

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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
June 14, 2022
Regular Meeting - 6:45 to 8:15 PM

Zoom details to call-in for public comment during a meeting:

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 899 0689 3458**
- 3. Passcode: 382181**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
 - b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

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.

Agenda Item time estimates: (Presentation / Committee Discussion / Public Comment)

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take 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.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the May 24, 2022 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Housing Department

SUBJECT: License Agreement A-8457 to Oxnard Housing Authority for use of property located at 1500 Camino Del Sol. (0/5/5)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Community Development Committee recommend that the City Council approve and authorize the Mayor to execute License Agreement A-8457 with the Oxnard Housing Authority for the use of property located at 1500 Camino del Sol in the amount of \$564,000 over a term of five years.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Yliiq0MHRVU>

Contact: Emilio Ramirez, (805) 385-8094

2. Police Department

SUBJECT: Donation from Transcend Robotics of a Vantage Patrol Robot to the Oxnard Police Department. (0/5/5)

RECOMMENDATION: That the Community Services, Public Safety, Housing, and Development Committee recommends that the Oxnard City Council

1. Authorize the Oxnard Police Department to accept ownership of a Transcend Robotics Incorporated Vantage Patrol Robot donated by Mr. Huei Thahn Doan, and
2. Authorize the acquisition and use of the Transcend Robotics Incorporated Vantage Patrol Robot pursuant to the provisions of Assembly Bill 481 (Government Code sections 7070-7075).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/IIOmuVnICWo>

Contact: Jason Benites, (805) 385-7624

3. Cultural & Community Services Department

SUBJECT: Amendment to an Agreement with the Hueneme Elementary School District (A-8337) for the Operations of the After School Education and Safety Grant (ASES), to increase the total value of the agreement by \$3,857,261, bringing the total agreement amount to \$7,017,157. (0/5/5)

RECOMMENDATION: That the Committee recommend that the City Council approve and authorize the Mayor to execute an amendment to the agreement (A-8337) with the Hueneme Elementary School District (HESD) for the operations of the Hueneme After School Education and Safety (ASES) Grant to:

(1) Increase the agreement amount by \$3,857,261 resulting in a total agreement amount of \$7,017,157; and

(2) Approve a budget appropriation recognizing \$1,901,786 in grant funding for FY 2022-2023.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/muo58bBTk0I>

Contact: Terrel Harrison, (805) 385-7994

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING &
DEVELOPMENT COMMITTEE AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: June 14, 2022

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the May 24, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 05 24 2022 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
MAY 24, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair Bryan A. MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & Development Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bryan MacDonald, Member Oscar Madrigal, and Member John C. Zaragoza were present in person.

Staff members Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Ken Rozell, Chief Assistant City Attorney; Alexander Hamilton, Fire Chief; Denise Shadinger, Assistant Chief of Police; Marc Amon, Police Commander; Emilio Ramirez, Housing Director; Albert Ramirez, Assistant Housing Director and Rose Chaparro, City Clerk were present in person.

Staff members that participated via videoconference were Alexander Nguyen, City Manager; Shiri Klima, Deputy City Manager; Jason Benites, Police Chief; Tim Kelley, Special Operations Commander; Christopher Williams, Police Commander; John R. Colamarino, Assistant Fire Chief; and Tatiana B. Arnaout, P.E., City Engineer.

Jackie Rose, Director; Donna Gillesby, Deputy Director; and Phil Rarick Director of Administrative Services with the Ventura County Animal Services also participated via videoconference.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Douglas Partello (public speaking).

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the May 10, 2022 regular meeting as presented.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the Information/Consent item as presented. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Police Department

SUBJECT: Animal Safety Services with the County of Ventura. (0/10/10)

RECOMMENDATION: That the Community Services, Public Safety, and Economic Development Committee recommend the City Council approve a budget appropriation with a total cost projection in the amount of \$2,156,159 and authorize the Mayor to sign a Service Level Request for FY 22-23 for the third year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.

Marc Amon, Police Commander introduced Jackie Rose, Director; Donna Gillesby, Deputy Director; and Phil Rarick, Director of Administrative Services with the Ventura County Animal Services, who presented and answered the Committee's questions. No public comments were received.

It was moved by Member Madrigal, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

2. Fire Department

SUBJECT: Purchase Order with Motorola for \$777,385.26 for 73 Radios. (0/5/5)

RECOMMENDATION: That the Community Services, Public Safety, and Housing & Development Committee recommends that the City Council authorize the Mayor to sign a Purchase Order with Motorola Solutions in the amount of \$777,385.26 for the purchase of thirty-three (33) APX 8500 all-band mobile radios and forty (40) APX 8000 all-band portable radios with spare batteries and remote speaker microphones.

Alexander Hamilton, Fire Chief, presented and answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

3. Housing Department

SUBJECT: United States Department of Housing and Urban Development's Role in addressing the Housing Crisis & Homelessness. (0/15/10)

RECOMMENDATION: That the Community Services, Public Safety, and Housing & Development Committee:

1. Receive a Report on the United States Department of Housing and Urban Development's Housing Choice Voucher Programs progression over time to respond to changing housing needs; and
2. Direct staff to prepare and present to the Oxnard Housing Authority Board of Commissioners a comprehensive proposal to respond to the housing crisis with a homeless services program inclusive of the continued solicitation of special purpose vouchers, future voucher project-based commitments and adoption of a local preference in support of homeless individuals.

Emilio Ramirez, Housing Director, presented and answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

It was moved by Chair MacDonald, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 7:14 p.m.

ROSE CHAPARRO

City Clerk

BRYAN A. MACDONALD

Chair



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: June 14, 2022

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: License Agreement A-8457 to Oxnard Housing Authority for use of property located at 1500 Camino Del Sol. (0/5/5)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Community Development Committee recommend that the City Council approve and authorize the Mayor to execute License Agreement A-8457 with the Oxnard Housing Authority for the use of property located at 1500 Camino del Sol in the amount of \$564,000 over a term of five years.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Yliiq0MHRVU>

BACKGROUND

The City's Multi-Service Center, located at 1500 Camino Del Sol, was originally leased to the Oxnard Housing Authority on July 19, 1994 to assist the Oxnard Housing Authority to obtain a \$1 million grant from the United States Department of Housing and Urban Development to implement a Family Investment Center. The proposal was for a five-year program focused on providing self-sufficiency training through supportive services for residents of public housing. When the grant ended, the Oxnard Housing Authority continued the program at a reduced level and a new lease was initiated in July 2001. The Oxnard Housing Authority was also able to operate the building at a reduced cost, compared to what it cost the City to operate the building.

The premises represent a tremendous asset to the La Colonia community and surrounding neighborhoods. For the past two plus decades, the premises have provided an operational base for Resident Services Programs that serve public housing residents. Tenants located at the premises include: Catalyst Family Inc. aka "La Escuelita", Child Development Resources of Ventura County, Inc., New Dawn Counseling and Consulting, Inc., Future Leaders of America, City of Oxnard Colonia mini library, Infinite New Day, Inc., a computer lab, and Colonia Village Tenant Association's office. Staff will be actively marketing the office space available.

Although the premises has rent-paying tenants, those rents have never covered the full operating costs. The 2001 lease provided a \$130,000 subsidy from the City General Fund to the Housing Authority for the operation of the site, including landscaping, necessary repairs, administrative costs, and utility services expenses. Over the years, the annual operating subsidy has continued to decrease to the most recent amount of \$72,000, which is budgeted in from the General Fund Non-Departmental.

As a result of the pandemic, one of the tenants occupying the largest tenant space closed its offices

permanently, a second tenant requested rent relief, and Oxnard Housing Authority has not been able to actively market the vacant space. The unexpected financial losses in FY 2020 - 2021 were covered by exhausting the operating reserves for the premises. Despite receiving \$126,732 in rent revenues for the current fiscal year and only completing emergency repairs, there is not sufficient budget in the operating reserves to cover the loss of rent in FY 2021-2022. Therefore, the Oxnard Housing Authority is seeking approval for an increase in subsidy to a total of \$184,000 for FY2021-22 (net increase of \$112,000). This increased funding will cover the monthly operating expense of \$22,000 (grounds keeping, janitorial services, plumbing, electrical, heating, air conditioning, etc.).

Effective July 1, 2022, and in the remaining years of the agreement, the subsidy will be \$95,000 annually, which is included in the proposed FY 2022-2023 budget.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The funding for this item will be from the General Fund Non-Departmental. There is sufficient funding in the FY 2021-22 available budget to fund the net increase of \$112,000. Thereafter, the annual net increase of \$23,000, to total \$95,000 annually, will be included in the each recommended budget through the end of the contract term.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Multi Service Center License
2. PowerPoint Presentation

LICENSE AGREEMENT

THIS LICENSE for use of property located at 1500 Camino del Sol, Oxnard, California (“**License**”) is made and entered into in the County of Ventura, State of California on this ____ day of _____, 2022, by and between the Oxnard Housing Authority (“**Licensee**”), and the City of Oxnard, a California municipal corporation (“**Licensor**”), upon the following terms and conditions:

1. Description of Property

Licensor hereby licenses to Licensee, and Licensee hires from Licensor for the term pursuant to the covenants, provisions and conditions set forth herein, the use of an approximate 17,682 square foot building located at 1500 Camino del Sol in Oxnard, California (“**Premises**”). Licensee has previously used the Premises pursuant to a lease dated July 19, 1994, July 1, 2011, and September 1, 2014, and extensions thereof (“**Prior Leases**”). Presently, the Premises are occupied by Licensee and subtenants of Licensee. Most of Licensee’s subtenants are public service organizations, providing support for the community and Housing Authority public housing tenants. Licensor and Licensee acknowledge that the subtenants presently occupying the Premises are providing public service to the residents of Oxnard, and that such benefit shall serve as consideration for Licensor’s grant of this License.

2. Term

This License shall begin on _____, 2022, and expire on June 30, 2027, unless sooner terminated pursuant to the provisions of this License, or in accordance with law. This License may be extended by written agreement executed by the City Manager and the Housing Director.

3. Use

The Premises shall be used for the following specified purposes and shall not be used for any other purpose without the prior written consent of the City Manager: Office spaces, library purposes, child care purposes, after school programs, job and training programs, welfare to work programs and other public services programs operated by either Licensee or sublicensees that benefit the residents of Oxnard.

4. Improvements

a. Licensee shall not make, or permit to be made, any alteration to the Premises, or any part thereof, without the prior written consent of the City Manager. The City Manager will not unreasonably withhold consent to any request by Licensee to make reasonable improvements to the Premises. Licensee will not make material changes to the signs identifying the Premises without written consent of the City Manager.

b. Any improvements placed or constructed upon the Premises, or any part thereof, shall be at the sole expense of Licensee. Any addition to or alteration of the Premises, except movable furniture and trade fixtures, shall become a part of the realty and belong to the Licensor.

c. Licensee shall at Licensee's sole expense, provide and maintain any special equipment used by Licensee and make any installation, alteration or improvement required by law or by any governmental authority by reason of Licensee's use of the Premises.

5. Utilities

a. Licensee shall pay for and supply to the Premises the following utilities: Custodial services, water, gas, wastewater, solid waste, electric, and heating and air conditioning for the comfortable use and occupancy of the Premises.

b. Licensee shall provide, at its own expense, telephone service and any other necessary or convenient service for which Licensee may subscribe, including any special utility accessory or connection not regularly provided by Licensor.

6. Indemnity by Licensee

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) Licensee's performance of this License; (ii) Licensee's failure to comply with any of its obligations contained in this License; (iii) the condition of any portion of the Premises subject to use by Licensee and Licensee's employees, staff, consultants, agents, contractors, suppliers, invitees, guests, patrons, licensees, sublicensees, successors and assigns (collectively, **"Licensee's Representatives"**); (iv) Licensee's and Licensee's Representatives' use of any portion of the Premises; or (v) the conduct of Licensee's business operated on or about the Premises or any act or negligence of Licensee, or any of Licensee's Representatives. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, Licensee shall submit a claim to the City of Oxnard for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

c. This Section shall survive the termination of this License. The provisions of this Section shall not be restricted by and do not affect the provisions of this License relating to insurance.

7. Maintenance and Repair

a. Licensee accepts the Premises "as is" and agrees, at Licensee's sole expense, to maintain the Premises and the landscaping immediately surrounding the Premises in neat and clean order and in a condition free from debris and accumulations of waste and fire hazards. Licensee, at its own expense, shall maintain and make all necessary repairs to the Premises, except as otherwise provided below. Licensee may use the "operating subsidy" described below to offset the expenses set forth in this Subsection 7.a.

b. Licensor and Licensee acknowledge that the Premises require new air conditioning, heating, ventilation and roofing systems. Licensee shall maintain existing systems to the extent reasonably possible, however, Licensee shall not be responsible for repair or replacement of major system components which have deteriorated or deteriorate during this License because of age.

c. Licensor shall be responsible for replacement and repair of all exterior utility lines, such as gas, electric, water and sewer lines servicing the Premises. Licensee shall be responsible for maintenance, repair and lighting of the parking facilities adjacent to and servicing the Premises.

d. Licensee shall be liable for the costs of any repairs to the Premises that may be necessary due to Licensee's acts or omissions.

e. Licensee agrees that on the last day of the License term or upon early termination of this License, Licensee will surrender to Licensor, the Premises and appurtenances in the same condition as received, less reasonable use and wear.

f. If Licensee shall fail to perform its duty of maintenance or repair hereunder, Licensor may, following thirty (30) days written notice to Licensee, perform or cause to be performed the maintenance or repair obligations of Licensee hereunder at Licensee's expense.

8. Operating Subsidy

a. Licensor shall pay to Licensee an operating subsidy of \$184,000 for Fiscal Year 2021-2022. Thereafter, the operating subsidy shall be adjusted to \$95,000 effective July 1, 2022.

b. The operating subsidy together with all revenues received by Licensee from sublicensees and from Licensee's own programs for occupancy of the Premises shall be used only to defray the reasonable and appropriate expenses of operating the Premises, including direct expenses and administrative expenses. Licensee shall provide to Licensor, within 90 days of the end of each year of the term of this License, a summary of expenses paid for the License year and the

revenues received. To the extent that revenues exceed expenses, the revenues shall be offset against the operating subsidy for the following year of the License term; provided, however, that Licensee shall be allowed to maintain an operating reserve equal to 8% of the previous year's operating expenses. If at the end of the License term, there is an excess of revenue over expenses and/or there remains any operating reserve, Licensee shall pay such excess, as well as the operating reserve, to Licensor.

c. Licensor shall pay the Fiscal Year 2021-2022 operating subsidy to Licensee by _____, 2022. Commencing with July 1, 2022, Licensor shall pay the operating subsidy to Licensee on the first day of the month and, and shall be prorated and paid on a monthly basis, so that 1/12 of the subsidy shall be paid each month.

9. Mechanic's Liens

Licensee shall maintain the Premises free from any liens arising out of any work performed on the Premises for material and labor furnished to the Premises or for any obligation incurred by Licensee.

10. Waste/Quiet Conduct

Licensee shall not permit, or suffer to be committed, any waste upon the Premises, or any nuisance or act which may disturb the quiet enjoyment of any other parties in the vicinity. Licensee shall remove or abate any and all nuisance conditions and cease all actions which may disturb the quiet enjoyment of any other party in the vicinity within twenty-four (24) hours of the date of any written or electronic notification from the Licensor.

11. Insurance

Licensor understands and acknowledges that Licensee is a self-insured public entity. Licensor agrees to accept Licensee's status as satisfactory compliance with Licensor's insurance requirements. In the event Licensee decides to change its insurance status, Licensee agrees to provide Licensor with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, Licensee agrees to provide Licensor with appropriate evidence of insurance coverage(s).

12. Fire Insurance

The maintenance of fire and extended coverage casualty insurance on the Premises and the improvements herein licensed (except fixtures, appliances, equipment and any other items brought into the Premises by Licensee) shall be the responsibility of the Licensor. Following Licensor's notice to Licensee thereof, Licensee shall not permit acts to be done upon the Premises, or uses to be made thereof which will increase the existing rate of fire or extended coverage insurance on the Premises, or any part thereof.

13. Taxes

If any activities carried on by Licensee or Licensee's sublicensees at the Premises result in the imposition of property or possessory interest taxes, Licensee shall be responsible for the payment of such taxes.

14. Assignment/Sublicensing

Licensee may sublicense all or any part of the Premises to any person or entity, so long as the "Use" provisions of Paragraph 3 hereinabove are not violated. Any sublicensing or assignment which would otherwise violate the "Use" provisions shall require the prior written consent of the City Manager. The City Manager's consent to any assignment, sublicensing, occupation or use by another person or entity shall not be deemed to be a consent to any subsequent assignment, sublicensing, or grant of permission for use.

15. Licensor's Regulations

Licensor reserves the right to promulgate and later amend reasonable rules and regulations relating to the occupancy and use of the Premises and appurtenances thereto to promote the maximum and best use of the Premises and the interests of all occupants of portions of the Premises. Licensee shall abide by such regulations and they shall be binding upon Licensee following Licensee's receipt of a copy of the regulations or later amendments thereto.

16. Condemnation

In case the whole of the Premises or such part thereof as shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Licensee or Licensor may terminate this License effective as of the date possession is required to be surrendered to such authority. Licensee shall not because of such taking, assert any claim against Licensor or the taking authority for any compensation because of such taking, and Licensor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Licensor except as provided below. In the event the amount of the Premises or the type of estate taken shall not substantially interfere with the conduct of Licensee's business; Licensor shall be entitled to the entire amount of the award without deduction for any estate or interest of Licensee. In such event, Licensor shall promptly proceed to restore the Premises to substantially its condition prior to such partial taking, and a proportionate allowance shall be made to Licensee for the rent corresponding to the time during which, and to the part of the Premises of which, Licensee shall be so deprived on account of such taking and restoration.

17. Parking

Licensee and Licensee's employees, agents, and invitees shall have the non-exclusive right to use the parking facilities located on the Premises. All parking facilities will be maintained by Licensee.

18. Entry by Licensor

Licensee shall permit Licensor, its agents or employees to enter into and upon the Premises at all reasonable times for the purpose of inspections, or making repairs, alterations or additions to any portion of the Premises which Licensor is required to make without any rebate or liability to

Licensee for any loss of occupation or quiet enjoyment of the Premises occasioned thereby. Lessor agrees that such right of entry shall not be exercised in such a manner as to unreasonably interfere with any business conducted by the Licensee or Licensee's sublicensees on the Premises.

19. Waiver

A waiver by Lessor of any default by Licensee in the performance of any covenant, term or condition of the License shall not constitute or be deemed a waiver of any subsequent or other default. The subsequent acceptance of consideration hereunder by Lessor shall not be deemed to be a waiver of any preceding breach or default by Licensee regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such consideration.

20. Notices

Except as otherwise provided, any communications between Lessor and Licensee and notices provided herein are to be given in writing or made by mailing:

To Lessor:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

To Licensee:

Oxnard Housing Authority
435 South "D" Street
Oxnard, California 93030
Attention: Housing Director

21. Governing Law

Lessor and Licensee agree that the construction and interpretation of this License and the rights duties of Lessor and Licensee hereunder shall be governed by the Laws of the State of California.

22. Severability

Lessor and Licensee agree that the invalidity in whole or in part of any provision of this License shall not void or affect the validity of any other provision.

23. Successors and Assigns

Lessor and Licensee agree that this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Licensee.

24. Time of Essence

Licensor and Licensee agree that time is of the essence in regard to performance of any of the terms or conditions of this License.

25. Default

Any breach of any term or condition of this License by Licensee shall constitute a default hereunder.

26. Remedies

In the event of any default by Licensee as defined herein, Licensor may exercise any remedy or right now or hereafter available to Licensor under the laws of the State of California.

27. Amendment

This License may be amended only by a written document signed by both the Licensor and the Licensee.

28. Entire Agreement

Licensor and Licensee agree that this License constitutes the entire agreement of the parties and supersedes all prior communications, agreements and promises either oral or written.

IN WITNESS WHEREOF, Licensor and Licensee each hereby represent that each has read this License, understand it, and hereby executes this License.

LICENSOR AND LICENSEE FURTHER ACKNOWLEDGE THAT EACH RECEIVED A COPY OF THIS LICENSE AT THE TIME OF EXECUTING THE SAME.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO LICENSE AGREEMENT

LICENSOR:

LICENSEE:

CITY OF OXNARD

OXNARD HOUSING AUTHORITY

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer
City Attorney

Rhonda Hodge
Housing Finance Officer

1500 CAMINO DEL SOL MULTI-SERVICE CENTER

Emilio Ramirez, Housing Director
Community Services, Public Safety, Housing & Development Committee
June 14, 2022

Background: 1500 Camino Del Sol

1. City's Multi-Service Center location, originally leased to the Housing Authority on July 19, 1994 to implement a Family Investment Center
2. Operational base: Resident Services Program
3. Tenants: Catalyst Family Inc., Child Development Resources of Ventura County Inc., New Dawn Counseling and Consulting Inc., Future Leaders of America, City of Oxnard Colonia mini library, Infinite New Day Inc, a computer lab, and the Colonia Village Tenant Association office
4. The lease agreement provides a subsidy from the City General Fund to help cover operational costs for the site including landscaping, repairs, administrative costs, and utility services. The original subsidy was in the amount of \$130,000 which over the years has been decreased to \$72,000

Funding Request

In FY2020-2021, despite receiving \$126,732 in rent revenues, the impact of the COVID-19 pandemic resulted in unexpected financial losses:

- Tenant occupying the largest space, closed its offices.
- A second tenant requested rent relief.
- Marketing of available space was delayed
- Operating reserves were exhausted
- Only emergency repairs were completed

Recommendation

That the Housing and Economic Development Committee recommend that the City Council approve and authorize the Mayor to:

1. Execute License Agreement A-8457 with the Oxnard Housing Authority for the use of property located at 1500 Camino Del Sol in the amount of \$564, 000 over a term of five (5) years
2. Authorize an increase in operational subsidy to a total of \$184,000 for FY2021-2022 to cover financial loss. This funding will help cover the monthly operating expense of \$22,000 (grounds keeping, janitorial services, plumbing, electrical, heating, air conditioning, etc.)
3. Effective July 1, 2022, the new operational subsidy to be \$95,000 annually



QUESTIONS?



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: June 14, 2022

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Donation from Transcend Robotics of a Vantage Patrol Robot to the Oxnard Police Department. (0/5/5)

RECOMMENDATION

That the Community Services, Public Safety, Housing, and Development Committee recommends that the Oxnard City Council

1. Authorize the Oxnard Police Department to accept ownership of a Transcend Robotics Incorporated Vantage Patrol Robot donated by Mr. Huei Thahn Doan, and
2. Authorize the acquisition and use of the Transcend Robotics Incorporated Vantage Patrol Robot pursuant to the provisions of Assembly Bill 481 (Government Code sections 7070-7075).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/IIOmuVnICWo>

BACKGROUND

Mr. Huei Thahn Doan (donor) wishes to donate a *Transcend Robotics Vantage Patrol Robot* to the Oxnard Police Department, in hopes that this equipment will provide greater protection to officers and citizens during incidents involving mentally and emotionally disturbed individuals, natural disasters, hazardous materials incidents, and incidents involving armed and violent suspects.

The *Vantage Patrol Robot* (pictured below) is a small, remote-controlled ground vehicle that provides officers with the ability to visually inspect hazardous environments via video cameras and make two-way communication from a safe distance without exposing officers to potential hazards. The robot can be used during high-risk tactical situations, such as barricaded subjects and hostage incidents. The robot may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations. The robot has no weapons. The estimated cost to purchase this item is \$33,000.00.

This equipment is defined as "military equipment" under AB481. The Oxnard Police Department seeks the approval of City Council to authorize the acquisition and use of this equipment under California Government Code 7070(c)1 and the Oxnard Police Department Policy Manual Section 708.

More information about the *Transcend Robotics Vantage Patrol Robot* can be found at: <https://www.transcendrobotics.com/transcendproduct/vantage-patrol-robot/>



STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

This Agreement does not impact nor require contribution from the General Fund.

Prepared by: Timothy Kelley, Police Commander

ATTACHMENTS

1. Community Services, Public Safety, Housing & Development- 6_14_2022- Item 2022-1998 (4)

COMMUNITY SERVICES, PUBLIC SAFETY, AND HOUSING DEVELOPMENT COMMITTEE MEETING

JUNE 14, 2022

Acceptance of Equipment Donated to the Oxnard Police Department

Tim Kelley, Commander

- Provide Background information
- Proposal
- Questions

The donor, Mr. Huei Thahn Doan, is a California business person who believes that use of technology can provide greater safety for officers and community members during incidents involving mentally and emotionally disturbed individuals, natural disasters, hazardous materials incidents, and incidents involving armed and violent suspects.

BACKGROUND (CONTINUED)

Mr. Doan purchased thirty (30) Vantage Patrol Robots from Transcend Robotics and has been generously donating them to law enforcement agencies throughout California. The Oxnard Police Department was selected as one of the agencies to receive this donation. This equipment will allow officers to utilize time and distance when attempting to de-escalate potentially violent incidents.

DESCRIPTION OF EQUIPMENT

5

- Transcend Robotics Vantage Patrol Robot
- Battery operated remote controlled ground vehicle
- Equipped with video cameras
- Two-way audio communications
- Audio/ video recording capability
- Portable- able to store in the trunk of a patrol car
- Purchase cost is approximately \$33,000.00
- *Defined as “military equipment” under AB481*

DESCRIPTION (CONTINUED)

6

The Vantage Patrol Robot provides officers with the ability to visually inspect hazardous environments via video cameras and make two-way communication from a safe distance without exposing officers to potential hazards. The robot can be used during high-risk tactical situations, such as barricaded subjects and hostage incidents. The robot may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations.

MILITARY EQUIPMENT INVENTORY

7

Equipment Name: Unmanned, remotely operated ground vehicle – CA Govt. Code §7070(c)(1)

Quantity Owned/Sought: 1 sought

Lifespan: Approximately 10 years

Equipment Capabilities: The small remotely operated ground vehicle can be deployed quickly and is capable of providing live and recorded video images through several cameras including a pan, tilt, zoom camera. The vehicle has night vision and infrared capability. A built-in speaker and microphone provide the ability to establish verbal communications.

Manufacturer Product Description: *Transcend's Vantage robot is the world's only double-patented automatic stair and obstacle climbing robot for First Responders. It's the only option for First Responders that want their robot to "just figure it out" on the first attempt to climb stairs, clothes and junk without the burden of tedious manual controls associated with flippers and other limb systems. This means the Vantage can be used without prior training to enter a house or building to see, hear and learn what's happening before sending officers inside.*

Purpose/Authorized Uses: Provides officers the ability to visually inspect hazardous environments and make two-way communication from a safe distance without exposing officers to potential hazards. The robot can be used during high-risk tactical situations, such as barricaded subjects and hostage rescues. The robot may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations.

Fiscal Impacts: If acquired, this will be a donation made to the Oxnard Police Department. There would be no cost associated with this acquisition.

Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to the robot entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 610.5.1

Training Required: Only SWAT Team personnel are authorized to control the robot, and only after completing operator training.



- Accept the donation of the equipment to be utilized by the Oxnard Police Department
- Authorize the use of this equipment under California Government Code 7070(c)1 and the Oxnard Police Department Policy Manual Section 708

- This Agreement does not impact nor require contribution from the General Fund

- <https://www.youtube.com/watch?v=PsZCVkv6KCg>
- <https://www.transcendrobotics.com/>



QUESTIONS



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: June 14, 2022

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Amendment to an Agreement with the Hueneme Elementary School District (A-8337) for the Operations of the After School Education and Safety Grant (ASES), to increase the total value of the agreement by \$3,857,261, bringing the total agreement amount to \$7,017,157. (0/5/5)

RECOMMENDATION

That the Committee recommend that the City Council approve and authorize the Mayor to execute an amendment to the agreement (A-8337) with the Hueneme Elementary School District (HESD) for the operations of the Hueneme After School Education and Safety (ASES) Grant to:

- (1) Increase the agreement amount by \$3,857,261 resulting in a total agreement amount of \$7,017,157; and
- (2) Approve a budget appropriation recognizing \$1,901,786 in grant funding for FY 2022-2023.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/muo58bBTk0I>

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. Afterschool and summer learning programs are locally-designed school and community solutions that provide a safe place for students and provide much-needed support for families to balance work with home.

In 2008, a partnership began between the Recreation and Community Services' City Corps Program ("City") and Hueneme School District (HESD). Today, the partnership focuses on the strength of each organization – classroom learning by HESD and enrichment learning by the City. The most notable outcome of this deep district-city partnership is the effective access by ASES youth to the many activities that introduce them to the world of work and service. Younger students are introduced to service and its connection to work and the discernment of work likes and dislikes. Since City Corps has staffed the program, there have been numerous City Corps participants who have entered the workforce as credentialed teachers. On a daily basis, the ASES program serves over 1040 students at ten (10) school sites and provides employment training to approximately 60 individuals between the ages of 18-24.

The program model incorporates the following three (3) elements, which integrates 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, general recreation; community service-learning and other youth development activities based on student needs and interests.
3. Homework Center Element: On a daily basis, the program serves over 1,040 students throughout 10 school sites. After eating a nutritious snack, the students participate in homework assistance, math, arts, reading and recreational sports programming.

DISCUSSION

The proposed amendment will keep the first year of the current agreement as is and increase the amount the City receives from HESD in year two (FY 2022-23) and year three (FY2023-24) for a new total agreement value of \$7,017,15. See additional details in the Financial Impact section of this report.

The increased funding allows for increased programming and the associated staffing to implement the programs. The current staffing includes:

- one (1) Recreation Coordinator (FTE)
- fifty (50) Part-time Afterschool Instructors (EH)

In FY 2022-2023 the staffing will increase to:

- one (1) Recreation Supervisor (FTE) (new)
- one (1) Recreation Coordinator (FTE)
- eleven (11) Recreation Leader IIIs (FTE) (new)
- one hundred (100) Part-time Afterschool Instructors (EH) (50 new)

These additional part-time instructor positions will directly support the increased enrollment capacity for the ASES program at each school site. The new full-time positions will provide an increase in services, such as: expanding the number of students served at each of the 10 school sites, tracking attendance and enrichment program progress for each site, student enrollment, communication with HESD staff and overarching program and staff development planning. The 11th leader will oversee athletic skill training and participation in inter-school and local league play across the program. The Recreation Supervisor will provide the necessary supervision, support, and leadership for the additional permanent staff and the existing Recreation Coordinator position. The existing Recreation Coordinator will continue to support the operation of the ASES program at the 10 school sites by directly supervising the Recreation Leader III positions and their development.

Due to the timing of the budget hearings for the proposed FY 2022-2023 (June 7, 2022 & tentatively June 21, 2022), the budget does not include this funding or these positions in the associated Position Control

Resolution. If this agreement is recommended for approval by the Committee on June 14, 2022, the Position Control Resolution and a budget appropriation will be prepared for the June 30, 2022 Council meeting.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The agreement with HESD for 2021-2024 (A-8337) for an amount of \$3,159,896 was approved on June 29, 2021. The Year One amount of \$1,053,299 was included in the adopted FY 2021-2022 budget in the ASES fund (272-5511). The amendment to the original memorandum of understanding (A-8337) will adjust the annual amount for FY 2022-23 (Year Two) and FY2023-24 (Year Three) in the ASES Fund (272-5511) as follows.

Year	Fiscal Year	Current Contract Amount	Proposed Increase (Amendment Amount)	Total
1	FY 2021-2022	\$1,053,299.00	\$ —	\$1,053,299.00
2	FY 2022-2023	\$1,053,299.00	\$1,901,786.00	\$2,955,085.00
3	FY 2023-2024	\$1,053,298.00	\$1,955,475.00	\$3,008,773.00
Totals		\$3,159,896.00	\$3,857,261.00	\$7,017,157.00

This anticipated increase in grant funding will essentially add twelve (12) new full-time authorized positions: one (1) new Recreation Supervisor with an estimated annual cost of \$133,484 annually, eleven (11) new Recreation Leader III with an estimated cost of \$940,302 (85,482/each), fifty (50) Extra Help Afterschool Instructors with an estimated cost of \$828,000 totaling approximately \$1,901,786 for year two. These positions rely on grant funding. Any decrease in future funding can affect the number of positions, meaning a loss of funding may result in the elimination of these positions.

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

Prepared by: Julie Estrada, Recreation Coordinator, Sandra Diaz, Administrative Assistant

ATTACHMENTS

1. Original Contract A-8337
2. Hueneme Elementary School District ASES Amendment
3. BA for Hueneme ASES FY 22-23 (Amendment)
4. HSD ASES Amendment Presentation 2022-24

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

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

This serves as a Memorandum of Understanding and Responsibility Agreement that IIESD and OCC will work together toward meeting the ASES Program Plan goals for the 2021-2024 school years at the following schools: Richard Bard, Charles Blackstock, E.O. Green, Art Haycox, Julien Hathaway, Hueneme, Ansgar Larsen, Parkview, Sunkist and Fred Williams. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

OCC agrees to:

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



11. Maintain all materials provided for the ASES staff by having staff return items at the end of each day.
12. Provide budgetary information to HESD as required.

OCC will be provided with an annual total of \$1,053,299 paid in 10 monthly installments of \$105,323 through a subcontract with HESD in the 2021-22, 2022-23 and 2023-24 fiscal years and a maximum of \$3,159,896 for the duration of this three year contract.

HESD agrees to:

1. Manage the program budget, including collaborating with OCC to ensure the 2021-2024 ASES Program Plan goals are being met and for proper payment for services.
2. Provide professional learning and follow-up coaching support to ASES staff.
3. Provide supplies and materials for use in the ASES Program.
4. Visit sites to ensure grant compliance on programmatic levels.
5. Coordinate with agencies to ensure proper implementation and modification, as needed.
6. Work with collaborating agencies to address any parent, teacher, student, or other program participant concerns that may arise.
7. Collaborate with Oxnard City Recreation and Community Services Project Manager annually to monitor overall program progress and achievement of goals.

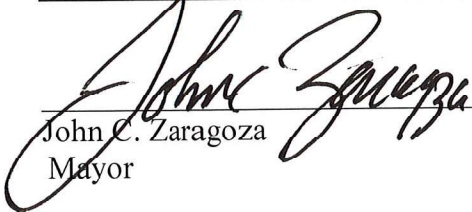
Additionally, HESD will provide one on-site After School Program Site Coordinator/Academic Liaison who will be responsible for the daily operation of the ASES Program as follows:

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

///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///

This agreement shall begin on July 1, 2021 and continue to be implemented until June 30, 2024. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms. Ongoing review of this agreement will be the responsibility of both parties. Either party can initiate release of this agreement with a 30-day notice. Funding for the ASES Program is contingent upon state funding.

For City of Oxnard:


John C. Zaragoza
Mayor

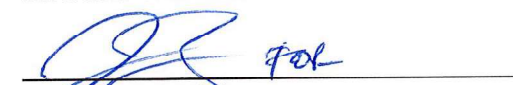
6-29-21
Date

ATTEST:


Rose Chaparro
City Clerk

6/29/21
Date

APPROVED AS TO FORM:


Stephen M. Fisher
City Attorney

6/16/21
Date

For Hueneme Elementary School District:


Dr. Christine Walker
Superintendent

6/28/21
Date

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE
HUENEME ELEMENTARY SCHOOL DISTRICT (HESD), FISCAL AGENCY OF THE
AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM AND THE CITY
OF OXNARD**

This First Amendment ("First Amendment") to the Memorandum of Understanding between the Hueneme Elementary School District, Fiscal Agency of the After School Education and Safety Program and the City of Oxnard ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of May, 2022 by and between the City of Oxnard, a municipal corporation ("City"), and the Hueneme Elementary School District ("HESD"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and HESD.

City and HESD agree as follows:

1. In the Section of the Agreement that begins with "OCC agrees to:", Section 13 is hereby added to read as follows: "**Exhibit A** is hereby incorporated herein by this reference."
2. In the Section of the Agreement that begins with "OCC agrees to:", Section 14 is hereby added to read as follows: "**Exhibit B**, *Responsibilities of the City of Oxnard Recreation Positions for the Hueneme Elementary School District After School Education and Safety (ASES) Programs*, is hereby incorporated herein by this reference."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

**HUENEME ELEMENTARY SCHOOL
DISTRICT**

John C. Zaragoza, Mayor

Dr. Christine Walker, Superintendent

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

Exhibit A

Responsibilities of City of Oxnard Recreation Positions for the Hueneme Elementary School District After School Education and Safety (ASES) Programs

The City of Oxnard Recreation Staff assigned to this program is responsible for supporting all afterschool programs by providing staff training and follow-up coaching support of specialized program components that are built into the after-school program schedule and oversight and coordination of the expanded learning opportunity program at a school site.

The classifications listed below shall hold responsibility for the described examples of duties. The city of Oxnard will staff each school site to meet the 20:1 ratio with the following understanding:

1. The **Recreation Supervisor (new position)** will work year-round (12 months/year) and be responsible for the oversight of the program, records, employee management, and communication between the City and the School District. The Recreation Supervisor will also to the best of their ability ensure all requirements are met and if necessary communicate any conflicts to the School District in a timely manner. This employee is not considered part of the 20:1 ratio.
2. The **Recreation Coordinator** will work year-round (12 months/year) and be responsible for the planning, training, and execution of the assigned Afterschool Program components. The Recreation Coordinator is to ensure the recreation leader III staff have all necessary materials to run the daily operations, schedules substitutes as needed, and in the absence of the Recreation Supervisor may assist in those duties. This employee is not considered part of the 20:1 ratio.
3. The **Recreation Leader III (new position)** shall work year-round (12 months/year) and run the daily operations of the program and support staff working directly with students. The recreation leader position shall address the administrative responsibilities of the program and partner with the district site coordinator to aid in the administrative upkeep of the daytime Enhanced Learning Opportunity Program (ELOP). The leader taking a group is the exception and not the rule. The 11 positions available are each to lead specific enrichment components based on that school year's priorities.
4. The **Afterschool Site Leader (activity leader)** shall assist the recreation leader III with the daily operations of the program and provide additional support to staff working directly with students. The activity leader position shall address the administrative responsibilities of the program. The activity leader will be responsible for a group that does not exceed the 20:1 ratio. In the absence of the recreation leader, the activity leader may be responsible for daily operations.
5. **Afterschool Instructors** are defined as the staff working with the groups of students during the program. Instructors will have a group that does not exceed the 20:1 ratio and provides activities they have received for the week and based on regularly scheduled trainings.

HUENEME ELEMENTARY SCHOOL DISTRICT
AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAMS

EXHIBIT B
July 1, 2022 - June 30, 2024

The District is requesting additional City Corps staff to work in the after school programs to provide an extended learning day experience to students in grades K-8 participating in the ASES Program based on additional funding provided by AB 130 to increase the number of students eligible to participate in an extended learning opportunity program.

Hueneme ASES Contract Amendment - Additional Staffing			
School Year 2022-2023		School Year 2023-2024	
Staff	Total Costs with Benefits	Staff	Total Costs with Benefits
1 After School Program Instructor - EXTRA HELP (at \$17.25 (includes benefits) x 960.00 Hours)	\$ 16,560.00 \$ 16,560.00	(1) After School Program Instructor - EXTRA HELP (at \$17.25 (includes benefits) x 960.00 Hours)	\$ 16,560.00 \$ 16,560.00
Staff	Total Costs with Benefits	Staff	Total Costs with Benefits
(1) Recreation Leader III	\$ 85,482.00 \$ 85,482.00	(1) Recreation Leader III	\$ 89,756.10 \$ 89,756.10
Staff	Total Costs with Benefits	Staff	Total Costs with Benefits
(1) Recreation Supervisor	\$ 133,484.00 \$ 133,484.00	(1) Recreation Supervisor	\$ 140,158.20 \$ 140,158.20
SCHOOL YEAR 2022-2023 TOTALS		SCHOOL YEAR 2023-2024 TOTALS	
	Costs		Costs
After School Program Instructor (EXTRA HELP) (\$ 17.25 x 960 Hours x 50 Staff)	\$ 828,000.00	After School Program Instructor (EXTRA HELP) (\$ 17.25 x 960 Hours x 50 Staff)	\$ 828,000.00
Recreation Leader III (\$85,482.00 x 11 Rec. Leader IIIs)	\$ 940,302.00	Recreation Leader III (\$89,756.10 x 11 Rec. Leader IIIs)	\$ 987,317.10
Recreation Supervisor	\$ 133,484.00	Recreation Supervisor	\$ 140,158.20
2022-2023 Amendment Total	\$ 1,901,786.00	2023-2024 Amendment Total	\$ 1,955,475.30

REQUEST FOR BUDGET APPROPRIATION - FISCAL YEAR 2022-23

Department: CCS-Recreation
Project/Program Hueneme ASES
Manager: Terrel Harrison

Date: May 25, 2022
Phone: 385-7994

Reason for Appropriation:

To recognize and appropriate an increase of \$1,901,786 (per agreement amendment with the Hueneme Elementary School District (A-8337) from original grant award amount of \$1,053,298. The revised total grant award is \$2,955,084 for FY 22-23.

Accounts and Descriptions

AMOUNT

Fund: 21ST CENTURY CLCP-ASESP (272)

Revenues/Transfers In

5511 (City Corps) Project AS0956

272-5511-531-7201	Federal & State Sources/Federal Grant Rev.	1,901,786
Sub-total Revenues		1,901,786

Expenditures/Transfers Out

5511 (City Corps) Project AS0956

272-5511-805-8001	Persnl Svs-Direct Labor Regular	1,073,786
272-5511-805-8002	Persnl Svs-Direct Labor Temporary	828,000
Sub-total Expenditures		1,901,786

Net Change to Fund Balance	0
-----------------------------------	----------

Net Appropriation Change	0
---------------------------------	----------

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

After School Education & Safety



Parks, Recreation & Community Services Committee – June 30, 2022
By: Renee Rakestraw, Cultural & Community Services Assistant Director

Recommendation

That the City Council approve and authorize the Mayor to execute an amendment to the agreement (A-8337) with the Hueneme Elementary School District (HESD) for the operations of the Hueneme After School Education and Safety (ASES) Grant to:

- 1) Increase the agreement amount by \$3,857,261 resulting in a total agreement amount of \$7,017,157 over three years;
- 2) Approve a budget appropriation recognizing \$1,901,786 in grant funding for FY 2022-2023.

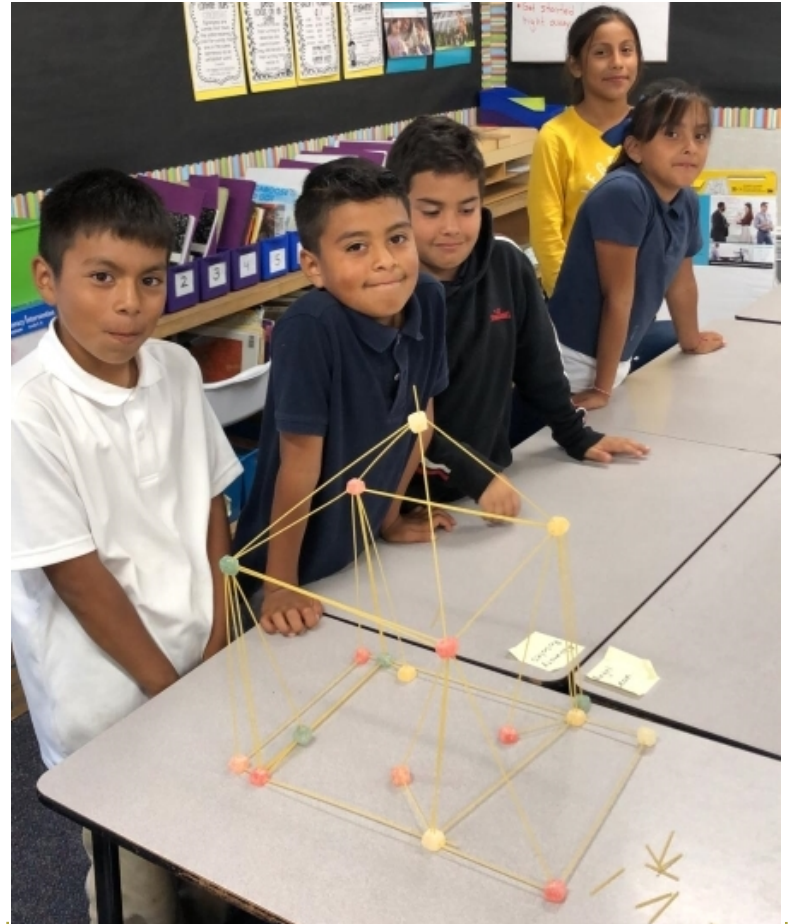
Overview

- Serving over 1,000 Oxnard students
- Employing over 70 individuals between the ages 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by School Districts
- Hours of Operation 1:30 p.m. - 6:00 p.m.
- Over 1,000 Volunteer Hours
- Through special events and programs the afterschool program comes in contact with 1,500-2,000 parents and other family members.



Educational and Literacy Element

- Homework Assistance
- English Language Development
- Math Fluency
- Reading Fluency/High Frequency Words



Enrichment Opportunities



- Visual and Performing Arts
- Music
- Physical Activity/Recreation
- Health/Nutrition/Cooking
- Science & Technology
- Community Service-Learning Opportunities

Community Involvement and Service Learning

- Coastal Cleanup
- Community Roots Garden
- Downtown Christmas Parade
- Young Authors Fair
- Kiwanis Track Meet
- June Jamboree



Funding

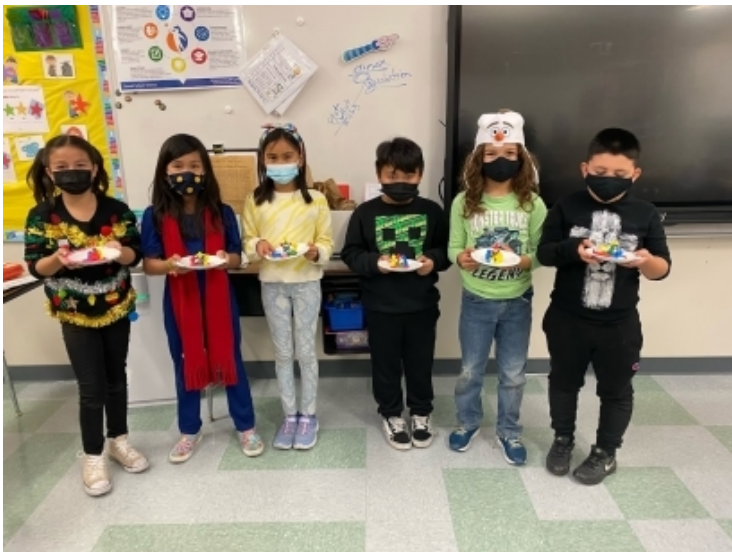
In 2002, California voters passed Proposition 49 which funds the After School Education and Safety (ASES) Grant



- State of California grants funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youths during non-school hours.
- School districts, as grantees are responsible for creating, reviewing, and updating the program plan every three years as well as tracking its outcomes.

Amendment

- Increase total agreement value from \$3,159,896 to \$7,017,157
 - Year One (FY 2021-2022) remaining unchanged
 - Year Two (FY 2022-2023) increase to not exceed \$2,955,085
 - Year Three (FY 2023-2024) increase to not exceed \$3,008,773



Amendment

The increase in funding will include an increase to the necessary part-time extra help (EH) and full-time (FTE) staffing levels beginning in FY 2022-23 from:

- one (1) Recreation Coordinator (FTE)
- fifty (50) Part-time Afterschool Instructors (EH)

to consist of the following staff positions:

- one (1) Recreation Supervisor (FTE) (new)
- one (1) Recreation Coordinator (FTE)
- eleven (11) Recreation Leader IIIs (FTE) (new)
- one hundred (100) Part-time Afterschool Instructors (EH) (50 new)



HUENEME ELEMENTARY
SCHOOL DISTRICT
TOGETHER, EVERY DAY



QUESTIONS?