violence through efforts including prevention, direct intervention, job training and skills building, educational opportunities, and community engagement, dependent year to year upon availability of State funding; and

WHEREAS, the State of California has approved the City's reapplication for continued (Year 2) funding for calendar year 2016 in the amount of \$439,700 for the CalGRIP Program grant.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:
To authorize the City Manager or designee to execute a grant agreement for CalGRIP funding from the State of California Board of State and Community Corrections to fund a collaborative, trauma-informed gang intervention strategy for at-risk youth and their families for calendar year 2016. The City Council further resolves that the Chief Financial Officer or designee is authorized to submit financial report and grant claims and approve special budget appropriations for use of the CalGRIP funds. The City Council further resolves that the City Manager or designee is authorized to submit non-financial program or status reports.

PASSED AND ADOPTED THIS 7th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

BSCC 817-15

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR'S NAME

CITY OF OXNARD

2. The term of this

Agreement is: **January 1, 2016 through December 31, 2016**

3. The maximum amount
of this Agreement is:

\$439,700.00**Four hundred thirty-nine thousand, seven hundred dollars and zero cents**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A:	Scope of Work	2	pages
Exhibit B:	Budget Detail and Payment Provisions	2	pages
Exhibit C:	GTC 610: General Terms and Conditions	3	pages
Exhibit D:	Special Terms and Conditions	3	pages
Attachment 1:	Application for Funding/Grant Proposal (<i>by reference</i>)		
Attachment 2:	CalGRIP Year Two Re-Application	15	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

CITY OF OXNARD

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

GREG NYHOFF, City Manager

ADDRESS

**251 S. C Street
Oxnard CA 93030****STATE OF CALIFORNIA**

AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

MARY JOLLS, Deputy Director

ADDRESS

**2590 Venture Oaks Way, Suite 200
Sacramento CA 95833**

**California Department of General
Services Use Only**

☒ Exempt per: **SCM 1, 4.06**

EXHIBIT A SCOPE OF WORK

1. GRANT AGREEMENT – CALIFORNIA GANG REDUCTION, INTERVENTION AND PREVENTION (CalGRIP) GRANT PROGRAM

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and the **City of Oxnard** hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The California Gang Reduction, Intervention, and Prevention (CalGRIP) Program provides grants to cities using a local collaborative effort to reduce gang activity through the use of evidence-based prevention, intervention and suppression activities. Each grant city must designate a lead agency to serve as the implementing agency to administer the grant and coordinate all agencies and community based organizations (CBOs) participating in this project.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Application for Funding/Grant Proposal (*by reference*) and Attachment 2: CalGRIP Year Two Re-Application, which is attached and hereto made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows and as specified in Section I of Attachment 2: CalGRIP Year Two Re-Application:

Authorized Officer with legal authority to sign:

Name: Greg Nyhoff
Title: City Manager
Address: 300 W. Third Street 4th Floor, Oxnard CA 93030
Phone: 805-385-8017

Designated Financial Officer authorized to receive warrants:

Name: Mary Diamond
Title: Police Financial Services Manager
Address: 251 S. C Street, Oxnard CA 93030
Phone: 805-385-7612
Fax: 805-385-7739
Email: mary.diamond@oxnardpd.org

Project Director authorized to administer the project:

Name: Ken Klopman
Title: Youth Safety Coordinator
Address: 555 S. A Street, Suite 265, Oxnard CA 93030
Phone: 805-385-7471
Fax: 805-385-7939
Email: ken.klopman@ci.oxnard.ca.us

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

EXHIBIT A SCOPE OF WORK

4. DATA COLLECTION, PROGRESS REPORTS AND EVALUATION

- A. Grantees will be required to participate in the collection of data on a common set of variables. Data elements may include number of participants served, demographic and other background information, staffing information, program status information, level and intensity of program services, and short-term and intermediate-term outcome information.
- B. Grantee will submit quarterly Progress Reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include the required data listed above, shall be submitted according to the following schedule:

Progress Report Periods

- 1) January 1, 2016 through March 31, 2016
- 2) April 1, 2016 through June 30, 2016
- 3) July 1, 2016 through September 30, 2016
- 4) October 1, 2016 through December 31, 2016

Due no later than:

- May 16, 2016
- August 15, 2016
- November 16, 2016
- February 28, 2017

- C. Grantees shall submit all other reports and data as required by the BSCC.
- D. A Final Local Evaluation Report will be due to the BSCC by March 31, 2018, covering the entire three-year grant cycle. This Final Local Evaluation Report will be based on the goals, objectives and outcome measures laid out in the Local Evaluation Plan (as submitted in April 2015).

5. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Invoicing Periods

Due no later than:

- | | |
|--|-------------------|
| 1) January 1, 2016 through March 31, 2016 | May 16, 2016 |
| 2) April 1, 2016 through June 30, 2016 | August 15, 2016 |
| 3) July 1, 2016 through September 30, 2016 | November 16, 2016 |
| 4) October 1, 2016 through December 31, 2016 | February 15, 2017 |

- B. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an agreement amendment to Grantee to reflect the reduced amount.
- C. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the California Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- B. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- C. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
- 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report;
 - 3) submittal and approval of any additional required reports; and
 - 4) submittal and approval of the final audit of expenditures.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	\$113,900	\$439,700	\$0	\$553,600
2. Services and Supplies	\$5,000	\$0	\$0	\$5,000
3. Professional Services	\$0	\$0	\$0	\$0
4. CBO Contracts (minimum 20% of grant funds)	\$271,800	\$0	\$0	\$271,800
5. Indirect Costs (no more than 10% of grant funds)	\$5,000	\$0	\$0	\$5,000
6. Data Collection / Evaluation (minimum 10% of grant funds)	\$44,000	\$0	\$0	\$44,000
7. Fixed Assets/Equipment	\$0	\$0	\$0	\$0
8. Other (Including Training, Travel, etc.)	\$0	\$0	\$0	\$0
TOTAL	\$439,700	\$439,700	\$0	\$879,400

EXHIBIT C GENERAL TERMS AND CONDITIONS

GTC 610: GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act [Gov. Code

EXHIBIT C GENERAL TERMS AND CONDITIONS

§12990 (a-f) et seq.] and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
 - B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. [Mil. & Vets. Code §999.5(d); Govt. Code §14841.]
- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. [PCC 10344(e).]

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

Grantee is responsible for the project activities identified in Attachment 1: Application for Funding/Grant Proposal (*by reference*) and Attachment 2: CalGRIP Year Two Re-Application. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Application for Funding/Grant Proposal (*by reference*), Attachment 2: CalGRIP Year Two Re-Application, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.

D. Grantee assures that for any subcontract awarded by the Grantee, such as insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit

EXHIBIT D SPECIAL TERMS AND CONDITIONS

tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports, and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 60 days following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding/Grant Proposal or the CalGRIP Year Two Re-Application. Changes shall not be implemented by the project until authorized by the BSCC.

7. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes, but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Application for Funding/Grant Proposal (*by reference*), Attachment 2: CalGRIP Year Two Re-Application or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

- A. In the event of a dispute, Grantee shall file a "Notice of Dispute" with the BSCC Corrections Planning and Programs Division Deputy Director. Within 30 days, the Deputy Director shall meet with the Grantee and the designated BSCC Field Representative for purposes of resolving the dispute.

The appeal shall be in writing and shall:

- 1) state the basis for the appeal;
 - 2) state the action being requested of the Deputy Director; and
 - 3) include any correspondence/documentation related to the cause for dissatisfaction.
- B. The Deputy Director will review the appeal and render a decision on the appeal within 30 calendar days. The decision of the Deputy Director shall be in writing and shall provide rationale for the decision.
- C. If dissatisfied with the decision, the Grantee may file for a review by the BSCC Executive Director. Such request shall be in writing and contain all the elements listed above in Item A.
- D. The decision of the Executive Director shall be final. Notice of the decision shall be mailed to the Grantee.
- E. The procedural time requirement may be waived with written mutual consent of both Grantee and Deputy Director. Grantee shall continue with the responsibilities under this Agreement during any dispute.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §16654 through §16649 to this Grant Agreement and agrees to the following:

- A. No state funds received under the Grant Agreement will be used to assist, promote, or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

**BOARD OF STATE AND COMMUNITY CORRECTIONS
CALIFORNIA GANG REDUCTION, INTERVENTION AND PREVENTION PROGRAM**

APPLICANT INFORMATION FORM

1. APPLICANT CITY

NAME OF CITY

City of Oxnard

CITY DEPARTMENT IMPLEMENTING THE GRANT

Recreation and Community Services / Office of Youth Safety

STREET ADDRESS

555 S. A Street, Suite 265

CITY

Oxnard

STATE

CA

ZIP CODE

93030

MAILING ADDRESS (if different)

555 S. A Street, Suite 265.

CITY

Oxnard

STATE

CA

ZIP CODE

93030

2. NAME OF CalGRIP Project**Project Transformation Pathways (PTP)****3. YEAR TWO FUNDS****\$ 439,700****4. APPLICANT PROJECT DIRECTOR**

NAME AND TITLE

Ken Klopman, Youth Safety Coordinator

TELEPHONE NUMBER

(805) 385-7471

STREET ADDRESS

555 S. A Street., Suite 265

FAX NUMBER

(805) 385-7939

CITY

Oxnard

STATE

CA

ZIP CODE

93030

E-MAIL ADDRESS

ken.klopman@ci.oxnard.ca.us

5. APPLICANT DESIGNATED FINANCIAL OFFICER

NAME AND TITLE

Mary Diamond, Police Financial Services Manager

TELEPHONE NUMBER

(805) 385-7612

STREET ADDRESS

251 S. C Street

FAX NUMBER

(805) 385-7739

CITY

Oxnard

STATE

CA

ZIP CODE

93030

E-MAIL ADDRESS

mary.diamond@oxnardpd.org

PAYMENT MAILING ADDRESS (if different)

251 S. C Street

CITY

Oxnard

STATE

CA

ZIP CODE

93030

6. APPLICANT DAY-TO-DAY CONTACT PERSON

NAME AND TITLE

Lynnette Raya, Administrative Assistant / Office of Youth Safety

TELEPHONE NUMBER

(805) 385-8050

STREET ADDRESS

555 S. A Street, Suite 265

CITY

Oxnard

STATE

CA

ZIP CODE

93030

EMAIL ADDRESS

lynnette.raya@ci.oxnard.ca.us

7. APPLICANT AGREEMENT

By signing this application, I hereby certify that I am vested by the Applicant agency with the authority to enter into contract with the BSCC, and that the grantee will abide by the laws, policies, and procedures governing this funding.

NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN)

Greg Nyhoff, City Manager

STREET ADDRESS

300 W. Third Street (4th Floor)

CITY

Oxnard

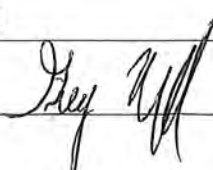
STATE

CA

ZIP CODE

93030

APPLICANT'S SIGNATURE (blue ink only)



DATE

12-2-15

PROJECT INFORMATION – YEAR TWO

A. Project Overview:

Project Transformation Pathways (PTP) is a trauma-informed gang intervention strategy focusing on 15-24 year old gang youth and their families who want change. PTP puts into service the collective resources of community partners to facilitate restoration of hope through a process of capacity-building, healing and transformation.

PTP provides 1) outreach and referrals for the target group, 2) life guidance with relevant wrap-around services, 3) restoration and healing via moral reconnection therapy and traditional/holistic approaches, 4) navigation using transformed youth as "navigators" to mentor youth who are just beginning their own journey of transformation. PTP focuses its energy not simply on youth and families who need change, but rather on youth and families who want change. PTP addresses the whole person – spiritually, mentally, emotionally, and physically – to facilitate a shift in their understanding and helping them to realize that there is a greater life beyond just their neighborhood.

Our trauma-informed approach to personal transformation will 'meet youth' where they are' with culturally competent interventions. Rather than try to reach youth who are perceived to 'need us the most' we will cast a wide net among our partner agencies, schools and programs to identify youth who are motivated to make positive changes. Specific evidence-based program(s) integrated into the project will include Motivational Interviewing (MI), Moral Reconnection Therapy (MRT), as well as several evidence-informed practices including training in the Community Resiliency Model (CRM) of supporting community members traumatized by violence, mindfulness practices to support healing and transformation, and group facilitation using a circle format for community-building, learning and healing.

Once capacity is developed, we will reach youth through a broad range of entry points, including community-based organizations and local government programs (e.g. youth-serving organizations like Pacific Clinic's TAY Tunnel, a drop in center for Transitional Age Youth; the Probation Agency's Evening Reporting Center (ERC) and the Oxnard Boys & Girls Club Teen Center; and the Ventura County Medical Center's Trauma Center). Outreach workers will meet one-on-one with these youth and conduct an intake, an introductory motivational interview (in part to gauge readiness) and assessments of trauma and resiliency. Assessments during these initial contacts will shift the focus from "What's wrong with these young people?" to "What happened to these young people?"

For those who are motivated to continue in our program, Motivational Interviewing, emotional support (one-on-one and in-groups following the indigenous model of the Circle process), and case management offered Life Guides to build connections, motivation for change, and hope. In addition to community-building and emotional support, Life Guides will offer practical support by facilitating access to services within the Alliance partner network through referrals and by including representatives of local partners in learning circles to build understanding and trust. Finally, for those who seek personal transformation and deeper healing, we will address the effects of trauma and gang-involvement through highly intensive Moral Reconation Therapy, structured around 16 objectively defined steps (units) focusing on seven basic treatment issues: confrontation of beliefs, attitudes, and behaviors; assessment of current relationships; reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism; and development of frustration tolerance; and development of higher stages of moral reasoning.

Project Transformation Pathways faced a combination of start-up challenges that ultimately delayed our project start-up, including a need for technical assistance in preparing RFPs and review/scoring instruments, RFP response turn-around time, Office of Youth Safety (OYS) staffing, City submittal calendars, internal review processes and delays, City Council calendaring, as well as simply misjudging the amount of time some of these start-up processes would take. While trying to keep start-up tasks progressing, OYS has also continued to carry out GRIP work of community engagement and organization. OYS has been instrumentally involved in projects including Ambassadors of Peace March & Rally, community peace movement, monthly Outreach Coordinator's Group meetings, monthly Call-in's, My Brother's Keeper (MBK) initiative and action summit, Pyles Boys Camp, community fairs and events, California Cities Violence Prevention Network (CCVPN), and GRIP-related conferences, training, and networking opportunities.

At this point, the RFP/proposal/contract process for the CBO (Interface Children & Family Services) to carry out the direct services activities of the project is in place and ICFS has hired all project staff, met with key project coordinators, made agreements with subcontractors, secured a project office site, and is engaging with the community and partners to share project goals, objectives and information, and have just begun to receive client referrals for services. Likewise, the RFP/proposal process for an independent project evaluator has been completed and a preliminary start-up teleconference has taken place. The execution of the agreement is in process and is expected to be completed within the first week of January 2016. Finally, capacity-building trainings for Motivational Interviewing (MI), Moral Reconation Therapy (MRT), Community Resiliency Model (CRM), Racial and Ethnic Disparity (RED) training have been or are being scheduled to begin early 2016,

invitations/information to community partners has gone out, and trainings should be completed during the first 6-7 months of 2016.

As a result of start-up delays, we anticipate that there will be significant unexpended first year grant funds that were designated for training or CBO staffing. Our intention is to show justification to carryover some unexpended funds so that capacity-building training can still take place and so that outreach, intervention, case management, and mentoring efforts for the remainder of the project can be bolstered to increase reach and impact.

B. Project goals and objectives:

Training: PTP will provide training to 80 community partners in the areas of Community Resiliency Model (CRM), and Trauma-Informed Assessment and Care, and Motivational Interviewing (MI) to build local capacity to offer such services in our community.

- 1) Referrals: Outreach and support to 1,000 gang-involved, -affiliated- or -exposed youth and referrals of targeted youth to community partners and appropriate services including education, job readiness/vocational training, employment, substance abuse, anger management, parenting, counseling, mentoring, etc.
- 2) Life-Guidance: Community support and "life guidance" (case management) for 200 targeted youth and their families.
- 3) Restoration & Healing: Provide intensive counseling to 50 youth who are motivated to heal from trauma.
- 4) Transformation & Mentoring: Grow a local corps of transformed gang youth by provide mentoring opportunities through 10 youth leaders ("navigators") to assist other youth who are just embarking on their own journey of transformation.

C. Partner agencies, roles and responsibilities:

- Interface Children & Family Services (ICFS) – CBO contracted to carry out the direct services activities of the project.
- Barbara Marquez-O'Neil – subcontracted by ICFS to provide training and support to healing circle facilitators.
- City Impact – Contracted by ICFS to provide a Street Team to conduct community outreach and make referrals to targeted youth and their families.
- Victory Life Christian Center/Ventura County Medical Center – subcontracted by ICFS to provide outreach, engagement, and intervention to prevent retaliation victims of gang-violence received as trauma patients at Ventura County Medical Center.
- Trauma Resource Institute - subcontracted by ICFS to provide capacity-building training on Community Resiliency Model (CRM).

- Resource Development Associates – contracted by City to provide project evaluation, annual reports, and comprehensive final report.
- California Cities Violence Prevention Network (CCVPN) – general membership consulted by City for project technical assistance and networking.
- Oxnard Alliance for Community Strength – local network of community partners and local agencies supporting and collaborating with Oxnard's gang-violence reduction strategies in a wide variety of ways including all-partners, policy team, Call-Ins, outreach coordinators group, mural project, "My Brother's Keeper" initiative/action summit, re-entry, JDAI, RED, etc. Alliance members include: City Manager Office, City Council, Police Department, Fire Department, Environmental Resources, Public Works, Graffiti Action Program, Recreation & Community Services, Police Activities League, City Corps, VCDA, VC Probation Agency, Oxnard Union High School District, Oxnard School District, Hueneme School District, Rio School District, Ocean View School District, Ventura County Office of Education, BattleGround INC., Gold Coast Fellowship Church, Young Life Oxnard, Oxnard Rescue Mission/Lighthouse for Women and Children, Casa de Vida, Oxnard Dream Center, Boys & Girls Clubs of Oxnard and Port Hueneme, Pacific Clinics/TAY Tunnel, Ambassadors of Peace, VC Medical Center, Parents of Murdered Children, Goodwill Industries, Juvenile Justice Delinquency Prevention Commission, Ventura County Superior Courts, Ventura County Community College District/Oxnard College, VCHSA, VCPH, VCBH, and many more.

D. Are you proposing any modifications/enhancements to the project in Year Two?

☒ Yes ☐ No

If yes, please describe: As a youth-focused GRIP strategy, we would like to recognize our Project Transformation Pathways (PTP) by a different name that we anticipate will be more appealing to our targeted youth population – Triple R (Recover, Repair, Restore). Additionally, due to some staffing and logistical challenges that delayed our project start-up, we would like to make some timeline adjustments to implement capacity-building training with our community partners. Much of this training will take place in the first quarter of 2016, and we hope to be able to carryover designated unexpended funds from 2015. Additionally, since many CBO staffing position were not filled until late in 2015, there are unexpended personnel funds that we are hopeful to carry over in order to boost our outreach, case-management, counseling, and mentoring efforts for the remainder of the project. We are also contemplating the expansion of the project's stated target population to 12-24 year olds (instead of 15-24 year olds).

PROJECT BUDGET – YEAR TWO

A. Budget Line-Item Totals

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	\$113,900	\$439,700	\$0	\$553,600
2. Services and Supplies	\$5,000	\$0	\$0	\$5,000
3. Professional Services	\$0	\$0	\$0	\$0
4. CBO Contracts (minimum 20% of grant funds)	\$271,800	\$0	\$0	\$271,800
5. Indirect Costs (no more than 10% of grant funds)	\$5,000	\$0	\$0	\$5,000
6. Data Collection / Evaluation (minimum 10% of grant funds)	\$44,000	\$0	\$0	\$44,000
7. Fixed Assets / Equipment	\$0	\$0	\$0	\$0
8. Other (Including Training, Travel, etc.)	\$0	\$0	\$0	\$0
TOTAL	\$439,700	\$439,700	\$0	\$879,400

B. Budget Line-Item Detail

1. SALARIES AND BENEFITS: \$113,900 in grant funding for CY2016.

City Youth Safety Coordinator: The Youth Safety Coordinator (YSC) is a full-time benefited City staff position (Management Analyst II) in the Office of Youth Safety, a part of the Recreation and Community Services department, dedicated 100% to citywide GRIP efforts and project implementation, oversight, and management including: managing subcontracts, overseeing outreach, facilitating, expanding, and maintaining community engagement by informing, consulting with, involving, and collaborating with and empowering the community, identifying potential youth clients in the target population, monitoring project progress, gathering project data, compiling grant and program reports, reporting progress

and challenges to the Coordinating Council, informing community members and partners organizations of the status of gang and youth violence reduction, intervention, and prevention efforts and successes, and making program adjustments as necessary to ensure progress.

- $\$42.73/\text{hour} \times 2080 \text{ hours/year} = \$88,878 + \$17.79/\text{hour}$ benefits (PERS, workers comp, medical, dental, & Medicare) $\times 2080 \text{ hours/year} = \$37,003$.
- **Year 2 (2016) at 65% = \$81,900** [Year 1 (2015) at 75% = \$94,500; Year 3 (2017) at 55% = \$69,300; 3-Year project total = \$245,700]

City Administrative Assistant: The Administrative Assistant is a half-time benefited City staff position (Administrative Assistant) in the Office of Youth Safety, a part of the Recreation and Community Services department, dedicated 100% to citywide GRIP efforts and project support including assistance with gathering grant progress reports from project partners, grant data collection and compilation, managing project data bases, compiling statistics, assisting with grant reporting, scheduling meetings and events, fielding calls and other project inquiries, maintaining OYS websites, and other clerical and support functions.

- $\$35.22/\text{hour} \times 1040 \text{ hours/year} = \$36,629 + \$5.28/\text{hour}$ benefits (PERS, workers comp, medical, dental, & Medicare) $\times 1040 \text{ hours/year} = \$5,491$.
- **Year 2 (2016) at 75% = \$32,000** [Year 1 (2015) at 100% = \$42,500; Year 3 (2017) at 50% = \$21,500; 3-Year project total = \$96,000]

Gang Suppression/Enforcement Unit: Project Transformation Pathways (PTP) is a gang-intervention strategy focusing on all gang-involved, gang-affiliated, and gang-exposed youth, ages 15-24. Because PTP places a special emphasis upon facilitating personal transformation for those individuals who want change,

the initial impact of PTP is expected to be more readily apparent on a micro level with individual participants rather than on a macro community-wide level.

The micro impact will be seen, for example, in individual survey responses as well as in individuals who have experienced a reduction in the number of police contacts and arrests, met their educational goals, gained employment, completed parenting, substance abuse, and anger management classes, participated in therapy, circles, and other holistic or non-traditional approaches. Macro changes will be seen in community surveys measuring perceptions of community safety as well as citywide statistics on gang homicides, violent assaults, arrests, etc.

Because readiness for change is part of an individual's personal journey, there will always remain a great number of gang-involved youth who are not ready for, committed to, or seeking transformation, and for them, suppression and enforcement is the most effective and appropriate approach until they are ready to consider change. The elements of PTP provide the Intervention and Prevention components of the City's CalGRIP efforts while the Oxnard Police Department is committed to contributing to the reduction component by deploying two full-time teams of gang officers to conduct suppression and enforcement activities to augment this project. PTP requires no grant resources to fund the suppression/enforcement efforts; this will be provided on a cash-match basis via the salaries of one of the two gang suppression teams, which includes one Police Commander (\$55.65/hour), one Police Sergeant (\$37.29/hour), one Senior Police Officer (\$35.48/hour), and seven Police Officer II's (\$32.11/hour). The total salaries of this team is in excess of \$801,500 annually; 6½ of the POII

positions alone meets the City's cash-match commitment of **\$439,700/year**; 3-

Year project total = \$1,319,100.

2. SERVICES AND SUPPLIES: \$5,000 in grant funding for CY2016.

Narrative: This budget line item will be used for undetermined expenses including office supplies, printing, presentation materials, public education and information materials (flyers, brochures, business cards, etc.) **\$5,000/year**; 3-Year project total = \$15,000

3. PROFESSIONAL SERVICES: n/a

4. CBO CONTRACT: \$271,800 in grant funding for CY2016 (62% of Year 2 funding).

Narrative: Interface Children and Family Services (ICFS) has been contracted by the City to provide program implementation and carry out the direct services activities of the grant project, including 1) training for network partners to build capacity in addressing youth violence; 2) outreach to identify and assess gang-involved and gang-exposed youth; 3) one-on-one motivational interviews; 4) support/facilitation (in the Learning Circle format); 5) information and referral to partner agencies (including job-training and placement services); 6) Moral Reconnection Therapy; 7) leadership opportunities for program "Navigators" (mentors); 8) coaching/supervision for MI and MRT implementation, Life Guides and Navigators; and 9) attend Reducing Racial and Ethnic Disparity training. **Year 2 (2016) = \$271,800** [Year 1 (2015) = \$207,900; Year 3 (2017) = \$284,900; 3-Year project total = \$764,600.

DESCRIPTION	RATES	YEAR 2 AMOUNT (2016)	3-YEAR TOTAL
CBO Project Manager FTE*, 1040 hrs Yr 1; 2080 Yrs 2 & 3	\$23.50/hr	\$48,880	\$122,200
Intervention Supervisor .10FTE, 104 hrs Yr 1; 208 hrs Yrs 2 & 3	\$28.00/hr	\$5,824	\$14,560

Intake Office Assistant .50FTE, 520 hrs Yr 1; 1040 hrs Yrs 2 & 3	\$17.00/hr	\$17,680	\$44,200
Life Guides (Mentors) .50FTE x 2, 1040 hrs Yr 1; 2080 hrs Yrs 2 & 3	\$17.00/hr	\$35,360	\$88,400
Treatment Facilitators .50FTE, 520 hrs Yr 1; 1040 hrs Yrs 2 & 3	\$18.50/hr	\$19,240	\$48,100
Database Coordinator .10FTE, 104 hours Yr 1; 208 hrs Yrs 2 & 3	\$24.00/hr	\$4,992	\$12,480
Administrative Support .10FTE, 104 hrs Yr 1; 208 hrs Yr 2; 250 hrs Yr 3	\$25.00/hr	\$5,200	\$14,050
Human Resources Assistant .04FTE, 43 hrs Yr 1; 88 hrs Yr 2 & 3	\$16.00/hr	\$1,376	\$3,440
Clinical Director .122FTE, 95 hrs Yr 1; 62.6 hrs Yr 2; 190 hrs Yr 3	\$46.00/hr	\$2,415	\$15,525
Executive Director .019FTE, 26 hrs Yr 1; 21 hrs Yr 2; 52 hrs Yr 3	\$86.53/hr	\$1,800	\$8,550
Employee Benefits Rates shown above include: 21% for FTEs working 30+ hours/week; 11% for PT employees working less than 30 hours/week; FICA 8.2%; Medi-Care 1.46%; SUI 1%; Workers Comp 1.6%; Med/Dental/Vision 10.85%		\$22,752	\$59,946
STAFF SUBTOTAL		\$165,520	\$431,450
Rent For PTP office space, 280 W. Fourth Street, Oxnard	623sf x \$1.45/sf	\$10,845	\$27,113
Training Facilities Supplies, materials, refreshments for MI, MRT & CRM trainings	\$2,500/trg	-0-	\$7,500
Utilities Gas, electricity, water	\$75/mo	\$900	\$2,250
Janitorial For project space only	\$200/mo	\$2,400	\$6,000
Office Supplies	\$172/mo	\$2,026	\$5,150
Copying & Faxing	\$250/mo	\$3,000	\$7,500
Marketing & Promotional Materials		\$2,000	\$7,000
Phones & Internet includes internal, landline, cellular, remote communications, etc.	\$600/mo	\$7,200	\$18,000
Net Management Services Includes IT & IS support for all project staff	\$257.50/mo	\$3,039	\$7,725
Tier Licenses Licensing fees related to use of Case Mgmt. info system & related expenses	\$274.70/mo	\$3,242	\$8,241
Insurance General, professional liability and other business insurance premiums	\$50/mo	\$600	\$1,500
Auditing Annual audit prep and fees	\$2,000/yr	\$2,000	\$5,000
Travel Including mileage, parking, transportation, auto rentals & associated travel expenses	433 miles/mo X \$0.40/mile	\$2,080	\$5,200
Interpreter Services (subcontract) To facilitate meetings & trainings with partners requiring ASL, Spanish, or Mixtec interpreters. 47.7 hrs Yr 1; 27.3 hrs Yrs 2 & 3	\$86.05/hr	\$2,349	\$8,803
CRM training (subcontract) Community Resiliency Model trainings with Trauma Resource Institute		-0-	\$25,000
MI & Trauma-Informed Care Training (subcontract) MI & TIC trainings with Center for Community Development		-0-	\$30,000
City Impact (subcontract) To provide two trained PT street outreach workers. 520 hrs Yr 1; 2080 hrs Yrs 2 & 3	\$25.00/hr	\$52,000	\$117,000
Healing Circles (subcontract) Support and training of facilitators in healing circle process. 67 hrs Yr 1; 38 hrs Yrs 2 & 3	\$65.00/hr	\$2,340	\$8,385
Trauma Outreach (subcontract) Outreach/intervention workers provide engagement and intervention to trauma patients at VCMC to interrupt cycle of violence. 240 hrs Yr 1; 480 hrs Yrs 2 & 3	\$20.00/hr	\$9,600	\$24,000
Peer Navigators (subcontract) Stipends for "at promise" youth serving as peer "Navigators" (mentors). 65 hrs Yr 2; 132 hrs Yr 3	\$10.00/hr	\$660	\$1,980
Project Start-Up Costs		-0-	\$9,803
NON-STAFF SUBTOTAL		\$106,280	\$333,150
CBO TOTALS		\$271,800	\$764,600

*FTE = Full-Time Employee

5. INDIRECT COSTS: \$5,000 in grant funding for CY2016.

Narrative: An administrative fee will be allocated for the City of Oxnard (Grants Management) to track and distribute grant funds, maintain financial records, manage budget amendments, complete financial reports, and manage audits. **\$5,000/year;** 3-Year project total = \$15,000

6. DATA COLLECTION AND EVALUATION: \$44,000 in grant funding for CY2016.

Narrative: An independent evaluator, Resource Development Associates is being contracted by the City to develop or adapt data collection tools; train project staff to use evaluation tools; receive and analyze data; and generate annual reports as well as a comprehensive final report for the City. **Year 2 (2016) = \$44,000** [Year 1 (2015) = \$44,000; Year 3 (2017) = \$54,000; 3-Year project total = \$142,000.

7. FIXED ASSETS/EQUIPMENT: n/a

8. OTHER: n/a

**The Oxnard ALLIANCE for Community Strength
POLICY TEAM**

Tim Flynn, Mayor	City of Oxnard	(805) 385-7430	timbflynn@gmail.com
Carmen Ramirez, Mayor Pro Tem	City of Oxnard	(805) 385-7430	carmen4oxnard@gmail.com
Jeri Williams, Chief of Police	Oxnard Police Dept.	(805) 385-7640	jeri.williams@oxnardpd.org
John Zaragoza, Co. Supervisor, 5 th District	County of Ventura Board of Supervisors	(805) 654-2613	john.zaragoza@ventura.org
Kathy Long, Co. Supervisor, 3 rd District	County of Ventura Board of Supervisors	(805) 654-2276	kathy.long@ventura.org
Greg Totten, District Attorney	County of Ventura District Attorney's Office	(805) 654-2501	greg.totten@ventura.org
Mark Varela, Director/Chief Probation Officer	County of Ventura Probation Agency	(805) 654-2100	mark.varela@ventura.org
Barry Fisher, Director	County of Ventura Health Care Agency	(805) 677-5110	barry.fisher@ventura.org
Barry L. Zimmerman, Director	County of Ventura Human Services Agency	(805) 477-5301	barry.zimmerman@ventura.org
Geoff Dean, Sheriff	County of Ventura Sheriff's Office	(805) 981-5967	geoff.dean@ventura.org
Tim Hagel, Commander	County of Ventura, Sheriff's Office		tim.hagel@ventura.org
Dr. Jerry Dannenberg, Superintendent	Hueneme (Elementary) School District	(805) 488-3588 x101	jdannenberg@huensd.k12.ca.us
Irma Villanueva	Hueneme (Elementary) School District	(805) 488-3588	ivillanueva@huensd.k12.ca.us
Dr. Cesar Morales, Superintendent	Oxnard (Elementary) School District	(805) 487-3918	drcmorales@oxnardsd.org
Wanda Kelly	Rio School District		wkelly@rio.k12.ca.us
Dr. John D. Puglisi, Superintendent	Rio (Elementary) School District	(805) 981-7707	jpuglisi@rio.k12.ca.us
Steve Dickinson, Interim	Oxnard Union High	(805) 385-2500	steve.dickinson@ouhdsd.k12.ca.us

Superintendent	School District		
Dr. Craig W. Helmstedter, Superintendent	Ocean View (Elem.) School District	(805) 488-4441	chelmstedter@oceanviewsd.org
Lorrie Marston, Counselor	Ocean View (Elem.) School District	(805) 488-4441	lmarston@oceanviewsd.org
Julie Campos, Chapter Member	Parents of Murdered Children Ventura Co.	(805) 302-7978	mydanny82@yahoo.com
Dr. Thomas Duncan, Trauma Director	Ventura County Medical Center	(805) 652-6201	thomas.duncan@ventura.org
Stanley Mantooth, Superintendent	Ventura County Office of Education	(805) 383-1901	mantooth@vcoe.org
Elaine Curry, Director	Ventura Co. Partnership for Safe Families & Communities		emcurry@aspiranet.org
Dave Wilson, Pastor	Oxnard Clergy Council	(805) 469-0281	oxnardbiblechurch@msn.com
Rigoberto Vargas, Director	County of Ventura Public Health	(805) 981-5328	rigoberto.vargas@ventura.org
Claudia Harrison, Executive Director	First 5 Ventura County		charrison@first5ventura.org
Melony Roy, Chief Deputy Director	County of Ventura Behavioral Health		meloney.roy@ventura.org
Luis Mancha, Police Sergeant	Oxnard Police Dept. Youth Services Unit	(805) 207-9056	luis.mancha@oxnardpd.org
Terrel Harrison, Director/ Interim Recreation Superintendent	Oxnard Police Activities League (PAL)	(805) 276-2999	terrel.harrison@ci.oxnard.ca.us
*Barbara Marquez-O'Neill	ALLIANCE Consultant	(805) 746-0391	bjmarquez@aol.com
*Doug Green	ALLIANCE Consultant	(805) 216-4149	doug@dhgreen.com
*Maria Hurtado	Assistant City Manager	(805) 385-7478	Maria.hurtado@ci.oxnard.ca.us
*Sonia Kroth, Community Relations	County of Ventura Human Services Agency	(805) 477-5337	sonia.kroth@ventura.org
*Patricia Olivares, Chief Deputy Probation Officer	County of Ventura Probation Agency	(805) 654-2115	patricia.olivares@ventura.org

*Amelia Sudgen, Principal	Harrington Elem School	(805) 385-1542	asugden@oxnardsd.org
*Richard Duarte, Superintendent (Ret.), Oxnard School District	Ventura County Regional P-16 Council	(805) 890-8373	rduarte10@roadrunner.com
*KerryAnn Varela, Prevention & Early Intervention Manager	County of Ventura Behavioral Health	(805) 981-8463	kerryann.varela@ventura.org
*Greg Barnes, Director	City of Oxnard Oxnard City Corps	(805) 385-7995	greg.barnes@ci.oxnard.ca.us
*Ken Klopman, Youth Safety Coordinator	City of Oxnard, City Manager's Office, Office of Youth Safety	(805) 432-9916	ken.klopman@ci.oxnard.ca.us

* Tech Team members

Rev. 2015-11-25

Board of State and Community Corrections - Project Contact Information			
Grantee:	City of Oxnard	Grant Number:	BSCC 817-14
Grant Name:	California Gang Reduction, Intervention and Prevention (Cal-GRIP)		
Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. NOTE: If you use a P.O. Box, a street address is also required for package delivery and site visit purposes.			
1. The Project Director for the project: (Designee with signing authority)			
Name:	Ken Klopman	Title:	Youth Safety Coordinator
Telephone/Fax:	ofc (805) 385-7471 / cell (805) 432-9916	Email:	ken.klopman@ci.oxnard.ca.us
Address:	555 S. A Street, #265, Oxnard, CA 93030		
2. The person having Routine Programmatic responsibility for the project:			
Name:	Ken Klopman	Title:	Youth Safety Coordinator / OYS
Telephone/Fax:	ofc (805) 385-7471 / cell (805) 432-9916	Email:	ken.klopman@ci.oxnard.ca.us
Address:	Office of Youth Safety, 555 S. A Street, #265, Oxnard, CA 93030		
3. The Financial Officer for the project: (Person Authorizing Financial Reports)			
Name:	Mary Diamond	Title:	Financial Svcs Mgr, Oxnard PD
Telephone/Fax:	(805) 385-7612	Email:	mary.diamond@oxnardpd.org
Address:	Oxnard PD, 251 S. C Street, Oxnard, CA 93030		
4. The Day-to-Day Fiscal Contact for the project: (Person preparing Financial Reports)			
Name:	Amy Van Atta	Title:	Grants Specialist, Oxnard Fire
Telephone/Fax:	(805) 385-8369	Email:	amy.vanatta@oxnardpd.org
Address:	Oxnard FD, 360 W. Second Street, Oxnard, CA 93030		
5. The Executive Director of a nonprofit organization or the Chief Executive Officer (i.e., chief of police, superintendent of schools) of the implementing agency:			
Name:	Eric Sternad	Title:	Executive Director / Interface
Telephone/Fax:	(805) 485-6114	Email:	esternad@icfs.org
Address:	Interface Children & Family Svcs, 4001 Mission Oaks Blvd., Suite 1, Oxnard, CA 93012		
6. The Official Designated by the Governing Board to enter into the Grant Award Agreement for the city/county or Community-Based Organization, as stated in the Standard Agreement (STD 213):			
Name:	Greg Nyhoff	Title:	City Manager, City of Oxnard
Telephone/Fax:	(805) 385-8017	Email:	greg.nyhoff@ci.oxnard.ca.us
Address:	City of Oxnard, City Mgrs Ofc, 300 W. Third Street (4th Floor), Oxnard, CA 93030		
7. The chair of the Governing Board of the recipient:			
Name:	Tim Flynn	Title:	Mayor, City of Oxnard
Telephone/Fax:	(805) 340-1922	Email:	timbflynn@gmail.com
Address:	City of Oxnard, Office of the Mayor, 300 W. Third Street (4th Floor), Oxnard, CA 93030		
8. Additional Project Contact (Optional):			
Name:	Lynnette Raya	Title:	Admin Asst / OYS
Telephone/Fax:	ofc (805) 386-8050 / cell (805) 320-3311	Email:	lynnette.raya@ci.oxnard.ca.us
Address:	Office of Youth Safety, 555 S. A Street, #265, Oxnard, CA 93030		
Name of Person Completing Report:		Ken Klopman	
Title:		Youth Safety Coordinator, Ofc of Youth Safety	
Phone Number:		(805) 385-7471	

BSCC Recvd:

BSCC Form 227 (Revised 5/13)

SUBMIT



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public
Hearing**

AGENDA ITEM NO.: 1

DATE: June 14, 2016

TO: City Council

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

FROM: Ashley Golden, Development Services Director

SUBJECT: Recovery of Nuisance Abatement Costs

CONTACT: Steve Newman, Development Services
Steve.Newman@oxnard.org, 385-7914

RECOMMENDATION:

That City Council: 1) conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for nuisance abatement costs, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

BACKGROUND

Oxnard City Code (OCC) Sections 7-17 and 7-18, inclusive, set forth the procedures for recovering nuisance abatement costs incurred by the City in abating public nuisances. OCC Section 7-13 provides that nuisance abatement costs, including any notice and appeal costs, shall be paid by the person creating, causing, committing or maintaining the nuisance.

Furthermore, OCC Section 7-14 provides that nuisance abatement costs shall be a lien against the property on which the nuisance is maintained, as well as a personal obligation of the property owner.

Recovery of Nuisance Abatement Costs

June 14, 2016

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In accordance with OCC Sections 7-4 through 7-8, a notice to abate was mailed to each property owner. The notice also informed the property owner of their right to appeal and that a written request for an appeal before a hearing officer must be received by the City Clerk within 10 days of receiving this notice. No requests for appeal were received. Two properties were deemed emergency abatements and not eligible for appeal: 1) 6200 Perkins Road, ordered by the Building department and the City Attorney due to a second fire on the property, and 2) 337 E First Street, ordered by the Police Department due to an unsafe and unsecure building requiring emergency board up.

Pursuant to OCC Section 7-16, the 2015 Nuisance Abatement Report (Attachment A) was posted at City Hall, 305 West Third Street, on May 31, 2016, Pursuant to OCC Section 7-17, the City Council is to consider objections by any property owner whose property is to be assessed with nuisance abatement costs as set forth in the cost report. Appropriate adjustments to the cost report may be made at the City Council's direction.

Upon approval of the 2015 Nuisance Abatement Report, the City Manager shall file a certified copy of the report with the Ventura County Auditor-Controller in order to enter the nuisance abatement costs as special assessments on the fiscal year 2016-2017 property tax roll.

FINANCIAL IMPACT

Approval of the 2015 Nuisance Abatement Report and the placement of the special assessments on the Ventura County 2016-17 property tax roll will enable the City to recover \$78,682 in nuisance abatement costs incurred in 2015.

ATTACHMENTS:

Attachment A - 2015 Nuisance Abatement Report

2015 NUISANCE ABATEMENT REPORT

The City has abated nuisances on the following properties in accordance with Oxnard City Code Chapter 7.

<u>PROPERTY OWNER</u>	<u>LIEN PARCEL NO.</u>	<u>CLEAN UP DATE</u>	<u>TOTAL DUE</u>
CLARENCE W HAACK 6200 PERKINS RD OXNARD, CA 93033	2310032165 6200 PERKINS RD NOTICE DATE:	10/8/2014	ABATEMENT COSTS: \$73,266.07 NOTICE COSTS: \$ 50.00 APPEAL COSTS: TOTAL COSTS: \$73,316.07
ANGEL ALVARADO SHELLEY BRYSON 397 HUPA ST VENTURA, CA 93001	2010111140 N HAYES AVENUE NOTICE DATE:	3/17/2015	ABATEMENT COSTS: \$ 375.00 NOTICE COSTS: \$ 50.00 APPEAL COSTS: TOTAL COSTS: \$ 425.00
ANGEL ALVARADO SHELLEY BRYSON 397 HUPA ST VENTURA, CA 93001	2010111140 N HAYES AVENUE NOTICE DATE:	6/23/2015	ABATEMENT COSTS: \$ 297.50 NOTICE COSTS: \$ 50.00 APPEAL COSTS: TOTAL COSTS: \$ 347.50
ANGEL ALVARADO SHELLEY BRYSON 397 HUPA ST VENTURA, CA 93001	2010111140 N HAYES AVENUE NOTICE DATE:	8/20/2015	ABATEMENT COSTS: \$ 350.00 NOTICE COSTS: \$ 50.00 APPEAL COSTS: TOTAL COSTS: \$ 400.00
JBGR INVESTMENTS LLC 1105 WALNUT DR OXNARD, CA 93030	2010111330 337 E FIRST ST NOTICE DATE:	6/23/2015	ABATEMENT COSTS: \$1,023.90 NOTICE COSTS: \$ 50.00 APPEAL COSTS: TOTAL COSTS: \$1,073.90
JBGR INVESTMENTS LLC 1105 WALNUT DR OXNARD, CA 93030	2010111330 337 E FIRST ST NOTICE DATE:	8/20/2015	ABATEMENT COSTS: \$ 395.24 NOTICE COSTS: \$ 50.00 APPEAL COSTS: TOTAL COSTS: \$ 445.24
CHICAGO TITLE INSURANCE CO P.O.BOX 45023 JACKSONVILLE, FL 32232-5023	1830342215 1530 UKIAH ST NOTICE DATE:	6/24/2015	ABATEMENT COSTS: \$2,624.72 NOTICE COSTS: \$ 50.00 APPEAL COSTS: TOTAL COSTS: \$2,674.72

POSTED 05-31-16
by Duane Koziel
City Clerk's office

Post until 06-15-2016



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public
Hearing**

AGENDA ITEM NO.: 2

DATE: June 14, 2016

TO: City Council

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

FROM: Ashley Golden, Development Services Director

SUBJECT: Recovery of Civil Citation Fines

CONTACT: Steve Newman, Development Services
Steve.Newman@oxnard.org, 385-7914

RECOMMENDATION:

That City Council: 1) conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

BACKGROUND

Oxnard City Code (OCC) Sections 7-50 to 7-64, inclusive, set forth the procedures for recovering fines levied by the City in the form of civil citations for City Code violations. OCC Section 7-52 provides that civil citation fines be paid by the person who received the citation. Furthermore, OCC Section 7-64(E) provides that fines may be recovered as a special assessment against the property of the person who received the citation. Pursuant to OCC Section 7-64, notice has been given to each responsible property owner of this assessment hearing.

Pursuant to OCC Section 7-64(H), the City Council is to consider objections by any property owner whose property is to be assessed with civil citation fines as set forth in the cost report. Appropriate adjustments to the cost report may be made at the City Council's direction.

The purpose of this hearing is not to determine the validity of the underlying civil citations. Under the OCC, those cited have a right to preliminary review of their civil citation, a full

Recovery of Civil Citation Fines

June 14, 2016

Page 2

administrative hearing, and judicial review of the citation. The citations that are the subject of the cost report have either not been appealed or have been previously appealed through this process. In either case, the appeal process for these citations is concluded. The only issue now before the City Council is objections to the cost report from those liable for the proposed assessment.

The 2015 Civil Citation Cost Report (Attachment A) lists eight property owners and \$12,225 in fines to be recovered. The number of owners and the total dollar amount are down from previous years due to the Code Compliance Division's enhanced emphasis on community outreach and education. These efforts have led to an increased level of compliance and also minimized the amount of citations issued to property owners.

Upon approval of the cost report, the City Manager shall file a certified copy of the cost report with the Ventura County Auditor-Controller in order to enter the civil citation fines as special assessments on the fiscal year 2016-2017 property tax roll.

FINANCIAL IMPACT

Approval of the 2015 Civil Citation Cost Report and the placement of the special assessments on the Ventura County 2016-2017 property tax roll will allow for the collection of \$12,225 in outstanding revenue.

ATTACHMENTS:

Attachment A - Civil Citation Cost Report

2015 CIVIL CITATION COST REPORT

The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

PROPERTY OWNER	LIEN PARCEL NO.		TOTAL FINE ON LIEN
Nellie Amaro 239 Doris Ave Oxnard, CA 93030	2000244060 239 Doris Ave CITATION NO. 47328	ISSUED DATE: 4/7/2015	FINE AMOUNT: \$ 400.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 425.00
Nellie Amaro 239 Doris Ave Oxnard, CA 93030	2000244060 239 Doris Ave CITATION NO. 47334	ISSUED DATE: 7/15/2015	FINE AMOUNT: \$ 200.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 225.00
Nellie Amaro 239 Doris Ave Oxnard, CA 93030	2000244060 239 Doris Ave CITATION NO. 47341	ISSUED DATE: 9/3/2015	FINE AMOUNT: \$ 400.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 425.00
Bardo & Arminda Garcia 653 So. Oxnard Blvd Oxnard, CA 93030	2000252150 550 No. A St CITATION NO. 47114	ISSUED DATE: 3/3/2015	FINE AMOUNT: \$ 400.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 425.00
Bardo & Arminda Garcia 653 So. Oxnard Blvd Oxnard, CA 93030	2000252150 550 No. A St CITATION NO. 47123	ISSUED DATE: 4/21/2015	FINE AMOUNT: \$ 800.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 825.00
Carlos F Guerrero 764 Leavens Ct Santa Paula, CA 93060	2010032200 502 No Mckinley Ave CITATION NO. 47233	ISSUED DATE: 2/25/2015	FINE AMOUNT: \$ 200.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 225.00
Carlos F Guerrero 764 Leavens Ct Santa Paula, CA 93060	2010032200 502 No Mckinley Ave CITATION NO. 47238	ISSUED DATE: 4/9/2015	FINE AMOUNT: \$ 400.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 425.00
Carlos F Guerrero 764 Leavens Ct Santa Paula, CA 93060	2010032200 502 No Mckinley Ave CITATION NO. 47250	ISSUED DATE: 5/12/2015	FINE AMOUNT: \$1,000.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$1,025.00
Pedro Hernandez 1339 W Iris St Oxnard, CA 93030	2030231325 1339 Iris St CITATION NO. 44281	ISSUED DATE: 9/17/2015	FINE AMOUNT: \$1,000.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$1,025.00
Adan Ipatzi 1613 Penny Way Oxnard, CA 93030	2010312155 1467 Morris St CITATION NO. 47231	ISSUED DATE: 2/25/2015	FINE AMOUNT: \$ 600.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 625.00
Adan Ipatzi 1613 Penny Way Oxnard, CA 93030	2010312155 1467 Morris St CITATION NO. 47239	ISSUED DATE: 4/9/2015	FINE AMOUNT: \$1,500.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$1,525.00
Adan Ipatzi 1613 Penny Way Oxnard, CA 93030	2010312155 1467 Morris St CITATION NO. 47761	ISSUED DATE: 10/13/2015	FINE AMOUNT: \$1,500.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$1,525.00
Desiderio Pantoja 1447 South D St Oxnard, CA 93030	2010031130 458 No Roosevelt Ave CITATION NO. 48651	ISSUED DATE: 10/29/2015	FINE AMOUNT: \$1,000.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$1,025.00
Luis Enrique Rodriguez 120 North I St Oxnard, CA 93030	2000321110 345 Deodar Ave CITATION NO. 44277	ISSUED DATE: 5/15/2015	FINE AMOUNT: \$ 100.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 125.00
Luis Enrique Rodriguez 345 Deodar Ave Oxnard, CA 93030	2000321110 345 Deodar Ave CITATION NO. 44947	ISSUED DATE: 7/24/2015	FINE AMOUNT: \$ 400.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 425.00
Luis Enrique Rodriguez 345 Deodar Ave Oxnard, CA 93030	2000321110 345 Deodar Ave CITATION NO. 44287	ISSUED DATE: 12/8/2015	FINE AMOUNT: \$ 900.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$ 925.00
Maria Velasquez 428 South F St Oxnard, CA 93030	2020075110 428 South F St CITATION NO. 45996	ISSUED DATE: 1/5/2015	FINE AMOUNT: \$1,000.00 LATE FEE: \$ 25.00 PARTIAL PAYMENT TOTAL FINE: \$1,025.00