

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, 305 West Third Street 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.ci.oxnard.ca.us.



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

July 7, 2015

4:30 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – (Please see Page 4 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Employee of the Second Quarter 2015

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

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.ci.oxnard.ca.us.

July 7, 2015

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G. 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.

H. 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.

I. INFORMATION/CONSENT AGENDACity Manager Department1. SUBJECT: Agreements for City Council Review. (001)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached 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

General Services Department2. SUBJECT: Approval of Responsible Responsive Bid and Authorization to Issue and Execute a Contract for GS15-28 for Oxnard Transit Center (OTC) Bus Islands Re-roofing. (005)

RECOMMENDATION: Award contract to the responsible and responsive bidder, Best Contracting Services, Inc. (A-7991) in the amount of \$177,400 for GS15-28 to re-roof the Bus Islands located at the Oxnard Transit Center, 200 East Fourth Street and authorize the purchasing agent to execute the contract upon receipt of final documents.

Legislative Body: CC

Contact: Michael Henderson

Phone: 385-7950

J. PUBLIC HEARINGS – 6:15 P.M.Housing Department1. SUBJECT: Public Hearing for Issuance of Multifamily Housing Revenue Bonds for Las Cortes, located at Northeast Corner of Marquita Street and First Street. (041)

RECOMMENDATION: 1) Hold a public hearing regarding the issuance of up to \$35,000,000 of multifamily housing revenue bonds by the California Statewide Communities Development Authority to finance the development and construction of Las Cortes, a 144-unit multi-family rental housing project located at the north-east corner of Marquita Street and First Street; and 2) Adopt a resolution approving the issuance of bonds.

Legislative Body: CC

Contact: Karl Lawson

Phone: 385-8095

K. APPOINTMENT ITEMS

L. REPORTS**Police Department**

1. **SUBJECT:** Memorandums of Understanding between Various Local School Districts and the City of Oxnard Police Department. (047)

RECOMMENDATION: Approve and authorize the City Manager to execute the Memorandums of Understanding (MOU) (7089-15-PO) between the Rio School District (6663-14-PO), Hueneme School District (6661-14-PO), Oxnard School District (6679-14-PO) and Oxnard Union High School District (6665-14-PO) for the School Resource Officer (SRO) Program.

Legislative Body: CC

Contact: Sgt. Luis Mancha

Phone: 385-7625

Recreation and Community Services Department

2. **SUBJECT:** Agreement with the Oxnard School District to Receive Grant Funds from the State After School Educational and Safety Grant to Operate the Oxnard Scholars After School Program in FY15-16. (059)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement with the Oxnard School District (A-7790) for the City to receive an amount not to exceed \$2,130,000 to provide after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at 20 schools in FY 2015-2016; and 2) Approve a special budget appropriation in the amount of \$2,130,000 from the After School Education and Safety (ASES) Program.

Legislative Body: CC

Contact: Terrel Harrison

Phone: 385-7995

M. 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.

**N. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS****O. 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.

P. 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.

Q. STUDY SESSION**C. CLOSED SESSION – Continued from Page 1****1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.****CC** (Government Code section 54956.9 (d)(1))Name of case: California Public Utilities Commission Application 14-11-016

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is for the City Council to confer with its legal counsel regarding the Application of Southern California Edison Company (U338E) for Approval of the Results of its 2013 Local Capacity Requirements Request for Offers for the Moorpark Sub-Area.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**CC** (Government Code section 54956.9 (d)(1))Name of case: In the Matter of: Application of the Puente Power Project, Docket No. 15-AFC-01

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is for the City Council to confer with its legal counsel regarding the City of Oxnard's Petition to Intervene.

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**CC** (Government Code section 54956.9 (d)(1))Name of case: Guillermo Ramirez v. Oxnard Police Department, et al.

United States District Court, Case No. CV13-01615-MWF-AN

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

R. ADJOURNMENT

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Greg Nyhoff, City ManagerAgenda Item No. I-1Reviewed By: City ManagerCity Attorney SMFFinance W

Other (Specify) _____

DATE: June 26, 2015**TO:** City Council**FROM:** Greg Nyhoff, City Manager
City Manager's Office**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.

DISCUSSION

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 - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

City Manager Contract List for 07/07/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Recreation & Community Services Gregory Barnes	FOOD Share, Inc. Agreement No. A-7781	FOOD Share, Inc. Agreement for Senior Nutrition Home Delivery Program FOOD Share delivers meals to homebound seniors through the City's Senior Nutrition Home Delivery program. Currently 93 seniors are enrolled in the program with an extensive waiting list. FOOD Share also stores the food on site. Meals are delivered weekly or bi-weekly depending on freezer space at the seniors home. Cost per delivery is \$14.25. FOOD Share, Inc. is a non-profit organization that subsidizes the program in the amount of \$22,029.64 annually. The truck that FOOD Share uses for deliveries was also purchased by the City of Oxnard and the City of Ventura using Ventura County Area Agency on Aging Grant funds. This is a three year agreement. The Senior Nutrition Grant contributes \$24,721 annually with the remainder of the funding contributed through Measure O in the amount of \$23,612 annually. Total Contract Amount: \$145,000 FundingSource: Senior Nutrition Grant (\$24,721 annually) & Measure O (\$23,612 annually)	\$145,000
B	Original Agreement	Fire Stephanie Huhn, RN	Performance Wellness and Injury Prevention, Inc. Agreement No. 7152-15-FI	Fitness Services To provide Fitness Services (quarterly and annual evaluations) as part of the Fire Department's Wellness/Fitness Program. The term of agreement is for three (3) years. An RFP process was completed. Performance was the only proposal received. The proposal was reviewed by the Fire Department Safety/Wellness Committee. The current local vendor, Performance Therapy, was chosen. The agreement is not to exceed \$70,000 per year, for 3 years, for a total of not to exceed \$210,000. Total Contract Amount: \$210,000 FundingSource: General Fund	\$210,000

ATTACHMENT 1
PAGE 1 OF 2

City Manager Contract List for 07/07/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
C Amendment	City Manager Tom Clock	Sunguard Public Sector Agreement No. 5026-10-CM	Extend Agreement with new rates Provide Disaster Recovery Services for Sungard Public Sector Applications that currently run on the iSeries platform. This is a monthly service that provides real time backup of the entire iSeries to a remote location in Florida. The data can be accessible via the Internet within hours in the event of a disaster, and no data would be lost. When choosing Sungard Public Sector, one of the determining factors was that Sungard Public Sector has a dedicated disaster recovery infrastructure allowing for data replication. Sungard Public Sector is the software vendor that provides the City with its enterprise software solutions which offers the City better support. Total Contract Amount: \$224,994 FundingSource: Internal Service	\$70,014
D Amendment	General Services Cyndi Hookstra	County of Ventura Agreement No. 6252-13-CM	Graffiti Removal in El Rio/Nyeland Acres This is a revenue cost reimbursement agreement. The County reimburses the Graffiti Action Program (GAP) for the cost of graffiti removal services on an overtime basis. This agreement has been in place since 2008. This is a 3 year agreement for \$46,399 annually, and totals \$139,196 over that three year term. This is the 2nd amendment of a 3 year agreement. Mutual agreement between the two agencies. Total Contract Amount: \$139,197 FundingSource: General Fund	\$46,399



Meeting Date: 07/ 07/ 2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Patricia Friend *PF*Agenda Item No. *I-2*Reviewed By: City Manager *JM*City Attorney *JOB*Finance *MM*

Other _____

DATE: June 17, 2015**TO:** City Council**FROM:** Michael Henderson, General Services Director
General Services Department *MHA***SUBJECT:** Approval of Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7791) for GS15-28 for Oxnard Transit Center (OTC) Bus Islands Re-Roofing.**RECOMMENDATION**

That City Council award contract A-7791 to the responsible and responsive bidder, Best Contracting Services, Inc. in the amount of \$177,400 for GS15-28 to re-roof the Bus Islands located at the Oxnard Transit Center, 200 East Fourth Street and authorize the purchasing agent to execute the contract upon receipt of final documents.

DISCUSSION

Approval to conduct a public bid and funds for this project work were approved by Council on April 28, 2015. The project was first advertised to public on May 7, 2015; and open to the public starting on Monday, May 11th with the bid due date of June 10, 2015. The City received the one (1) bid for \$177,400 from Best Contracting Services, Inc. This item is for an important City transit service, the Oxnard Transit Center (OTC), located at 200 East Fourth Street in downtown Oxnard. The project is to re-roof all 16 bays of the bus islands with batten standing seam metal roofing material in a color to match the main terminal building and make any needed repairs to the associated structure. Constructed in 1986, the OTC is the County's largest multi-modal transit center, serving residents with Amtrak and Metrolink rail services, as well as bus transit services provided by Gold Coast Transit District (GCTD), Greyhound, and the Harbor Beaches Dial-A-Ride (HBDAR).

FINANCIAL IMPACT

Transportation Development Act funds in amount of \$300,000 has been authorized to Oxnard Transit Center (OTC) Bus Islands Re-roofing project No. 153121. The funding will be sufficient to cover scope of this contract along with permits, inspections, construction management and any unforeseen conditions for the project.

MH/pcf

Approval of Responsible Responsive Bid and Authorization to Issue and Execute
a Contract (A-7791) for GS15-28 for Oxnard Transit Center (OTC) Bus Islands
Re-Roofing
July 7, 2015
Page 2

Attachment #1 – Tabulation of Bid

- #2 – Project Cost Estimate
- #3 – Bid Package – Best Contracting Services
- #4 – OSHA Report
- #5 – Subcontractors
- #6 – References
- #7 – Certificate of Publication –Public Notice
- #8 – Staff Report – Council Approval to Bid
- #9 – State DIR Registration Number

GS15-28-Oxnard Transit Center (OTC) Bus Island Re-roof Project									
Owner: City of Oxnard			* marks an allowance						
Bid Opening: 06/10/15			BEST Contracting Services, Inc.						
			19027 South Hamilton Ave Gardena, CA 90248 US						
			Bidder Status: Valid						
GS15-28-OTC Bus Islands Re-roof									
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total			
1	0	MOBILIZATION AND DEMOBILIZATION	1	LS	\$1,800.00	\$1,800.00			
2	0	SECURE SITE -SAFETY PROVISIONS - COORDINATION	1	LS	\$4,400.00	\$4,400.00			
3	0	REMOVAL OF OLD ROOF AND PROPER DISPOSAL OF ALL MATERIALS	1	LS	\$24,800.00	\$24,800.00			
4	0	REPAIRS TO SHEATHING, FASCIA, COLUMNS -AS REQUIRED INCLUDING PAINTING OF REPAIRED AREAS	1	LS	\$9,300.00	\$9,300.00			
5	0	INSTALLATION OF NEW METAL ROOFING -NEW ROOF TO MATCH DESIGN & COLOR OF EXISTING MAIN TRANSIT CENTER ROOF	1	LS	\$132,600.00	\$132,600.00			
6	0	CLEAN-UP SITE AND RETURN TO SERVICE	1	LS	\$4,500.00	\$4,500.00			
Bid List Total						\$177,400.00			
Total Bid Amount						\$177,400.00			
Listed Subs						Klondike Construction Service 10016 Pioneer Blvd Ste 210 Santa Fe Springs, CA 90670			

**CITY OF OXNARD
CAPITAL IMPROVEMENT PROJECT ESTIMATE**

Project Title: Oxnard Transit Center Bus Island Re-roof Specification No: GS15-28
Account No: 213-3165-826-8605 Project No. 153121 Project Manager: Ralph Alamillo

	Original Estimate Amount	Revised Estimate Amount	Actual Cost
I. EXTERNAL SERVICES			
A. Architectural/ Engineering (8201)		\$ 3,000.00	
1. Preliminary Feasibility			
2. Design or Construction			
3. Specification/Cost Estimate			
B. Planning/EIR Services (8206)			
C. Real Estate Services (8207)			
D. Construction Services (8208)			
1. Surveys			
2. Soils Analysis			
3. Inspection			
4. Testing			
5. Atlas Fees			
6. Plans and Records			
7. Misc. (postage, reproductions, etc.)			
Total External Services		\$ 3,000	
II. INTERNAL SERVICES			
A. Design Engineering (8451)		5,000	
B. Inspection (8451)		5,000	
C. Survey (8451)			
D. Contract Administration (8451)			
E. Contract Procurement (8451)*	6,000	6,000	6,000
Total Internal Services	\$ 6,000	\$ 16,000	\$ 6,000
III. CONSTRUCTION/ACQUISITION			
<i>Funding for items in this section must be in place before contract is awarded</i>			
A. Land, Easements and Rights-of-Way (8601)			
B. Buildings:			
8602-New			
8603-Major Repair			
C. Improvements other than Buildings			
8604-New			
8605-Major Repair		177,400	
D. Machinery/Equipment (8606/8607)			
Total Construction/Acquisition		\$ 177,400	
IV. OTHER PROJECT COSTS:			
A. Project Contingencies (8802)		5,000	
B. CIP Indirect Cost (2.23% of total construction costs)			
Total Other Costs		\$ 5,000	
Project Total	\$ 6,000	\$ 201,400	\$ 6,000
Total Appropriation		201,400	
Less: Encumbrances & Expenditures			
Balance Available		\$ 201,400	

***NOTICE**
Approval of this estimate authorizes the transfer of the amount shown in item II-C from the project listed above to General Services Contract Procurement Account No. 101-5751-653-7345 when bid solicitation services begin.

Prepared by:
Date: June 16, 2015

Approved by:
Date:

ATTACHMENT 2
PAGE 1 OF 3

CITY OF OXNARD
Project Master Inquiry

6/16/15
09:02:50

Project : 153121 OTC BUS ISLAND RE-ROOF
Position to . . . : - - - - - Starting character(s)

Type options, press Enter.
1=Select

Opt Account number	Budget	Actual	Balance
- 213-3165-826.82-01	0	.00	.00
- 213-3165-826.84-51	0	.00	.00
- 213-3165-826.86-03	0	.00	.00
- 213-3165-826.86-05	300,000	.00	300,000.00

Pre-encumb: .00 Encumb: 2,750.00
2015 YTD: .00 Pending: .00
Budg: 300,000.00 PTD: .00 Balance: 300,000.00
F3=Exit F5=Refresh F9=Misc. info F11=Proj-to-dt F12=Cancel F17=Subset
F18=Encumbrance detail F19=Project activity list

Fiscal Year 2015

Account Balance Inquiry

09:03:16

Account number . . . : 213-3165-826.86-05
Fund : 213 TDA/LTF4-TRANS.FND-99400c
Department : 31 TRANSPORTATION
Division : 65 OTC IMPROVEMENTS
Activity basic : 82 CAPITAL IMPROVEMENTS
Sub activity : 6 CAPITAL IMPROVEMENT EXPEN
Element : 86 CAPITAL OUTLAY
Object : 05 IMPROV NOT BUILD-MAJOR RE

Original budget	0	
Revised budget	512,053	03/30/2015
Actual expenditures - current . . .	.00	
Actual expenditures - ytd	7,489.22	
Unposted expenditures	.00	
Encumbered amount	1,367.95	
Unposted encumbrances	.00	
Pre-encumbrance amount	.00	
Total expenditures & encumbrances:	8,857.17	1.7 %
Unencumbered balance	503,195.83	98.3 %

F5=Encumbrances **F7=Project data** **F8=Misc inquiry**
F10=Detail trans **F11=Acct activity list** **F12=Cancel** **F24=More keys**

Reg - 2212

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-28**

**BID DOCUMENTS (BLUE SHEETS)
FOR**

PROJECT TITLE: – GS15-28-Oxnard Transit Center (OTC) Bus Island Re-Roof

BRIEF DESCRIPTION OF PROJECT: Oxnard Transit Center (OTC) Bus Islands Re-roof work consist of the removal of all old roofing materials; any needed repairs to roof decking/sheathing, fascia, columns; and installation of new metal roofing materials.

Specification Number GS15-28 includes 14 pages of bid documents. Drawing No. GS15-28 includes 3 sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is to be complete in 60 working days. Liquidated damages will be assessed at \$1,000.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name Best Contratcing Services, Inc.
Physical Address 19027 S. Hamilton Ave. Gardena, CA 90248
Mailing Address 19027 S. Hamilton Ave.
City Gardena State CA Zip Code 90248
Telephone No. (310) 328-6969 Fax No. (310) 328-9176

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER GS15-28

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The project work to re-roof the bus islands located at the Oxnard Transit Center, 200 North Fourth Street will include all labor, materials and equipment necessary to mobilize and co-ordinate the project work with the Transit Center Management and Security Personnel and Gold Coast Transit to ensure proper security, access and address any safety concerns to protect the public while the existing roofing material is removed and disposed; to make any needed repairs as may be required to the sheathing, fascia and columns and to install new metal roofing material. The new roof material is to match the existing main Transit Center building as closely as possible in design and color. The work will need to be performed around the bus operation schedule, with as little interference as possible and this will need to be a factor in bids, as off hours or non-regular work hours may be required. A City building permit to replace the roof will be pulled by the successful Contractor and this permit will be paid for by the City project; any other required permits are to be paid for by the Contractor and this includes the City Encroachment Permit per the project Specification.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER GS15-28

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Best Contracting Services, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization / Demobilization		LS	1		\$1,800.00
2	Secure Site /Safety Provisions/ Coordination		LS	1		\$4,400.00
3	Removal of Old Roof and Proper Disposal of all Materials		LS	1		\$24,800.00
4	Repairs to Sheathing, Fascia, Columns -As Required including Painting of Repaired Areas		LS	1		\$9,300.00
5	Installation of New Metal Roofing -New Roof to match design & color of existing Main Transit Center Roof		LS	1		\$132,600.00
6	Clean-up Site and Return to Service		LS	1		\$4,500.00
GRAND TOTAL						\$ 177,400.00

BIDDER'S FILE COPY
DO NOT SUBMIT YOUR BID ON THIS FORM

B-3

ATTACHMENT 3
PAGE 3 OF 13

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-28**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 177,400.00

The grand total submitted is subject to verification. Lump Sum totals will be verified for accuracy. If any discrepancy is found, the verified prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

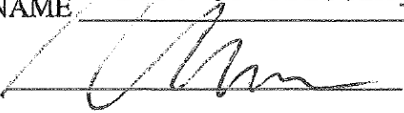
The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
None			

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED June 10, 2015 AT Gardena, CA

COMPANY NAME Best Contracting Services, Inc.

SIGNATURE  TITLE Sean Tabazadeh,
CEO/Secretary
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-28**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Best Contracting Services, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

<i>The information requested below must be filled out completely.</i>			This information must be provided now or via fax (805-385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Klondike Construction Service Inc.	10016 Pioneer Blvd. Ste 210 Santa Fe Springs, CA 90670	Demolition	# 990645	C39
2.				
3.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-28**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Best Contracting Services, Inc.

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4.				
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-28**

REFERENCES

BIDDER'S NAME Best Contracting Services, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
• High School No 3 Grand Terrace High School BP 8.1 - Existing Sheet Metal		
Owner	Project Location	
Colton Joint Unified School District	1212 Valencia Drive, Colton CA 92324	
Project Cost	Project Manager	Telephone
\$2,250,632.00	Owen Chang, Colton USD ✓	909-580-6643

Project Description		
• Banning USD Roofing - Replace Metal Roof		
Owner	Project Location	
Banning Unified School District	161 W. Williams St. Banning CA 92220	
Project Cost	Project Manager	Telephone
\$117,820.00	Robert Guillen, Banning USD	951-922-0210

Project Description		
Thousand Oaks High School Gym Roof Replacement		
Owner	Project Location	
Conejo Valley Unified School District	Thousand Oaks High School, 2323 N. Moorpark Road Thousand Oaks CA 91360	
Project Cost	Project Manager	Telephone
\$363,261.00	Debra Hanna, Conejo Valley USD	805-497-9511


 Sean Tabazadeh,
 CEO/Secretary
SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-28**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Best Contracting Services, Inc.

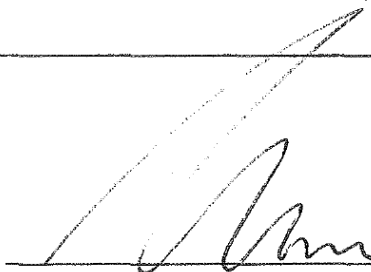
The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No x

2. If yes, explain the circumstances.

N/A



SIGNATURE OF BIDDER

Sean Tabazadeh, CEO/Secretary

**Bidder's Failure to Complete
All Items Contained On This Page
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CITY OF OXNARD
SPECIFICATION NUMBER GS15-28

BIDDER'S AFFIDAVIT

PROJECT Specification Number GS15-28-
Oxnard Transit Center (OTC) Bus Island Re-Roof

I depose and say that I am Sean Tabazadeh, CEO/Secretary
(Print or type name and title)
of Best Contracting Services, Inc.
(Name of Company)
19027 S. Hamilton Ave. Gardena, CA 90248
(Address) (City) (State) (Zip Code)

State of CA Dept. of Industrial Relations (DIR) Number (SB854): # 1000000563

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 456263 FED TAX I.D. # 95-3781209

Classification: A, B, C10, C17, C20, C39, C43

Contractor's License Expiration Date: May 31, 32016

City of Oxnard Business License Number(Not Required to Bid): 15-00105775

Data Universal Numbering System (D-U-N-S #): 11-312-3483

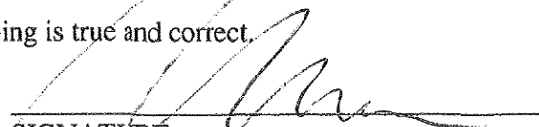
Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated June 10, 2015 at Gardena, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)


SIGNATURE
Sean Tabazadeh, CEO/Secretary

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER GS15-28

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
Standard Bidder Questions (applies to all bids)		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	x	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		x
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		x
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		x
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		x
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		x
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		x
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		x
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		x
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		x
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let. * See Attached References *	x	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.* See Attached	x	
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854 * See Attached Proof *	x	

Contractor Officer's Signature:

Sean Tabazadeh, CEO/Secretary

Title

June 10, 2015

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

Completed Metal Projects past 3 years

Project Name	Project Address Line 1	Project City	Project State	Project Zip	Original Contract Amount	Total Change Order Amount	Final Contract Amount	Completion Date	Type of Service	Discipline	Company	First Name	Last Name	Phone	Email
Bonita Center for the Arts	800 West Covina Boulevard	San Dimas	CA	91773	\$622,445.00	(\$3,908.00)	\$618,537.00	12/15/2014	Existing	Sheet Metal	Tilden Coil Constructors	Steve	Tiek	(951) 684-5901	stiek@tilden-coil.com
Mission Bay South Blocks 5 and 11 MB 360	Block 5 - 1200 4th Street	San Francisco	CA	-	\$431,805.00	(\$427,297.00)	\$4,508.00	9/10/2014	New	Metal Panels	Suffolk Construction Company	Ann-Marie	Jennette	(617) 517-4427	ajennette@suffolkconstruction.com
Oakland Int'l Airport-Terminal 1 Central Utility Plant	OAK Airport	Oakland	CA	-	-	-	-	7/28/2014	New	Wall Panels	Turner Construction-Oakland	Tina	Smith	(510) 267-8100	tsmith@tcco.com
Liberal Arts and DSPS Building	16126 Studebaker Road	Norwalk	CA	90650	\$136,915.00	\$20,000.00	\$156,915.00	7/3/2014	Existing	Sheet Metal	Tilden Coil Constructors	April	Root-Woolfs	(951) 684-5901	aroot@tilden-coil.com
Los Amigos Elementary School Phase 2	8498 Ninth Street	Rancho Cucamonga	CA	-	\$488,200.00	\$22,567.00	\$510,767.00	6/6/2014	Existing	Sheet Metal	Paul C Miller Construction	Pete	Clinton	(909) 484-1009	pete@pccm-construction.com
College of the Desert Visual Arts Building	43-500 Monterey Avenue	Palmd Desert	CA	92260	\$192,000.00	\$13,001.00	\$205,001.00	5/2/2014	New	Metal Systems	Gilbane Building Company	Larry	Hendrick	(858) 658-6700	lhendrick@gilbaneco.com
Grossmont High School Phase 1B Humanities Building	1100 Murray Drive	El Cajon	CA	92020	\$125,874.00	\$41,258.00	\$167,132.00	4/25/2014	New	Sheet Metal	Riha Construction	LeeAnne	Martinez	(619) 469-2177	lmartinez@rihaconstruction.com
Moreno Valley College Phase III Student Academic Services Facility	16130 Lasselle Street	Moreno Valley	CA	92551	\$542,900.00	\$46,154.00	\$589,054.00	2/21/2014	New	Metal Systems	CW Driver	Heather	Meyers	(909) 471-9305	hmayers@cwdriver.com
Tesoro Refining & Marketing Co Turbine, Analyzer and Water Lab Buildings	Calsiner Wilmington	Wilmington	CA	90748	\$100,176.00	-	\$100,176.00	2/7/2014	Reroof	Sheet Metal	Tesoro LA Refinery	Jennifer	Hartnell	(562) 499-3208	hartj@tesoro.com
Pasadena City College Center for the Arts	1570 East Colorado Boulevard	Pasadena	CA	91106	\$527,153.00	\$175,854.00	\$703,007.00	2/7/2014	New	Metal Systems	KEMP BROS. CONSTRUCTION, INC.	JUDY	THOMPS ON	(562) 236-5000	landerson@kempbro.com
LAX Bradley West Concourse and Core	8100 Westchester Parkway	Los Angeles	CA	90045	-	-	\$7,544,164.00	2/7/2014	New	Metal Systems	Walsh Austin Joint Venture	James	Augustyn	(310) 426-2892	jaugustyn@walshaustiniv.com
LAX Bradley West Concourse and Core	8100 Westchester Parkway	Los Angeles	CA	90045	-	-	\$7,544,164.00	2/7/2014	New	Wall Panels	Walsh Austin Joint Venture	James	Augustyn	(310) 426-2892	jaugustyn@walshaustiniv.com
LAX Bradley West Concourse and Core	8100 Westchester Parkway	Los Angeles	CA	90045	-	-	\$7,544,164.00	2/7/2014	New	Wall Panels	Conwin Corri Inc	Kent	Oprea	(219) 949-8080 ext 50	koprea@conwincoor.com
Banning USD Roofing	161 W. Williams St	Banning	CA	92220	\$112,220.00	\$5,600.00	\$117,820.00	1/24/2014	Replace	Metal Roofing	Banning Unified School District	Robert	Guillen	(951) 922-0210	-
Site 25 Middle School	15831 DIAMOND ROAD	VICTORVILLE	CA	92384	\$580,125.00	\$13,437.00	\$593,562.00	1/23/2014	New	Metal Systems	WD Gort Construction Company	Terry	Gott	(909) 982-8951	connie@wdgortconstruction.com
San Jose Convention Center	150 West San Carlos St	San Jose	CA	95113	\$2,373,000.00	\$541,298.00	\$2,914,298.00	1/2/2014	New	Wall Panels	Hunt Construction Group	Brent	Leif	(415) 391-3930	bleif@hsecom.com
Thousand Oaks High School, 23 Thousand Oaks	N. Moorpark Road	Thousand Oaks	CA	91360	\$563,261.00	-	\$563,261.00	12/29/2013	Reroof	Sheet Metal	Conejo Valley Unified School District	Debra	Hanna	(805) 497-9511	-
New High School No 1 ECATS	7025 East Parkcrest Street	Long Beach	CA	-	\$4,240,903.00	\$235,188.00	\$4,476,091.00	12/18/2013	New	Metal Panels	Hensel Phelps Construction	Robert	Cruz	(949) 852-0111	rcruz@henselphelps.com
New West County Health Center, Parking Structure and Associated Site Work	-	San Pablo	CA	-	\$819,700.00	\$819,700.00	\$930,889.00	9/27/2013	New	Sheet Metal	Turner Construction-Oakland	Brendan	Crockett	(510) 287-8239	bcrockett@trcco.com
Irvine Valley College Life Sciences Building	5500 Irvine Center Drive	Irvine	CA	92618	-	-	\$842,588.00	9/9/2013	New	Metal Systems	S.J. AMOROSO CONSTRUCTION CO., INC.	SAM	KHATIBI	(714) 433-2326	skhatibi@iamoroso.com
San Dimas High School Gymnasium Expansion	800 West Covina Boulevard	San Dimas	CA	91773	\$768,672.00	\$60,527.00	\$829,199.00	8/2/2013	New	Sheet Metal	Bernards	Tania	Boyd	(909) 593-5840	tboyd@bernards.com
Miramar College Heavy Duty Advanced Transportation	10440 Black Mountain Road	San Diego	CA	92126	\$413,431.00	\$6,604.00	\$420,035.00	6/7/2013	New	Sheet Metal	Sotek Pacific Construction	Ben	Bump	(619) 296-6247 x212	bbat-triff@sotekpacific.com
Rose Bowl Stadium Ph 2A Press Box Completion Package R812	1001 Rose Bowl Drive	Pasadena	CA	91103	\$1,265,000.00	\$984,144.00	\$2,249,144.00	5/15/2013	New	Sheet Metal	Clark Construction Group	W. Emerson	Teer	(714) 429-9779	emerson.teer@clarkconstruction.com
Vasquez Rocks Natural Area Park Interpretive Center	10700 Escondido Canyon Road	Agua Dulce	CA	-	\$212,000.00	-	\$212,000.00	4/26/2013	New	Metal Systems	PCL Construction	Mike	Froelich	(818) 265-5320	mfr@pchl.com
High School for the Arts at CSULA Campus	CSULA	Los Angeles	CA	90032	\$802,790.00	\$42,444.00	\$845,234.00	4/19/2013	New	Sheet Metal	Bernards	Carlos	del Campo	(714) 517-7550 ext 4302	cdelcampo@bernards.com
High School for the Arts at CSULA Campus	CSULA	Los Angeles	CA	90032	\$802,790.00	\$42,444.00	\$845,234.00	4/19/2013	New	Sheet Metal	Los Angeles County Office of Education	Lilbeth C	Morelos	(562) 401-5775	morelos_lilbeth@lacoe.edu
Calabasas High School Performing Arts Education Center BP 17R2	22855 West Mulholland Highway	Calabasas	CA	91302	\$483,600.00	\$2,243.00	\$485,843.00	4/5/2013	Existing	Sheet Metal	SC Anderson Inc	Lorna	Fullerton	(661) 392-7000	lorna.fullerton@scanderson.co
South High School Metal Roofing and Wall Panels	1101 Planz Road	Bakersfield	CA	93304	\$775,680.00	\$123,936.00	\$899,616.00	3/29/2013	Existing	Metal	Kern High School District	Richard	Ruiz	(661) 827-3122	-
Las Positas Student Services & Admin Building	3000 Collier Canyon Rd	Livermore	CA	94550	\$744,110.00	\$172,544.00	\$916,654.00	3/29/2013	New	Systems Metal Panels	Chabot-Las Positas Community College District	Victoria	Lamica	(925) 485-5287	-
Kaiser Permanente Gardena Rollled Seam Roof Mansard Replacement	15446 South Western Avenue	Gardena	CA	90247	\$261,870.00	-	\$261,870.00	3/22/2013	Existing	Sheet Metal	Kaiser Capital Projects	Ronald	Libramont	(310) 816-5422	ronald.a.libramont@kp.org
High School No 3 Grand Terrace High School BP 8.1	21810 Main Street	Grand Terrace	CA	-	\$2,250,632.00	\$24,873.00	\$2,275,505.00	3/15/2013	Existing	Sheet Metal	Colton Joint Unified School District	Owen	Chang	(909) 580-6643	owen_chang@cusd.net

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Completed Metal Projects past 3 years

11

Kaiser Foothill Ranch MOB	26882 Towne Center Drive	Lake Forest	CA	-	\$225,520.00	\$81,486.00	\$307,106.00	3/1/2013	Existing	Sheet Metal	Swinerton Builders	Carla Palmer	(949) 622-7000	carla.palmer@swinerton.com
Tyrrell Elementary School	27000 Tyrrell Ave	Hayward	CA	-	\$140,390.00	\$34,572.00	\$174,962.00	3/1/2013	New	Sheet Metal	Vanir Construction Management	Craig Kinsman	(510) 784-2600	craig.kinsman@vanir.com
Paramount High School Phase V	14429 South Downey Avenue	Paramount	CA	90723	\$245,815.00	\$24,852.00	\$270,667.00	2/1/2013	New	Sheet Metal	McCarthy	Kevin Helgevoid	(949) 756-6850	khelgevoid@mccarthy.com
Miramar College Library Learning Resource Center	10440 Black Mountain Road	San Diego	CA	92126	-	-	\$1,350,751.00	2/1/2013	New	Sheet Metal	Sundt Construction Company	Matt Scholten	(619) 321-4884	mscholten@sundt.com
Newport Beach Learning Center Increment 2	1515 Monrovia Avenue	Newport Beach	CA	92663	\$1,069,000.00	\$104,042.00	\$1,173,042.00	1/11/2013	New	Sheet Metal	CW Driver	David McGlothlin	(949) 648-4996	dmcglothlin@cwdriver.com
San Jacinto Valley RWRF Title 22 Upgrades	770 North Sanderson Avenue	San Jacinto	CA	92582	\$451,978.00	-	\$451,978.00	1/4/2013	New	Sheet Metal	PCL Construction Inc	Shayne Waldron	(760) 471-8529	swaldron@pcl.com
Fullerton Community Center	353 West Commonwealth Avenue	Fullerton	CA	-	\$613,325.00	\$56,966.00	\$670,291.00	12/14/2012	New	Sheet Metal	Swinerton Builders	Luis Giordano	(949) 622-7000	-
Temecula Valley High School Theater and Locker Room Conversion	31555 Rancho Vista Road	Temecula	CA	92592	\$434,847.00	\$25,571.00	\$460,418.00	12/7/2012	New	Sheet Metal	Edge Development Inc	David Irwin	(951) 296-0776	dirwin@edge-dev.com
Eastvale Community Building	-	Eastvale	CA	-	\$944,416.00	\$29,777.00	\$974,193.00	11/9/2012	New	Sheet Metal	C.W. Driver	Sef Haddad	(909) 945-1919	shaddad@cwdriver.com
FSP NOAA La Jolla Laboratory	-	La Jolla	CA	-	\$1,085,000.00	\$54,051.00	\$1,139,051.00	11/7/2012	New	Sheet Metal	Rudolph & Sletten	Christine Nagel	(858) 259-6262	-
MTA El Monte Busway and Transit Center	3449 Santa Anita Avenue	El Monte	CA	-	\$1,730,000.00	\$133,914.00	\$1,863,914.00	10/15/2012	New	Sheet Metal	KPRS Construction	Chuck Lam	(714) 672-0800	clam@kprsinc.com
Menifee Valley Campus Classroom Building	28237 La Piedra Road	Menifee	CA	92584	\$493,488.00	\$72,052.00	\$565,540.00	10/12/2012	Existing	Sheet Metal	Mount San Jacinto College District	Barbara Oberg	(951) 487-3101	boberg@msjc.edu
Schafer Park Elementary School	26268 Flamingo Ave	Hayward	CA	-	\$201,950.00	\$113,110.00	\$315,060.00	9/28/2012	New	Sheet Metal	Vanir Construction Management	Mike Koski	(510) 784-2600	-
Civic Park	1st Street and Temple Street	Los Angeles	CA	-	\$361,548.00	\$80,503.00	\$442,051.00	8/24/2012	New	Sheet Metal	Charles Pankow Builders, Ltd.	Keith Chilcott	(526) 304-1190	kechilcott@pankow.com
Sacramento Railroads Track Relocation Project (Re-Bid)	-	Sacramento	CA	-	\$315,000.00	\$85,061.00	\$400,061.00	8/17/2012	Existing	Sheet Metal	HMH Builders	Danny Mann	(916) 383-4825	-
Marine Corps Air Ground Combat Center Bldg 5410 (TP-1141M)	Marine Corps Air Ground Combat Center	Twentynine Palms	CA	92277	\$196,360.00	-	\$196,360.00	8/3/2012	New	Sheet Metal	Marine Corps Air Ground Combat Center	Marcella Casey Cooper	(760) 830-6419	marcella.casey-cooper@navy.mil
Martin Luther King MS	-	Hayward	CA	-	\$608,703.00	\$95,700.00	\$704,403.00	7/27/2012	-	Sheet Metal	Vanir Construction Management	Mike Koski	(510) 557-5100	mike.koski@vanir.com
Fairview ES	-	Hayward	CA	-	\$608,703.00	\$95,700.00	\$704,403.00	7/27/2012	-	Sheet Metal	Vanir Construction Management	Mike Koski	(510) 557-5100	mike.koski@vanir.com
South Region Elementary School No 9	2777 Willow Place	South Gate	CA	-	\$615,921.00	\$111,292.00	\$727,213.00	7/20/2012	New	Sheet Metal	Sundt	Dave Gornik	(619) 321-4857	djgornik@sundt.com
LAWA Child Care Center	9320 Lincoln Boulevard	Los Angeles	CA	-	\$179,890.00	-	\$179,890.00	7/6/2012	Reroof	Sheet Metal	Los Angeles World Airports	Bill Hartman	(424) 646-7967	bhartman@lawa.org
East Avenue Elementary School	2424 East Ave	Hayward	CA	-	\$388,345.00	\$80,000.00	\$468,345.00	6/22/2012	New	Sheet Metal	Vanir Construction Management	Mike Koski	(510) 786-2400	-
Agoura School Performing Arts Education Center AHS BP17R2	28545 West Driver Avenue	Agoura Hills	CA	91302	\$422,347.00	\$11,552.00	\$433,899.00	4/27/2012	Existing	Sheet Metal	SC Anderson Inc	Lorna Fullerton	(818) 222-2663	lorna.fullerton@scanderson.co
High School No 3 Increment No 2 Grand Terrace	12800 Main Street	Grand Terrace	CA	92324	\$365,400.00	\$15,880.00	\$381,280.00	4/6/2012	New	Sheet Metal	Suffolk-Roel	Jaymie Wells	(949) 585-3022	jwells@suffolkconstruction.co
West Valley College	14000 Fruitvale Ave	Saratoga	CA	95070-5640	\$458,400.00	\$70,000.00	\$528,400.00	2/10/2012	-	Sheet Metal	Gonsalves & Stronck Construction Company Inc	-	(650) 802-2960	info@gc-construction.com
Palomar Medical Center West New Hospital Increment 2	2185 Citracado Parkway	Escondido	CA	92029	\$4,979,361.00	\$1,552,176.00	\$6,531,537.00	2/10/2012	New	Sheet Metal	DPR Construction Inc	John Cole	(858) 597-7070	johnc@dprinc.com
Grand Totals (\$5 records)														

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ATTACHMENT
PAGE 12 OF 13



BEST CONTRACTING SERVICES, INC.

12 Violations of OSHA Standards and Requirements

Citation Date: 03/23/2010 Citation #: 300873262 Type of Violation: General
Fine Applied: \$375.00 Violation: Code of Safe Practices not posted nor readily
Available at site.

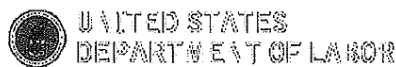
Citation Date: 01/06/2012 Citation # 313643769 Type of Violation: General
Fine Applied: \$5,850.00 Violation: On August 31, 2011 or prior there to, at a work site located at
Carson, CA atop the west maintenance building, which was approximately 19 feet in height, a
crew of approximately five to eight roofers had been assigned by their employer to install the
roofing system for this structure, and in the course of the job process would approach within six
feet of any one of ten 4'x8' skylights. The skylight roof openings had been covered with plywood
and the employer failed to ensure the plywood coverings were secured in place. As a result, a
journeyman roofer fell onto the southwest skylight roof opening falling approximately 19 feet to
the concrete floor.

Citation Date: 06/06/2012 Citation #: 316207844 Type of Violation: General
Fine Applied: \$280.00 Violation: On and before June 6, 2012 the employer did not ensure that
the work area and passageways on the roof of the Theater Building at the site were kept
reasonably clear of lumber with protruding nails and other debris. A pile of debris, including
lumber with protruding nails, was observed on the main roof at the area where employees utilized
two ladders, one to access the higher, sloped roof and the other to access the ground.

19027 S. Hamilton Ave., Gardena, CA 90248
Tel: (310) 328-6969 Fax: (310) 328-9176
www.bestcontracting.com info@bestcontracting.com
An Equal Opportunity Employer

GSA Approved Contractor

ATTACHMENT 4
PAGE 1 OF 3



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Establishment	Date Range	Office	State
Best Contracting Services Inc.	06/12/2010 to 06/12/2015	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in *italic*.
Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

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By Date

	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	317187847	11/08/2013	0950635	CA	Complaint	Partial	1542	236220	Best Contracting Services Inc
☐	2	316207844	06/06/2012	0950633	CA	Complaint	Partial	1761	238160	1 Best Contracting Services Inc
☐	3	313386302	03/02/2012	0950642	CA	Unprog Rel	Partial	1761	238160	Best Contracting Services, Inc
☐	4	313643769	01/06/2012	0950635	CA	Accident	Partial	1761	238160	1 Best Contracting Services Inc
☐	5	315313700	04/25/2011	0950614	CA	Complaint	Complete	1521	236118	Best Contracting Services, Inc

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Quick Link Reference

317187847 316207844 313386302 313643769 315313700

Inspection: 317187847 - Best Contracting Services Inc

Inspection Information - Office: Ca Torrance			
Nr: 317187847	Report ID:0950635	Open Date: 11/08/2013	
Best Contracting Services Inc 1201 N Catalina Ave Redondo Beach, CA 90277 SIC: 1542/General Contractors-Nonresidential Buildings, Other than Industrial Buildings and Warehouses NAICS: 236220/Commercial and Institutional Building Construction Mailing: 19027 S Hamilton Ave, Gardena, CA 90248			
Inspection Type: Complaint Scope: Partial Ownership: Private Safety/Health: Safety		Advanced Notice: N Close Conference: 05/01/2014 Close Case: 05/01/2014	
Related Activity: Type	ID	Safety	Health
Complaint 208792515 Yes			

Inspection: 316207844 - Best Contracting Services Inc

Inspection Information - Office: Ca San Bernardino			
Nr: 316207844	Report ID:0950633	Open Date: 06/06/2012	
Best Contracting Services Inc 21800 Main Street Grand Terrace, CA 92313 SIC: 1761/Roofing, Siding, and Sheet Metal Work NAICS: 238160/Roofing Contractors Mailing: 19027 S Hamilton Ave, Gardena, CA 90248			
Inspection Type: Complaint Scope: Partial Ownership: Private Safety/Health: Safety		Advanced Notice: N Close Conference: 12/05/2012 Close Case: 07/25/2014	
Related Activity: Type	ID	Safety	Health
Complaint 208638288 Yes Yes			

Violation Summary					
	Serious	Willful	Repeat	Other	Unclass Total
Initial Violations				1	1
Current Violations				1	1
Initial Penalty				280	280
Current Penalty				280	280
FTA Amount					

Violation Items									
#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	LastEvent
1.	01001	Other	1513 A	12/06/2012 01/09/2014	\$280	\$280	\$0	12/28/2012 Y	- State Decision

Inspection: 313386302 - Best Contracting Services, Inc

Inspection Information - Office: Ca Pico Rivera			
Nr: 313386302	Report ID:0950642	Open Date: 03/02/2012	

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Best Contracting Services, Inc 2184 N. Lake Ave Altadena, CA 91001 SIC: 1761/Roofing, Siding, and Sheet Metal Work NAICS: 238160/Roofing Contractors Mailing: 19027 Hamilton Ave., Gardena, CA 90248		Union Status: NonUnion
Inspection Type: Unprog Rel Scope: Partial Ownership: Private Safety/Health: Health		Advanced Notice: N Close Conference: 06/19/2012 Close Case: 06/20/2012

Inspection: 313643769 - Best Contracting Services Inc

Inspection Information - Office: Ca Torrance		
Nr: 313643769	Report ID:0950635	Open Date: 01/06/2012
Best Contracting Services Inc 24501 Figueroa St Carson, CA 90745 SIC: 1761/Roofing, Siding, and Sheet Metal Work NAICS: 238160/Roofing Contractors Mailing: 19027 S Hamilton Ave, Gardena, CA 90248		Union Status: Union
Inspection Type: Accident Scope: Partial Ownership: Private Safety/Health: Safety Planning Guide: Safety-Construction Emphasis: S:Construction (Cship)		Advanced Notice: N Close Conference: 02/23/2012 Close Case: 12/29/2012
Related Activity: Type ID Safety Health Accident 101033751		

Violation Summary						
	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations				1		1
Initial Penalty	5850					5850
Current Penalty				5850		5850
FTA Amount						

Violation Items									
#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	LastEvent
1.	01001	Other	1632 B03	02/23/2012	02/28/2012	\$5850	\$5850	\$0	02/29/2012 F - Formal Settlement

Accident Investigation Summary	
Summary Nr: 202530887 Event: 08/31/2011 Employee Is Injured In Fall Through Roof Skylight	
At approximately 8:30 a.m. on August 31st, 2011, Employee #1, a full time journeyman roofer was working in the south west corner of the building when he fell through the skylight opening to the concrete floor of the welding shop. The roof area is approximately 168 feet by 68feet with ten skylight openings which measured 4feet by 8feet. The skylights were arranged in rows of two's with five in each row covering the length of the roof, with a measured distance of approximately eight feet from the outside roof edge. There is a curb around each opening measure three to four inches. The crew was working on top of the roof with employee #1, but there were no witnesses to the accident. Employee #1 sustained multiple fractures and was transported to Harbor UCLA Hospital. The accident was reported to the DOSH (Division of Occupational Safety and Health) on the same day.	
Keywords: fall, skylight, maintenance	
Inspection	Degree
1 313643769	Hospitalized injury
Nature	Occupation
Fracture	Occupation not reported

Inspection: 315313700 - Best Contracting Services, Inc

Inspection Information - Office: Ca Oakland		
Nr: 315313700	Report ID:0950614	Open Date: 04/25/2011
Best Contracting Services, Inc 29300 Pacific Street Hayward, CA 94545 SIC: 1521/General Contractors-Single-Family Houses NAICS: 236118/Residential Remodelers		Union Status: Union

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Inspection Type: Complaint		Advanced Notice: N	
Scope: Complete			
Ownership: Private		Close Conference: 05/13/2011	
Safety/Health: Health		Close Case: 05/13/2011	
Related Activity: Type	ID	Safety	Health
Complaint	207490186	Yes	

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**CITY OF OXNARD
SPECIFICATION NUMBER GS15-28**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Best Contracting Services, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

<i>The information requested below must be filled out completely.</i>			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
			STATE LICENSE	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	NUMBER	CLASS
1. Klondike Construction Service Inc.	10016 Pioneer Blvd. Ste 210 Santa Fe Springs, CA 90670	Demolition	# 990645	C39
2.				
3.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

Legal Name	Registration Number	Licenses Type Number(s)	Registration Date	Expiration Date
KLONDIKE CONSTRUCTION SERVICES INC	1000008336	CSLB:990645 OTHR:1108	02/04/2015	06/30/2015

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-28**

REFERENCES

BIDDER'S NAME Best Contracting Services, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
High School No 3 Grand Terrace High School BP 8.1 - Existing Sheet Metal		
Owner	Project Location	
Colton Joint Unified School District	1212 Valencia Drive, Colton CA 92324	
Project Cost	Project Manager	Telephone
\$2,250,632.00	Owen Chang, Colton USD ✓	909-580-6643

Project Description		
Banning USD Roofing - Replace Metal Roof		
Owner	Project Location	
Banning Unified School District	161 W. Williams St. Banning CA 92220	
Project Cost	Project Manager	Telephone
\$117,820.00	Robert Guillen, Banning USD	951-922-0210

Project Description		
Thousand Oaks High School Gym Roof Replacement		
Owner	Project Location	
Conejo Valley Unified School District	Thousand Oaks High School, 2323 N. Moorpark Road Thousand Oaks CA 91360	
Project Cost	Project Manager	Telephone
\$363,261.00	Debra Hanna, Conejo Valley USD	805-497-9511


 Sean Tabazadeh,
 CEO/Secretary
SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

GS15-28 Oxnard Transit Center Bus Island Re-roof

Contractor: Best Contracting Services, Inc. (Lower Bidder)
19027 So. Hamilton Ave.
Gardena, CA 90248
310-328-6969

REFERENCES:

1. Colton Joint Unified School Dist. - Owen Chang – 909-580-6643
Would you hire again? 1 – 10 (8) yes
Work –timely & correct? 1 – 10 (8) yes
Paperwork –timely & correct 1 – 10 (8) yes
Payroll tracking- timely & correct 1 – 10 (8) yes
Any issues? No issues – decent contractor

2. Banning United School Dist. - Robert Guillen (not available)– 951-922-0210
Would you hire again? 1 – 10 ()
Work –timely & correct? 1 – 10 ()
Paperwork- timely & correct? 1 – 10 ()
Payroll tracking –timely & correct
Any issues?

3. Conejo Valley Unified School Dist. Debbie Hanna – 805-497-9511
Would you hire again? 1 – 10 (9) yes
Work- timely & correct? 1 – 10 (9) yes
Paperwork –timely & correct 1 – 10 (9) yes
Payroll tracking – timely & correct 1 – 10 (9) yes
Any issues? Great company, very professional and good to work with.

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER

GS15-28

STATE OF CALIFORNIA
COUNTY OF VENTURA

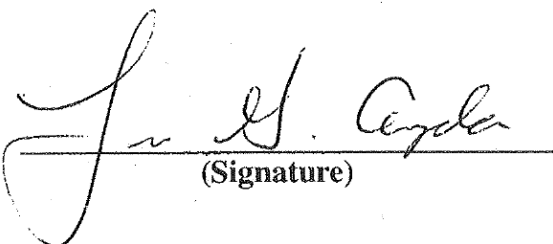
I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

May 7, 14, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

14th day of May 2015


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS15-28 for the Oxnard Transit Center (OTC) Bus Island Re-Roof Project. The work will consist of removal of existing roofing materials and installation of new metal roofing material to match the design and color of the main Transit Center. The work designated in this specification will require the Contractor to possess a State of California Roofing Contractor's License, Class C-39 to be considered as a prime contractor qualified for award of this project. Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimates are provided on public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 432-6738; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, MAY 11, 2015. The Plans and Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, MAY 20, 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate-when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

ATTACHMENT 7
PAGE 1 OF 2

Certificate of Publication

Ad #526491

In Matter of Publication of:

Public Notice

State of California)

)§

County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

May 08, 15, 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this May 15, 2015; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS15-28 for the Oxnard Transit Center (OTC) Bus Island Re-Roof Project. The work will consist of removal of existing roofing material and installation of new metal roofing to match design and color of the existing Transit Center. The work designated in this specification will require the Contractor to possess a State of California Roofing Contractor's License, Class C-39 to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, Cyber-CopyUSA - www.cybercopyreprographics.com, or phone (805) 432-6738; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, MAY 11, 2015. The Plans and Specifications may be obtained in electronic medium format-CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, MAY 20, 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City of Oxnard and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, JUNE 10, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.

Ad Dates 05/08/15, 05/15/15 Ad No.526491

ATTACHMENT 7

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Meeting Date: 04 / 28 / 15

ACTION	TYPE OF ITEM
☒ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Patricia Friend *PF*Agenda Item No. **I-6**Reviewed By: City Manager *M*City Attorney *SBG*Finance *JP*

Other

DATE: April 2, 2015**TO:** City Council**FROM:** Michael Henderson, General Services Director
General Services Department *MHA***SUBJECT:** Project Plans and Specification No. GS15-28 for Oxnard Transit Center (OTC) Bus Islands Re-Roofing**RECOMMENDATION**

That City Council adopt plans, specifications, and working details for Project Specification No. GS15-28 to re-roof the Bus Islands located at the Oxnard Transit Center, 200 East Fourth Street and authorize staff to conduct a public bid solicitation.

DISCUSSION

The project is to re-roof all 16 bays of the bus islands with batten standing seam metal roofing material in a color to match the main terminal building and make any needed repairs to the associated structure. The bus island is the main terminus for Oxnard's transit provider, Gold Coast Transit District (GCTD), and part of the Oxnard Transit Center (OTC). Constructed in 1996 and located on 201 East Fourth Street, the OTC is the County's largest multi-model transit center, serving residents with Amtrak and Metrolink Rail services, as well as bus transit services. The existing roof over the bus island is part of the original OTC construction, and nearly 30 years old. The funding for this project is from the state Transportation Development Act (TDA) and is restricted for transit uses only.

FINANCIAL IMPACT

Sufficient funds are available from the Oxnard Transit Center (OTC) Bus Islands Re-roofing Project No. 153121.

MH/pcf

Note: Copy of Project Specification No. GS15-28 and plans are available for review at the Contract Procurement Office, 1060 Pacific Avenue, Bldg. 2, Oxnard after 8:00 a.m. on Monday, April 20th.



Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: 1000000563

Contractor Legal Name: ie. ABC COMPANY

[Contractor License Lookup](#)

License Number: ie. 606309 (CSLB)

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
BEST CONTRACTING SERVICES, INC.	1000000563	CSLB:456263	07/22/2014	06/30/2015

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Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
BEST CONTRACTING SERVICES, INC.	1000000563	CSLB-456263	07/22/2014	06/30/2015

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PAGE 2 OF 4

#1

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number **456263** Entity **CORP**
Business Name **BEST CONTRACTING SERVICES
INC**

Classifications: C39 B A C43 C20 C17 C10

Expiration Date 05/31/2016

www.cslb.ca.gov



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State of California

Department of Industrial Relations

Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: ie. 1234567890

Contractor Legal Name: Klondike Construction Service

[Contractor License Lookup](#)

License Number: ie. 606309 (CSLB)

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
KLONDIKE CONSTRUCTION SERVICES INC	1000008336	CSLB:990645 OTHR:1108	02/04/2015	06/30/2015

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ACTION	TYPE OF ITEM
☐ Approved Recommendation	Info/Consent
☐ Ord. No(s). _____	Report
☐ Res. No(s). _____	☒ Public Hearing
☐ Other _____	Other _____

Prepared By: Karl Lawson *Karl Lawson* Agenda Item No. J-1Reviewed By: City Manager *GM* Fischer City Attorney *FI* Finance *MM* Other (Specify) _____

DATE: June 23, 2015

TO: City Council

FROM: Carrie Sabatini, Interim Director *CS*
HousingSUBJECT: Public Hearing for Issuance of Multifamily Housing Revenue Bonds
for Las Cortes, located at NE Corner of Marquita Street and First Street**RECOMMENDATION**

That the City Council:

1. Hold a public hearing regarding the issuance of up to \$35,000,000 of multifamily housing revenue bonds by the California Statewide Communities Development Authority to finance the development and construction of Las Cortes, a 144-unit multi-family rental housing project located at the north-east corner of Marquita Street and First Street.
2. Adopt a resolution approving the issuance of bonds.

DISCUSSION

Las Cortes is a 144-unit multifamily rental housing project which will be constructed at the north-east corner of Marquita Street and First Street, immediately adjacent to an existing public housing complex owned and operated by the Oxnard Housing Authority. The 144 units are part of the 260 replacement housing units for the Courts located in the 31-1 Courts Colonia Village.

Urban Housing Communities Oxnard Development LLC (hereinafter "UHC"), through a limited partnership it has formed, is presenting an application to the California Statewide Communities Development Authority ("CSCDA") for funds to finance the development and construction of the project with the proceeds of tax-exempt multifamily housing revenue bonds ("Bonds") proposed to be issued by the CSCDA.

The CSCDA was created in 1988, under California's Joint Exercise of Powers Act, to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects.

Although cities, counties and special districts are able to issue their own debt obligations or serve as a conduit issuer of private activity bonds that promote economic development and provide critical community services, many local agencies find stand-alone financings too costly or lack the necessary resources or experience to facilitate the bond issuance and perform post-issuance activities for the term of the bonds. Currently, more than 500 cities, counties and special districts have become Program Participants to CSCDA, which serves as their conduit issuer of bonds. The City of Oxnard became a participant in CSCDA shortly after it was formed, and numerous developments in Oxnard have benefited from CSCDA bond issuance since the year 1995.

UHC seeks CSCDA issuance of Bonds in an aggregate principal amount not to exceed \$35,000,000 of tax-exempt revenue bonds for the purpose of financing the costs of the development and construction of Las Cortes. The Bonds would be payable solely from revenues derived from the project. The City would have no responsibility with respect to the issuance or repayment of the Bonds.

Section 147(f) of the Internal Revenue Code of 1986 ("Tax Code") requires that, in order for the interest on a private activity bond to be excluded from the gross income of the owner of the bond (i.e., tax-exempt), an "applicable elected representative" of the governmental unit issuing the bond must approve the issuance of the bond after a public hearing following reasonable public notice. Such public hearing is known as a Tax Equity and Financial Responsibility Act ("TEFRA") hearing. The proposed Bonds to be issued by the CSCDA are classified as private activity bonds for purposes of the Tax Code. The Tax Code provides that a governmental unit with elected representatives and jurisdiction over the area in which the project to be financed is located, in this case the City Council, is an "applicable elected representative" with respect to the bond issue.

A previous TEFRA hearing was conducted for this project on April 22, 2014 and issuance of the Bonds was authorized. That authorization has expired, requiring this second public hearing.

Staff recommends that the City Council conduct the public hearing regarding the financing of the project with proceeds of the Bonds, and adopt a resolution approving the issuance of the Bonds by the CSCDA. Notice of the public hearing was published in VIDA Newspaper and the Ventura County Star on June 18, 2015. Bond Counsel has advised that the City will incur no obligation whatsoever by reason of its holding of the public hearing and approval of the issuance of the Bonds by the CSCDA.

FINANCIAL IMPACT

There is no financial impact to the City in connection with the City Council's adoption of a resolution approving the issuance of the Bonds by the Statewide Authority. The CSCDA is the issuing entity, and Bonds would be payable solely from revenues derived from the project. The City would have no responsibility with respect to the issuance or repayment of the Bonds.

KL/kl

Attachment #1 - Draft Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY
HOUSING REVENUE BONDS FOR LAS CORTES**

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Oxnard (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, UHC 00558 Oxnard, L.P., a limited partnership or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$35,000,000 in outstanding aggregate principal amount, to finance the acquisition, construction and development of a 144-unit multifamily rental housing project located at the NE Corner of Marquita Street and First Street (APN 201-0-080-020), Oxnard, California, generally known as Las Cortes (the "Project") and operated by Hyder Property Management; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds solely for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The Bonds will not constitute a debt, liability or obligation of the City.

Section 4. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 5. The City Clerk shall forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 6. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Oxnard at a regular meeting of said Council held on the 7th day of July, 2015, by the following vote:

AYES:

NOES:

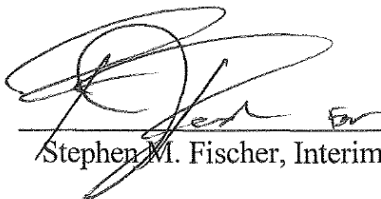
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 07 /07 / 15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Sergeant Luis Mancha

Agenda Item No. 2-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: June 25, 2015**TO:** City Council**FROM:** Jeri Williams, Chief of Police
Police Department**SUBJECT:** Memorandums of Understanding between Various Local School Districts
and the City of Oxnard Police Department**RECOMMENDATION**

That City Council approve and authorize the City Manager to execute the Cost Sharing Memorandums of Understanding (MOU) between the Rio School District, Hueneme School District, Oxnard School District and Oxnard Union High School District for the School Resource Officer (SRO) Program.

DISCUSSION

The Fiscal Years 2015-2016 MOUs sets forth guidelines and cost reimbursements between the various local school districts and the City of Oxnard Police Department's SRO program. This is to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program. Additionally, these annual and on-going MOUs ensure that the SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate.

In addition, the Oxnard Union High School District has an MOU for cost recovery for police officer overtime incurred for special events.

Rio School District's cost sharing amount is \$30,448 (17.5% of the cost of an officer).
Hueneme School District's cost sharing amount is \$57,420 (33% of the cost of an officer).
It should be noted that Rio School District requested 14 hours per week and Hueneme School District requested 26 hours per week for a total of 40 officer hours.

Oxnard School District's cost sharing amount is \$150,217.66 (46% of the cost of an officer; 2 officers are assigned).

Oxnard Union High School District's cost sharing amount is \$299,280 (43% of the cost of one officer; 4 officers are assigned).

The City is working toward 50% cost reimbursement with the School Districts.

Oxnard Union High School District has a second MOU which is for cost recovery for special events throughout the school year. The overtime reimbursement rates are as follows:

Police Officer \$71.69 per hour
Senior Police Officer \$84.43 per hour
Sergeant \$95.66 per hour

The School Districts will be billed no less than 30 days prior to June 30, 2016.

FINANCIAL IMPACT

The cost of an SRO officer is \$174,000 annually. The total cost for seven SROs is \$1,218,000, of this the school districts will pay \$537,366. The total cost to general fund is \$680,634.

Attachment #1 – Memorandums of Understanding with Rio School District
Attachment #2 – Memorandum of Understanding with Hueneme School District
Attachment #3 – Memorandum of Understanding with Oxnard School District
Attachment #4 – Memorandum of Understanding with Oxnard Union School District (SRO Cost Sharing and Special Events)

**FIRST AMENDMENT TO AGREEMENT FOR SCHOOL RESOURCE OFFICER
SERVICES AND COST SHARING**

This First Amendment ("First Amendment") to the Agreement for School Resource Officer Services and Cost Sharing ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of July 1, 2015 ("Effective Date"), by and between the City of Oxnard, a municipal corporation ("City"), and Rio School District ("RSD"). This First Amendment amends the Agreement entered into on July 1, 2014 by City and RSD.

City and RSD agree as follows:

1. The first paragraph of Section 3 shall be replaced in its entirety with the following:

"Cost Sharing: Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventeen and half percent (17.5%) of the cost to operate and administer the SRO program for FY 2015-2016 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Thirty Thousand, Four Hundred and Forty Eight Dollars (\$30,448) (17.5% of the cost of the officer) no less than thirty (30) days prior to June 30, 2016."

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

CITY OF OXNARD

RIO SCHOOL DISTRICT

Greg Nyhoff, City Manager

Dr. John Puglisi, Superintendent

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

Jeri Williams, Chief of Police

**FIRST AMENDMENT TO AGREEMENT FOR SCHOOL RESOURCE OFFICER
SERVICES AND COST SHARING**

This First Amendment ("First Amendment") to the Agreement for School Resource Officer Services and Cost Sharing ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of July 1, 2015 ("Effective Date"), by and between the City of Oxnard, a municipal corporation ("City"), and Hueneme School District ("HSD"). This First Amendment amends the Agreement entered into on July 1, 2014 by City and HSD.

City and HSD agree as follows:

1. The first paragraph of Section 3 shall be replaced in its entirety with the following:

"Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund thirty-three percent (33%) of the cost to operate and administer the SRO program for FY 2015-2016 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Fifty-Seven Thousand Four Hundred and Twenty Dollars (\$57,420) (33% of the cost of the officer) no less than thirty (30) days prior to June 30, 2016."

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

CITY OF OXNARD

HUENEME SCHOOL DISTRICT

Greg Nyhoff, City Manager

Jerry Dannenberg
Dr. Jerry Dannenberg, Superintendent

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

SM Fischer
Stephen M. Fischer, Interim City Attorney

N/A
Risk Manager

APPROVED AS TO CONTENT:

Jeri Williams
Jeri Williams, Chief of Police

**FIRST AMENDMENT TO OSD AGREEMENT #14-34 FOR SCHOOL RESOURCE
OFFICER SERVICES AND COST SHARING**

This First Amendment ("First Amendment") to the Agreement for School Resource Officer Services and Cost Sharing ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of June, 2015, to be effective on the 1st day of July, 2015 ("Effective Date"), by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard School District ("OSD"). This First Amendment amends the Agreement entered into on July 1, 2014 by City and OSD.

City and OSD agree as follows:

1. Section 3 shall be replaced in its entirety with the following:

"Cost Sharing: Reimbursement, Method of Payment. City and OSD agree that OSD shall be obligated to fund forty-six percent (46%) of the cost to operate and administer the SRO program for FY 2015-2016 and that City shall be obligated to fund the balance. City shall submit to OSD an invoice in the amount of One Hundred Fifty Thousand, Two Hundred Seventeen Dollars and sixty-six cents (\$150,217.66) (46% of the cost of the officer) no less than thirty (30) days prior to June 30, 2016."

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

2. Section 6, "Term" – the term of the amended Agreement shall be from July 1, 2015 to June 30, 2016, unless earlier terminated as provided therein.
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Greg Nyhoff, City Manager

OXNARD SCHOOL DISTRICT

Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Jen Williams, Chief of Police

**FIRST AMENDMENT TO AGREEMENT FOR SCHOOL RESOURCE OFFICER
SERVICES AND COST SHARING**

This First Amendment ("First Amendment") to the Agreement for School Resource Officer Services and Cost Sharing ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of July 1, 2015 ("Effective Date"), by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Union High School District ("OUHSD"). This First Amendment amends the Agreement entered into on July 1, 2014 by City and OUHSD.

City and OUHSD agree as follows:

1. The first paragraph of Section 3 shall be replaced in its entirety with the following:

"Cost Sharing; Reimbursement, Method of Payment. City and OUHSD agree that OUHSD shall be obligated to fund forty-three percent (43%) of the cost to operate and administer the SRO program for FY 2015-2016 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Two Hundred Ninety-Nine Thousand, Two Hundred and Eighty (\$299,280) (43% of the cost of the officer) no less than thirty (30) days prior to June 30, 2016."

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

CITY OF OXNARD

OXNARD UNION HIGH SCHOOL DISTRICT

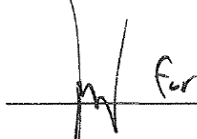
Greg Nyhoff, City Manager



Dr. Gabe Soumakian, Superintendent

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Stephen M. Fischer, Interim City Attorney



Risk Manager

APPROVED AS TO CONTENT:



Jeff Williams, Chief of Police

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Oxnard Union High School District ("District") is made and entered into as of July 1, 2015. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

City and District hereby agree as follows:

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

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

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

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

5. Term. The term of this Agreement shall be from August 31, 2015 to June 30, 2016, unless earlier terminated as provided herein.

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

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

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

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

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

City:

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

District:

Oxnard Union High School District
309 South "K" Street
Oxnard, California 93030
Attention: Dr. Gabe Soumakian, Superintendent

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

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

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

CITY OF OXNARD

OXNARD UNION HIGH SCHOOL
DISTRICT

Greg Nyhoff, City Manager

Dr. Gabe Soumakian, Superintendent

APPROVED AS TO FORM

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT

Jeri Williams, Police Chief

EXHIBIT "A"

HOURLY COMPENSATION RATES

Position	Hourly Rate
Police Officer	\$71.69
Senior Police Officer	\$84.43
Sergeant	\$95.66



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Gregory Barnes *GB*Agenda Item No. *L-2*Reviewed By: City Manager *JM*City Attorney *BT*Finance *mm*

Other (Specify) _____

DATE: June 12, 2015**TO:** City Council
FROM: Terrel Harrison, Interim Recreation Superintendent *TH*
 Recreation & Community Services

SUBJECT: Agreement with the Oxnard School District to Receive Grant Funds from the State
 After School Educational and Safety Grant to Operate the Oxnard Scholars After
 School Program in FY 15-16

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement (Contract No. A-7790) with the Oxnard School District for the City to receive an amount not to exceed \$2,130,000 to provide after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at 20 schools in FY 2015-2016.
2. Approve a special budget appropriation in the amount of \$2,130,000 from the After School and Safety (ASES) Program.

DISCUSSION

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 for 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; career awareness and work preparation activities; 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 the 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.

To participate in the program, priority is given to students that score below basic and basic in their API (Academic Performance Index) scores. In addition, principals, academic liaisons, and teachers identify students that need additional academic and extracurricular activities that encourage achievement and aid in the prevention of behavioral problems.

As the lead agency, the Oxnard School District receives \$2,424,725 in ASES grant funding annually. From this grant total, the City receives \$2,130,000 to administer, manage and operate the Oxnard Scholars Program at 17 elementary and 3 junior high school sites.

FINANCIAL IMPACT

The recommended FY15-16 budget includes \$2,130,000 from the Oxnard School District. The special budget appropriation will recognize the state grant award and appropriate the \$2,130,000 to various after school programs.

Attachment #1 - Agreement No. A-7790 with the Oxnard School District

Attachment #2 - Special Budget Appropriation

OXNARD SCHOOL DISTRICT

Agreement #15-31

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 24th day of June 2015 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 2015-2016 (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, 2015 to and including June 30, 2016 (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"). 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 supplemental ASES funded grant activities and/or Universal Grant monies as outlined in Exhibit A-0. The total compensation for the Additional Services, including reimbursement for actual expenses, shall not exceed One Hundred Thirty Thousand Dollars (\$130,000.00) through reimbursement for supplemental ASES funded grant activities and/or Universal Grant monies as outlined in Exhibit A-0, provided, however, that if Consultant renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services. 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
555 South "A" Street, Suite 265,
Oxnard, California 93030
Attention: Sofia Balderrama
Phone: (805) 385-7993
Email: sofia.balderrama@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

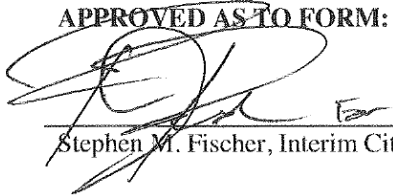
Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Terrel Harrison, Interim Recreation
Superintendent

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Not Project Related

[X] Project #15-31

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

[X] Project #15-31

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

[X] Project #15-31

- 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 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 Manager, Special Programs at District immediately.

Not Project Related

[X] Project #15-31

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.

Not Project Related

☒ Project #15-31

- 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.

Not Project Related

[X] Project #15-31

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 Manager, Special Programs 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.

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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.

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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.

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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,

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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).

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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

District 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. District 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. District shall retain all training materials 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), 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)”

■ 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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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, hyperflexity, 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.

*Consider GU exam if in private setting. Having third party present is recommended.

*Consider 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

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(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
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Exhibit “A(2)(iii)”

(INSERT SCHOOL NAME HERE) Agreement No. A-7790
 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:

- 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

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¿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 3^a conferencia internacional sobre las concusiones deportivas escrito el 5/20/2010

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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: _____		Agreement No. A-7790	
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	Repeated 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).

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Returning to School (Continued)

Agreement No. A-7790

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

1. **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.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. 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

1. No physical activity
2. 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).
3. 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).
4. 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).
5. Full contact in controlled practice.
6. 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: _____

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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.

Keep Their Heart in the Game

Agreement No. A-7790

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

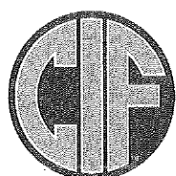
DATE

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>



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Exhibit “A(2)(vi)”

California Interscholastic Federation

SPORTS MEDICINE ALERT

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

www.cifstate.org

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		
	Exist (x)	Follow (x)	Needed (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.			
Notes:			
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.			
Notes:			
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).			
Notes:			

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)”

California Interscholastic Federation

SPORTS MEDICINE ALERT

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

www.cifstate.org

MRSA

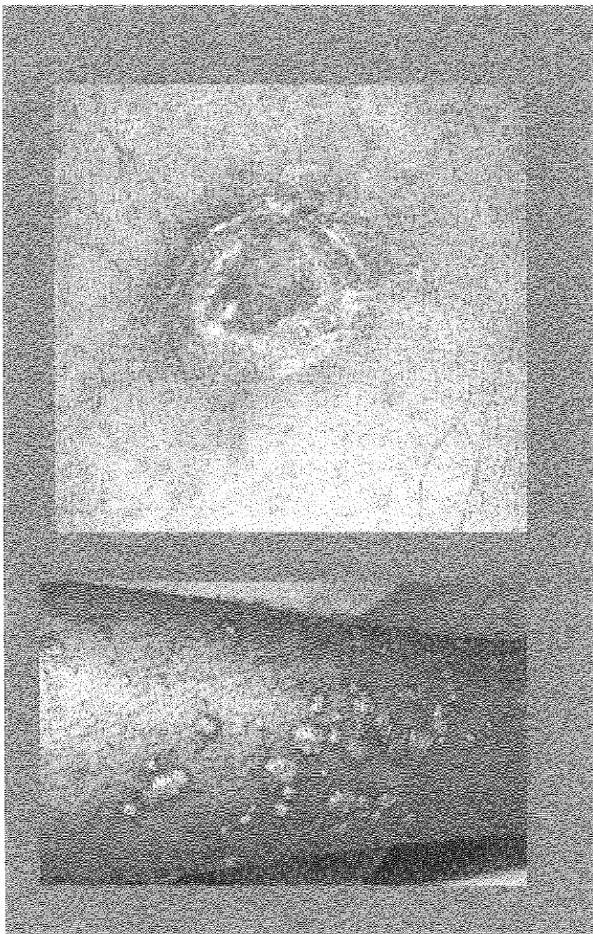
MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections 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)

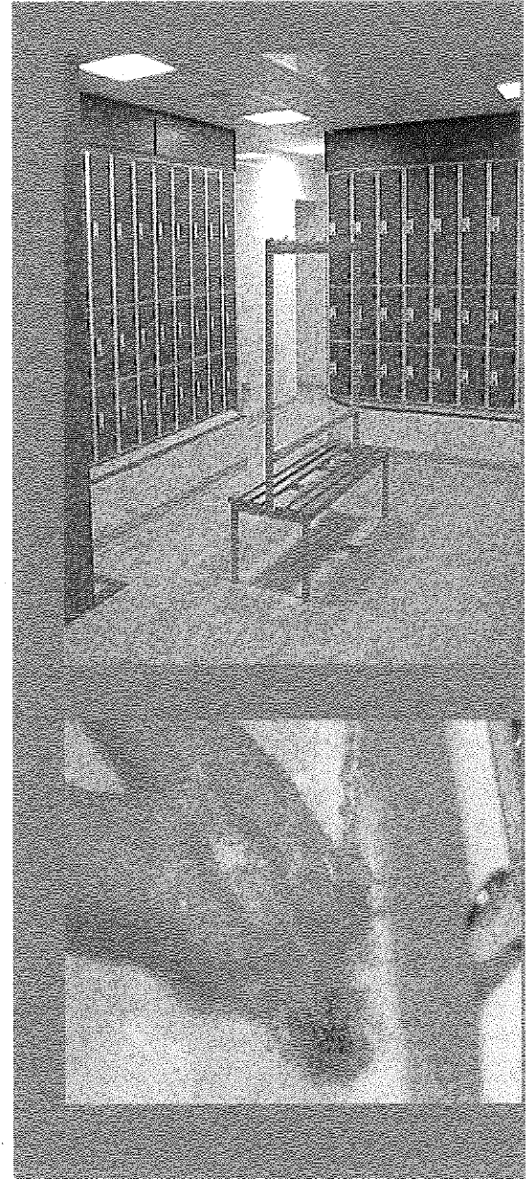
**If you have any of these
signs or symptoms, seek
medical attention
immediately.**



Preventing MRSA

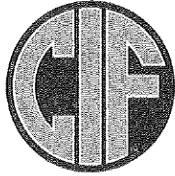
Here are some precautions for preventing the spread of MRSA

- 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.I)

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 away from 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 and 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 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 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 taken 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.

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-31

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 supplemental and/or universal ASES funded grant activities as outlined in Exhibit A-0.
- II. The total compensation for the Additional Services including reimbursement for actual expenses, shall not exceed One Hundred Thirty Thousand Dollars (\$130,000.00) through reimbursement for supplemental and/or universal ASES funded grant activities as outlined in Exhibit A-0; provided, however, that if Consultant renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.
- 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.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-31

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

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.

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-31

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 [X] 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 [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

REQUEST FOR SPECIAL BUDGET APPROPRIATION- FY 15-16

Department: Recreation & Com Services
 Project/Program
 Manager: Tenel Harrison

Date: June 12, 2015
 Phone: 805-385-7995

Reason for Appropriation:

Recognize After School Education and Safety (ASES) Program Grants for FY 15-16 per Agreement A-7790 via Oxnard School District for the Oxnard Scholars After School Program at 17 elementary and 3 junior high after school programs.

Accounts and Descriptions

AMOUNT

Fund: 21ST CENTURY CLCP-ASESP (272)

Revenues/Transfers In

YOUTH DEVELOPMENT (5502)

272-5502-531-7201	FEDERAL & STATE SOURCES/FEDERAL GRANT REV.	2,130,000
	Sub-total Revenues	2,130,000

Expenditures/Transfers Out

YOUTH DEVELOPMENT (5502)

272-5502-805-8104	Materials & Supplies-Supplies-Shop & Field	40,000
272-5502-805-8126	Materials & Supplies-Recreation Supplies	40,000
272-5502-805-8134	Materials & Supplies-Minor Equipment	5,000
272-5502-805-8209	Services Other-Prof. Contract	5,000
272-5502-805-8425	Telephone Charges/cell	10,000
AS0925 (Marshall ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	80,000
AS0926 (Ramona ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	95,000
AS0927 (Marina West ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	90,000
AS0928 (Lemonwood ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	95,000
AS0929 (Driffill ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	95,000
AS0930 (Sierra Linda ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	85,000
AS0931 (Brekke ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	90,000
AS0932 (Curren ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	95,000
AS0933 (Chavez ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	95,000
AS0934 (Rose Avenue ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	105,000
AS0935 (Ritchen ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	90,000
AS0936 (McAuliffe ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	80,000
AS0937 (Kamala ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	95,000
AS0938 (McKinna ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	85,000
AS0939 (Harrington ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	85,000
AS0940 (Elm ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	85,000
AS0941 (Frank Jr. High ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	110,000
AS0942 (Fremont Jr. High ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	110,000
AS0943 (Haydock Jr. High ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	110,000
AS0944 (Juan Soria ASP)		
272-5502-805-8002	Persnl Svs-Direct Labor Temporary	95,000

REQUIRES CITY COUNCIL AUTHORIZATION

BA DOC.# (Finance)
 Revised : 2/23/2012

AS0945 (Core Team Support)
272-5502-805-8002

Persnl Svs-Direct Labor Temporary

160,000

Sub-total Expenditures

2,130,000

Net Change to Fund Balance 0

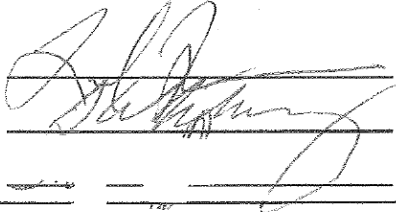
Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

City Manager



REQUIRES CITY COUNCIL AUTHORIZATION

BA DOC.# (Finance) _____
Revised : 2/23/2012

