

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
May 23, 2023
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: 871 3641 0996
3. Passcode: 409518

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer 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. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at www.https://www.oxnard.org/city-meetings/.

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 remotely by 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 by 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 legislative body 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

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

- a. Follow Zoom details listed above.
- 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.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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 April 25, 2023 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Cultural & Community Services Department

SUBJECT: Agreement with the Oxnard School District for the Operations of the After-School Education and Safety Grant. (15 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing, and Economic Development Committee recommend that the City Council approve and authorize the Mayor to execute an agreement (A-8318) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,680,000 to operate the After School Education and Safety Program with a City match of \$130,000 of in-kind services.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/Ebr0M3dzF2U>

Contact: Terrel Harrison, (805) 385-7994

2. City Manager Department

SUBJECT: Approval of FY 2023-24 Special Event Support Program Events and Budget (10

minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that City Council:

1. Approve the list of recommended events for the Special Event Support Program in FY 23-24;
2. Approve minor changes to the Special Event Support Program policy; and
3. Allocate \$100,000 toward the Special Event Support Program in the FY 23-24 budget.

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

Contact: Ashley Golden, (805) 385-7478

3. Community Development Department

SUBJECT: Compliance Fee Study: Council Consideration of Update to Alcohol, Compliance Fee; and Adoption of New Compliance Fees for Tobacco, Firearms, and Cannabis Businesses. (20 min)

RECOMMENDATION: The Community Services, Public Safety, Housing & Development Committee recommends that the City Council approve the Compliance Fee Study and Adopt Compliance Fees to be imposed on the identified businesses.

Presentation will be held live upon consultant's request.

Contact: Maureen Tamuri, (805) 385-7882

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



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

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

DATE: May 23, 2023

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 April 25, 2023 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 04 25 2023 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
April 25, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Member John C. Zaragoza called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing and 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. Member Oscar Madrigal and Member John C. Zaragoza were present in person. Chair Bryan A. MacDonald was absent.

Staff members Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Samantha Shapiro, Project Manager; Jason Benites, Police Chief; Denise Morehouse, Assistant Chief of Police; Edgar Fernandez, Police Commander; Michael Wolfe, Public Works Director Emilio Ramirez, Housing Director; Albert Ramirez, Assistant Housing Director; Brenda Lopez, Housing Programs Manager; Jeff Pengilley, P.E., CDD Assistant Director & Building Official Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk were present in person.

John Colamarino, Assistant Fire Chief participated via videoconference.

Phil Rarick, Administrative Director and Donna Gillesby from the Ventura County Animal Services attended in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

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 March 28, 2023 regular meeting as presented.

It was moved by Member Madrigal, seconded by Member Zaragoza, to approve the Information/Consent item as presented. VOTE: Madrigal and Zaragoza voted in favor; the motion carried 2-0. Chair MacDonald was absent.

D. REPORTS

1. Police Department

SUBJECT: Ventura County Animal Services Agreement.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend the City Council:

- Approve and authorize the Mayor to sign a Service Level Request in the amount of \$2,547,687 for FY 23-24 for the fourth year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.

Police Commander Edgar Fernandez introduced Phil Rarick, Administrative Director and Donna Gillesby from the Ventura County Animal Services who presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Madrigal, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: Madrigal and Zaragoza voted in favor; the motion carried 2-0. Chair MacDonald was absent.

2. City Manager Department

SUBJECT: Update on efforts of the Mayor's Gateway Task Force and authorization of an agreement with Found Design, LLC dba MERJE for the Gateway Project. (15 minutes)

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

1. Receive an update on the locations and preliminary schematic designs for the four (4) gateways proposed by the Mayor's Gateway Task Force;
2. Authorize the City Manager to execute an agreement with Found Design, LLC dba MERJE for a not-to-exceed amount of \$400,000 for the proposed design development, documentation, engineering and construction administration of up to four (4) gateways; and
3. Authorize the City Manager to initiate the design, construction, permitting, and project management of Gateway Location 1, in South Oxnard.

Samantha Shapiro, Project Manager was available to answer questions. Public comments were received from Marvin Boos. Discussion ensued among the Committee and staff.

It was moved by Member Madrigal, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: Madrigal and Zaragoza voted in favor; the motion carried 2-0. Chair MacDonald was absent.

3. Housing Department

SUBJECT: Investment Policy and Portfolio Guidelines for the Housing Authority of

the City of Oxnard. (15 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard approve a resolution adopting an investment policy and portfolio guidelines for the Housing Authority of the City of Oxnard for FY 2023-2024.

Emilio Ramirez, Housing Director presented and answered the Committee's questions. No public comments were received. 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: Madrigal and Zaragoza voted in favor; the motion carried 2-0. Chair MacDonald was absent.

4. Housing Department

SUBJECT: Adoption of the Fiscal Year 2023-2024 Annual Action Plan and amended Oxnard Citizen Participation Plan. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council:

1. Conduct a public hearing regarding the fiscal year 2023-2024 Annual Action Plan with funding recommendations and the amended Oxnard Citizen Participation Plan;
2. Approve the fiscal year 2023-2024 Annual Action Plan with the recommended use of funds for selected activities that conform with the City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidated Plan;
3. Approve the updated changes in the amended Oxnard Citizen Participation Plan;
4. Authorize the City Manager, and his designees, to incorporate the final HUD grant allocations into the 2023 Annual Action Plan, and authorize the budget appropriations to fund the administration, and projects, including the ability to increase or decrease project funding by ten percent or up to the administrative amount allowed of the administering staff, whichever is greater.
5. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from the public input to the fiscal year 2023-2024 Annual Action Plan and the amended Oxnard Citizen Participation Plan, Oxnard, as directed by the City Council, including the authorization of funding appropriations and revenue or expenditure budget changes, up to ten percent of each grant;
6. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the fiscal year 2023-2024 Annual Action Plan and the amended Oxnard Citizen Participation Plan to the United States Department of Housing and Urban

Development; and,

7. Authorize the City Manager, and his designees, to execute HUD agreements and sign all agreements for the implementation of the Annual Action Plan including sub recipients, interdepartmental, and intradepartmental agreements.

Emilio Ramirez, Housing Director presented and answered the Committee's questions. No public comments were received. 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: Madrigal and Zaragoza voted in favor; the motion carried 2-0. Chair MacDonald was absent.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Member Zaragoza adjourned the meeting at 7:19 p.m.

ROSE CHAPARRO

City Clerk

JOHN ZARAGOZA

Member



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

REPORTS AGENDA ITEM NO. D.1

DATE: May 23, 2023

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

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

SUBJECT: Agreement with the Oxnard School District for the Operations of the After-School Education and Safety Grant. (15 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing, and Economic Development Committee recommend that the City Council approve and authorize the Mayor to execute an agreement (A-8318) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,680,000 to operate the After School Education and Safety Program with a City match of \$130,000 of in-kind services.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/Ebr0M3dzF2U>

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. After-school and summer learning programs are locally-designed school and community solutions that provide a safe place for kids and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, after-school programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school-day attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

The Oxnard School District ("OSD") contracts with the City's Recreation Division to operate the ASES program to provide after-school programming (Hours of Operation 1:30 p.m. - 6:00 p.m.) to over 2,200 Oxnard children on twenty school campuses. The proposed contract with OSD is for one year at \$4,680,000. The OSD utilizes City of Oxnard ("City") employees as site coordinators and recreation staff to operate the entire program. The City has partnered with the OSD for more than 20 years and, for the past eleven years, the City has been the main contractor for the ASES program. In summary, the contract provides for:

- Employing 100 city employees between the ages of 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by the School District
- Over 1,000 Volunteer Hours

The OSD worked in partnership with the City to design a staffing model that works best for the ASES program.

The following two elements integrate the school's curriculum; instruction and learning support activities:

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.

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

Known as the Oxnard Scholars Program, the OSD program has been praised by local and state agencies for excellence in after-school programming. In 2016, a former Oxnard Scholars Program employee received the California Expanded Learning Emerging Leadership Award from the California Department of Education. There have been multiple individuals employed by the City for the Oxnard Scholars program who now serve as elementary and secondary school teachers.

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 OSD total grant award not to exceed \$4,680,000 will be included in the recommended FY 2023-24 budget in the ASES Fund (2105502). Primary services, including reimbursement for actual expenses, shall not exceed four million six hundred and eighty thousand dollars (\$4,680,000);

The OSD requests matching funds by providing \$130,000 of in-kind services per fiscal year. This match is met through the General Fund (1015501) by providing office space for ASES program, phone, copier, administrative and management staff time and will also be included in the recommended FY2023-24 budget. Student participation in various established recreation programs such as youth sports program, educational field trips, and volunteer support also contribute to the in-kind match.

Prepared by: Sandra Diaz, Administrative Assistant

ATTACHMENTS

1. Agreement #2316 (A-8528) - OSD & City of Oxnard ASES 2023-2024 (DeGenna-Shea)
2. ASP Presentation 23-24

OXNARD SCHOOL DISTRICT

Agreement #23-16

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 7th day of June, 2023 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 2023-2024 and provided funding through the Expanded Learning Opportunity Program (ELOP)
- D. One way in which District desires to use the funding 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, 2023 to and including June 30, 2024 (the “**Term**”). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in Exhibit A-0, Exhibit A-1, and Exhibit A-3 shall be completed during the Term pursuant to the schedule specified Exhibit A-0 (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant renders any Additional Services without District’s prior written authorization, District shall not be obligated to pay

for such services. Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in Exhibit A-0, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in Exhibit A-0 when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend Exhibit A-0 as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Four Million Six Hundred Eighty Thousand Dollars payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the funding 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. All work invoiced under this contract shall be work directly related to this agreement. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. The final invoice may include a fixed administrative fees not to exceed \$80,000. 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. Should any of the Consultant's officials have any conflicts of interest pertaining to the services provided pursuant to this Agreement, said official(s) shall not participate in the

making of 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) 385-1507

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

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 Associate Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing 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

John Zaragoza, Mayor

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

☐ Not Project Related

☒ Project #23-16

EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

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

A. Attendance:

1. Students are expected to attend the program in a way that meets the needs of their family with the understanding that it is optimal for elementary students to participate every day and optimum for middle school students to participate at least three days per week.
2. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
3. 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).
4. No early release waiver shall be approved if as a result, the child will attend less than one hour of programming.
5. 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.
6. The Consultant shall agree to meet the minimum attendance required by the ASES Grant
7. Additionally, the Consultant shall agree to serve the students as required by the ELOP funding.

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 for grades 1-8 or 10:1 for Transitional Kindergarten and Kindergarten required by state and grant funding, including site coordinators, 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 or for a minimum of three hours after school dismissal.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. The Consultant will provide services for 30 Intersession/non-school days.
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 – Expanded Learning Division and/or California After-School Network.

☐ Not Project Related

☒ Project #23-16

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

8. Assist and maintain organized information for Federal Program Monitoring (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 Meal Logs will be submitted to District Child Nutrition Services Department to ensure proper documentation for the State and Federal Food Program.

C. Professional Development

1. Provide training for after school program staff and include the District Director of Enrichment and Specialized Programs and Manager of Special Programs and services. 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, STEM/STEAM, communication skills and other topics to align the program with the regular day throughout course of the academic school year.

D. Staff each school site to meet the 20:1 ratio with the following understanding:

1. The Recreation Supervisor 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 Coordinators will work year round (12 months/year) and be responsible for the planning, training, and execution of the assigned Afterschool Program components. The Recreation Coordinators are to ensure the site coordinators have all necessary materials to run the daily operations, schedule substitutes as needed, and in the absence of the Recreation Supervisor may assist in those duties. These employees are not considered part of the 20:1 ratio.
3. The Program Specialist (formerly Recreation Leader III) shall work year round (12 months/year) and run the daily operations of the program and support staff working directly with students. The site coordinator position shall address the administrative responsibilities of the program.
4. The Afterschool Site Leader shall assist the site coordinator with the daily operations of the program and provide additional support to staff working directly with students. The site coordinator position shall address the administrative responsibilities of the program. The Site Leader may be responsible for a group except when the site coordinator is absent. In the absence of the site coordinator, the site leader is responsible for daily operations.

☐ Not Project Related

☒ Project #23-16

5. Afterschool Instructors (lead staff) are defined as the staff working with the groups of students during the program. Lead staff will have a group that does not exceed the 20:1 ratio and provide activities they have received at the monthly training in the areas of recreation, math, literacy, middle school enrichment.
 6. Seasonal Coaches for Sports offered through the City of Oxnard
- E. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of three hours. Trainings will be coordinated by Consultant and District.
1. Program Specialist meetings shall be held once a month to review the training received by other staff, receive training on the Continuous Quality Improvement to assist with site goals and objectives and plan collectively for activities.
 2. 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 three hours.
 3. 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 three hours.
 4. Professional Development – Arts/Special Enrichment staff
 - a. Participate in two full day training before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between three hours.
 5. Professional Development – Middle School Activity Lead
 - 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. Trainings will be three hours.
 6. Professional Development – Physical Fitness/Recreation Staff
 - a. Participate in monthly trainings as offered by the Consultant.
 - b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.
- F. 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.

☐ Not Project Related

☒ Project #23-16

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.

G. Responsibility

1. Staff each school site to meet the 20:1 ratio with the following understanding:
 - a. Each school (20) shall be staffed with a full-time program specialist who will support the district's site coordinator with projects as needed, lead activities and step in to cover the program in the coordinators absence.
 - b. Every K-5 and K-8 school shall have a lead dedicated to each of these activities: recreation, math, and literacy. Where possible, recreation will have two staff to support the program.
 - c. K-8 schools shall have a staff dedicated to middle school enrichment.
 - d. Middle schools shall have three staff dedicated to enrichment, recreation and academic support.
2. Report attendance daily in Q.
3. Update the weekly activity tracker by Wednesday of each week for the following week.
4. Work with District to establish and maintain partnerships with community agencies.
5. Provide student learning and enrichment materials above and beyond materials already purchased by District.
6. Participate in collaboration activities with other participating organizations.
7. Vacate learning areas within each school in the same or better conditions as they were found.
8. When hiring, final decision of hiring personnel is the Consultant's.
9. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
10. Include feedback from the Director Enrichment and Specialized Programs, Manager Special Programs and Services and site principal when evaluating employees.
11. Submit a use of facility permit to the Facilities Department at District.
12. Meet weekly with District administrator.
13. Provide documentation of matching funds.
14. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
15. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
16. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.

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☒ Project #23-16

17. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

II. Intersession and Supplemental Programming

- a. Intersession and Supplemental programming is defined as activities outside of the 180 days school is in session. ELOP requires 30 days of Intersession and Supplemental programming.
- b. Supplemental Programs must be approved in advance by written request.
- c. Student ratio is the same as the regular program.
- d. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

III. 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 ELOP and ASES programs (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 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 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 Q.
- 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.

IV. 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 2023-2024, 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 are Para-Professional qualified.

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☒ Project #23-16

- 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 Q 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.
- V. 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. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
B. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

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

☐ None.

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

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

☐ None.

☐ See attached list.

VIII. 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

☒ Project #23-16

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 fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy

☐ Not Project Related

☒ Project #23-16

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 Director of Enrichment & Specialized 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.

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.

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.

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.

5. Heat Illness

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

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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, 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

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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

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

2. Epinephrine Prescriptions

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and

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providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

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

4. Copies of Documents

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

Exhibit “A(2)(i)”

Exhibit “A(2)(i)”

■ PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

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

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

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

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

☐ Medicines

☐ Pollens

☐ Food

☐ Stinging Insects

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

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
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: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
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)?		
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?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
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)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY		
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 _____

■ PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

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

EXAMINATION			
Height	Weight	☐ Male ☐ Female	
BP	/	(/)	Pulse
Vision R 20/		L 20/	Corrected ☐ Y ☐ N
MEDICAL		NORMAL	ABNORMAL FINDINGS
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)			
Eyes/ears/nose/throat • Pupils equal • Hearing			
Lymph nodes			
Heart ^a • 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			

^aConsider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

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

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

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

Recommendations _____

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

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

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

☐ Cleared for all sports without restriction

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

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

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

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

Exhibit “A(2)(ii)”

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

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

Symptoms may include one or more of the following:

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

Signs observed by teammates, parents and coaches include:

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

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

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3rd International Conference on Concussion in Sport

Document created 5/20/2010

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

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

If you think your child has suffered a concussion

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

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

and

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

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

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

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

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

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

Exhibit “A(2)(iii)”

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

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

Los siguientes son algunos de los síntomas de una concusión:

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

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

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

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

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

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

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

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

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

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

Y

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

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

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

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

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

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

Exhibit “A(2)(iv)”

ACUTE CONCUSSION EVALUATION (ACE)

CARE PLAN

Gerard Gioia, PhD¹ & Micky Collins, PhD²

¹Children's National Medical Center

²University of Pittsburgh Medical Center

Patient Name: _____

DOB: _____ Age: _____

Date: _____ ID/MR# _____

Date of Injury: _____

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

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

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

____ No reported symptoms

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

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

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

Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
 - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
 - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain 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~

Returning to School (Continued)

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

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

Returning to Sports

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: _____

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

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

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

Potential Indicators That SCA May Occur

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

Factors That Increase the Risk of SCA

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

What is CIF doing to help protect student-athletes?

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

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

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

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

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

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



Exhibit “A(2)(vi)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

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

MRSA

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

WARNING SIGNS

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

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



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

Preventing MRSA

Precautions that coaches should take for preventing the spread of MRSA

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



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

What to do about MRSA in School Athletic Programs



Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
General			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
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)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

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

MRSA

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

WARNING SIGNS

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



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

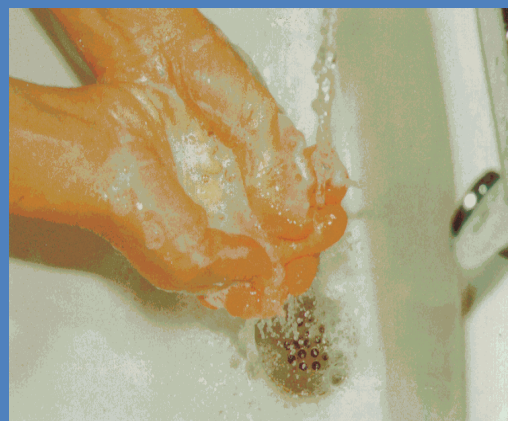
**If you have any of these
signs or symptoms, seek
medical attention
immediately.**



Preventing MRSA

Here are some precautions for preventing the spread of MRSA

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



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

Exhibit “A(2)(viii)”



CIF Mandatory Steroid Policy



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

“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.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 an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

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

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

A. Outside Event

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

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

B. Inside a Building

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

C. Fight Option

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

F. WEAPONS WITHOUT SHOOTING

A. Suspected Weapon On The Premises

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

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

B. Observed Weapon On The Premises

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

G. SUSPICIOUS BEHAVIOR

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

H. CHILD ABUSE

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

Definitions Of Child Abuse:

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

I. PERSONNEL HARASSMENT

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

J. POWER OUTAGE

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

K. MISSING CHILD

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

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

L. ABDUCTION

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

M. CONTROLLED SUBSTANCE (Drugs/Alcohol)

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

N. SEXUAL HARASSMENT

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

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

O. SEXUAL ASSAULT

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being 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 given 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 #23-16

COMPENSATION

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Four Million Six Hundred Eighty Thousand Dollars (\$4,680,000.00) payable through reimbursement as outlined in Exhibit A-0.
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Fifty Dollars (\$50.00) 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 #23-16

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.

☐ Not Project Related

☒ Project #23-16

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-16

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.

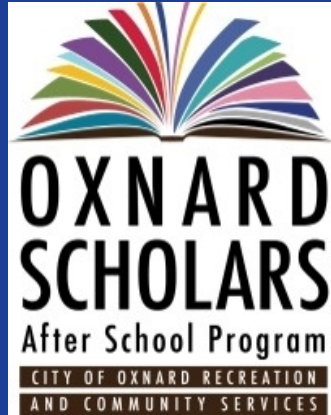
The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute **[X]** do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY OF OXNARD**, who will provide Services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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

After School Education & Safety



City Council

By: Terrel Harrison, Cultural & Community Services Director

May 2023

Overview

- Serving over 2,200 Oxnard students
- Employing 100 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
- Technology
- Science



Enrichment Opportunities: Highlights



- In partnership with the City's Water Division, after school program students had the opportunity to participate in the Water Wise Art Contest.



- The Annual Impressions Art Gala was held March 23, 2023 with 750 student and their families in attendance.

Community Outreach and Service Learning



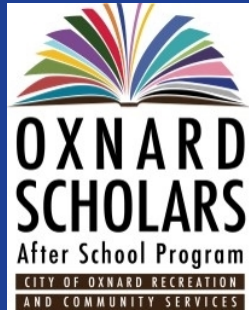
- Cultivating Scholars (Parent Nights)
- Youth Directors Council
- Meet-Up Clean-Up
- Rockin' 2 Sports
- Fall Fest
- Fun Fest
- Insect Festival
- Recreation Youth Sports Leagues

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 nonschool hours.
- School districts, as grantees are responsible for creating, reviewing, and updating the program plan every three years as well as tracking its outcomes.
- After School Education & Safety (ASES) Grant
 - Through this partnership we receive a contract valued at \$4,700,000



QUESTIONS?



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

REPORTS AGENDA ITEM NO. D.2

DATE: May 23, 2023

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

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Approval of FY 2023-24 Special Event Support Program Events and Budget (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that City Council:

1. Approve the list of recommended events for the Special Event Support Program in FY 23-24;
2. Approve minor changes to the Special Event Support Program policy; and
3. Allocate \$100,000 toward the Special Event Support Program in the FY 23-24 budget.

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

BACKGROUND

The City of Oxnard is home to more than thirty (30) special events each year, including programs and festivals that recognize major holidays. Special events in the City are permitted with a Temporary Use Permit (TUP) via the Planning Division of the Community Development Department. Each year the City receives requests from event organizers to "waive" or reduce City service fees. Historically, many of these events have received a discount on services provided, which means the city is not achieving cost recovery and event organizers rely on such "waivers". A "waiver" is in essence a subsidy. With the exception of the TUP fee which "may be waived at the written request of the applicant and upon the approval of the city manager for charitable, youth or nonprofit organization projects" per Oxnard City Code Section 16-478, there was no policy or ordinance in place to allow reductions or waivers of fees associated with special events prior to the adoption of the Special Event Support Program (SESP) in June 2022.

The City Council approved the SESP with the intention of encouraging the production of free special events that enhance the quality of life, providing low-cost entertainment and other leisure activities, and contributing to the dynamic atmosphere of the community. The SESP offers a subsidy toward City service fees for special events held in Oxnard that align with a major recognized holiday, are free and open to the public, and have at least one year of successful history within the City, among other requirements. This created a transparent policy and fair process for any event organizers in hosting valuable community programs and events by offsetting certain City service costs, while ensuring that City departments achieve cost recovery for performing services outside of their routine responsibilities.

In FY 22-23, the City Council approved the SESP with twenty-two (22) anticipated events and allocated a

budget of \$115,000 to support these events. The list of twenty-two (22) events and \$115,000 budget request was developed based on events held within the City and their associated costs from previous years or estimated costs based on the known activity. Once the program was approved and event organizers were invited to submit an application to receive the subsidy, only seventeen (17) of these events ultimately submitted an application and met the program qualifications. The five (5) events that did not qualify either did not submit an application for consideration, did not meet the program requirements, or did not plan to hold an event in FY 22-23. In its first year, the SESP will provide support to seventeen (17) events and has subsidized approximately \$54,000 in City service fees as of the writing of this report. Five (5) of these 17 events are scheduled to occur in late May or June 2023, therefore the fees are unknown and the total subsidized cost for FY 22-23 is yet to be finalized, but the actual City service fees will be below the \$115,000 that was budgeted for the SESP.

DISCUSSION

To further refine the program in its second year, staff is recommending that the City Council approve minor changes to the SESP policy. The updated policy includes two clarifications:

1. Requirement that an event organizer submits an application by the pre-set deadline in order to be considered by City Council for a subsidy; and
2. Clarification of the City fees that are not eligible for a subsidy, including: encroachment permits, delivery fees, and refundable deposits.

Though event organizers were required to submit an application to be considered for a subsidy and were informed of this requirement FY 22-23, it was not contained in the formal policy. The policy also did not speak to City costs associated with encroachment permits, delivery fees, and refundable deposits for rentals other than City parks. The updated proposed policy specifies the need for an application and that these fees will not be subsidized for events in Categories A & B (Attachment #1).

The program goals, support categories, and eligibility criteria remain the same as the program that was approved by the City Council in June 2022.

FY 23-24 Recommended SESP Events

In March 2023, SESP applications were distributed to event organizers who obtained a TUP in prior years and held an event that aligns with the program goals, support categories, and eligibility criteria. Event organizers were invited to complete and submit an application if they wished to be considered to receive a subsidy through the SESP for FY 23-24.

Twenty-five (25) events are being recommended by City staff to receive the SESP subsidy in FY 23-24, requiring a budget allocation of \$100,000. Though more events are recommended to be part of the program than in the previous year, the total cost has decreased because City staff has a year of data collection to accurately predict the cost of City fees for these events.

Nine (9) of the recommended events were not part of last year's program. These events meet the eligibility criteria but were not included FY 22-23 because they either did not occur, did not submit an application by the deadline, did not meet the program requirements, or were City events inadvertently left off the recommended list in FY 22-23. The list of recommended events for the FY 23-24 SESP is included below and as attachment #2 of the staff report.

Special Event Support Program FY 23-24 Recommended Events				
#	Category	Event	Organization	Anticipated Subsidy (City Services)
1	Category A	Martin Luther King, Jr. March	MLK Committee of VC	\$2,350.00
2	Category A	Philippine Flag Raising Ceremony	Filipino-American Council of Ventura County	\$1,400.00
3	Category B	Cesar Chavez Memorial March	Inlakech Cultural Arts Center	\$700.00
4	Category B	Channel Islands Harbor Fireworks	Channel Islands Harbor Foundation	\$14,500.00
5	Category B	Cinco de Mayo	Radio Lazer	\$5,750.00
6	Category B	Downtown Holiday Parade & Tree Lighting	Oxnard Downtowners	\$7,550.00
7	Category B	Fiestas Patrias (Mexican Independence Day Celebration)	Radio Lazer	\$9,000.00
8	Category B	Guelaguetza	Mixteco/Indigena Community Organizing Project (MICOP)	\$1,250.00
9	Category B	Halloween Haunt at the Park	Familys First of VC	\$600.00
10	Category B	Juneteenth	Juneteenth Celebration of Ventura County	\$3,450.00
11	Category B	The Collection Tree Lighting & Fireworks	The Collection at RiverPark (CenterCal Properties)	\$6,200.00
12	City Organized	Christmas Tree Lane	City of Oxnard - Cultural & Community Services	\$13,500.00
13	City Organized	Dia de Los Muertos Community Garden	City of Oxnard - Public Works	\$350.00
14	City Organized	Dia de Los Muertos Altar (Carnegie Art Museum)	City of Oxnard - Cultural & Community Services	\$350.00
15	City Organized	Fall Festival	City of Oxnard - Cultural & Community Services	\$2,400.00
16	City Organized	Memorial Day	City of Oxnard - City Manager's Office	\$1,300.00
17	City Organized	OPD Halloween Drive-Thru	Oxnard Police Department	\$350.00
18	City Organized	OPD Holiday Walk-Through	Oxnard Police Department	\$350.00
19	City Organized	OPD Memorial	Oxnard Police Department	\$1,500.00
20	City Organized	Oxnard Insect Festival	City of Oxnard - Cultural & Community Services	\$2,300.00
21	City Organized	Oxnard Multicultural Festival	City of Oxnard - City Manager's Office	\$6,000.00
22	City Organized	Oxnard Tamale Festival	City of Oxnard - Cultural & Community Services	\$5,600.00
23	City Organized	Public Works Day	City of Oxnard - Public Works	\$7,000.00
24	City Organized	The Longest Night Homeless Memorial Event	City of Oxnard - Housing	\$350.00
25	City Organized	Veterans Day	City of Oxnard - City Manager's Office	\$1,400.00

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

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 Special Event Support Program will require a \$100,000 budget allocation in the FY 23-24 budget from the General Fund in the City Manager's Department. This allocation is included in the FY 23-24 draft budget.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Updated SESP Policy
2. SESP FY 23-24 Recommended Event List
3. Approval of SESP FY 23-24 Events and Budget.pptx (1)

City of Oxnard Special Event Support Program (SESP) Policy

Overview and Goals:

The City of Oxnard Special Event Support Program offers a subsidy toward City services for City organized events and events associated with major recognized holidays within the City. It is the intention of the City to encourage the production of free special events that enhance the quality of life, provide low-cost entertainment and other leisure activities, and contribute to the dynamic atmosphere of the community.

The program aims to support community events that meet these goals:

1. Are Free and Open to the Public
2. Encourage Community Participation
3. Strengthen the City's Cultural Awareness and Identity
4. Attract Residents and Visitors
5. Enhance Economic Development

This program was created to provide a transparent policy-priority based process for subsidizing events. This process seeks to formalize the various types of requests that the City receives on a year-round, rolling basis by establishing an annual request timeline.

Events seeking support through this program must submit an application on an annual basis by the established deadline. Events that submit an application by the deadline and meet all the program goals and eligibility criteria will be recommended to the City Council to receive the SESP subsidy for the event held within the fiscal year.

Support Categories:

Any event applying for a subsidy must fall into one of the outlined support categories below. Special events that fall outside of these defined categories are ineligible for a subsidy as part of this program. With the exception of City Organized Events, the subsidy outlined in the categories below does not include charges associated with applicable Temporary Use Permit (TUP) fees, utility rental fees, delivery fees, encroachment permits, and/or any refundable deposits for City Park reservations, Showmobile rental, or other associated requests.

Category A: Major Recognized Holiday Ceremonial Programs: 100% subsidy of City service fees up to a total of \$7,500.00

- This category includes ceremonial programs designed to honor the importance of a major recognized holiday. The structure of these programs allows for attendees to show up, listen to the organized ceremonial program and leave. They do not feature a festival or entertainment element.

Category B: Major Recognized Holiday Festivals, Parades and Events: 50% subsidy of City service fees up to a total of \$15,000.00

- This category includes festivals, parades and events that provide entertainment to the community to celebrate a major recognized holiday. These events can feature live music, decorated vehicles and floats, vendors, and other elements that create a festival, parade, or celebration environment.

City Organized Events: 100% subsidy of City service fees including location deposit/cleaning fees, utility rental fees, and applicable TUP fees.

- This category includes events or festivals organized by City departments, committees, or commissions. Events in this category must be approved by Department Directors and/or the City Manager.

Eligibility

To be considered for a subsidy, the event and the event organizer must meet **all** of the following eligibility criteria. Note that meeting the below criteria does not guarantee support. Final support decision is determined by the City Manager or his designee.

1. Event Criteria

- Event takes place within the fiscal year and in the City of Oxnard
- Event must be non-commercial in nature (primary purpose may not be to sell a product or service)
- Event must support the program goals
- Event must require the use of City services to support the event
- Event must have other sources of funding sufficient to cover the cost of all anticipated event-related expenses
- Event must be established with at least one year of successful history with the City of Oxnard, including acquiring a Temporary Use Permit (TUP). New events are not eligible until year two

2. Event Organizer (Organization) Criteria:

- Event organizer must be in good standing with the City of Oxnard
- Event organizer must have a valid City of Oxnard business tax certificate, or an Oxnard business tax exemption
- Event organization or principal officer must be located in the City of Oxnard

Ineligible Events:

The City of Oxnard has the right to **decline** support for any event if it is deemed to not be in the best interest of the City or if it would otherwise create a conflict of interest for the City. The following are considered ineligible events:

- For Categories A & B, events managed or coordinated by a City employee or their immediate family
- Events held outside the City limits of Oxnard
- Events planned primarily for a fundraising purpose or where participants must pay to participate or to experience the primary features of the event, such as a race or walk with an entry fee

- D. Events in which the primary purpose is issuing scholarships or redistribution of event's revenue
- E. Activities restricted to members only or private events not open to the public
- F. Trade shows, conventions, conferences, job fairs, workshops, etc.
- G. Events that have a history of sustained complaints from previous years
- H. Events with the primary purpose of supporting or opposing any political candidate, ballot measure, or political position
- I. Events that are intended to convey a religious message or promote and advocate religious beliefs

Restrictions:

Event organizers must complete an application each year if they wish to be considered for a subsidy. Prior success in receiving support is no assurance that an organization will be awarded support in the future. Even though an event may qualify, limited resources may not allow events to receive a subsidy from the City. Support will not carry over for future years if the event is not produced or is canceled by the event organizer. The City may terminate the program at any time.

Acknowledging City Support

Events receiving City Support must acknowledge the City's financial support in all appropriate materials and media. The acknowledgement should read, "Supported in part by the City of Oxnard" or similar language, unless the City is a part of a list of supporters. Grantees must display the City's logo wherever other sponsor logos are displayed, and in accordance with the City logo use guidelines.

City Obligation

If the event is granted a subsidy, the City of Oxnard is only a financial supporter to the event and not a promoter or co-producer of the event. The City will not be liable for any debts incurred for the event. The City does not assume any liability or responsibility for the ultimate financial success of the event.

Program Administration:

The program is administered by the City Manager's office. Staff is responsible for administering the program, including providing technical assistance to applicants, coordinating the review process, and notifying applicants of their status. Questions regarding the application process or program may be directed to:

Samantha Shapiro
City of Oxnard, City Manager's Office
300 W. Third Street, 4th Floor
Oxnard, CA 93030
805.385.7447 | samantha.shapiro@oxnard.org

Special Event Support Program FY 23-24 Recommended Events				
#	Category	Event	Organization	Anticipated Subsidy (City Services)
1	Category A	Martin Luther King, Jr. March	MLK Committee of VC	\$2,350.00
2	Category A	Philippine Flag Raising Ceremony	Filipino-American Council of Ventura County	\$1,400.00
3	Category B	Cesar Chavez Memorial March	Inlakech Cultural Arts Center	\$700.00
4	Category B	Channel Islands Harbor Fireworks	Channel Islands Harbor Foundation	\$14,500.00
5	Category B	Cinco de Mayo	Radio Lazer	\$5,750.00
6	Category B	Downtown Holiday Parade & Tree Lighting	Oxnard Downtowners	\$7,550.00
7	Category B	Fiestas Patrias (Mexican Independence Day Celebration)	Radio Lazer	\$9,000.00
8	Category B	Guelaguetza	Mixteco/Indigena Community Organizing Project (MICOP)	\$1,250.00
9	Category B	Halloween Haunt at the Park	Familys First of VC	\$600.00
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11	Category B	The Collection Tree Lighting & Fireworks	The Collection at RiverPark (CenterCal Properties)	\$6,200.00
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24	City Organized	The Longest Night Homeless Memorial Event	City of Oxnard - Housing	\$350.00
25	City Organized	Veterans Day	City of Oxnard - City Manager's Office	\$1,400.00

Approval of FY 23-24 Special Event Support Program Events and Budget (10 minutes)

Community Services, Public Safety, and Housing & Development
May 23, 2023

Samantha Shapiro, Project Manager



RECOMMENDATION

2

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council:

1. Approve the list of recommended events for the Special Event Support Program in FY 23-24;
2. Approve minor changes to the Special Event Support Program policy; and
3. Allocate \$100,000 toward the Special Event Support Program in the FY 23-24 Budget.

- City of Oxnard is home to more than 30 special events each year, including those that recognize major holidays.
- Special Event Support Program (SESP) approved by City Council in June 2022 as an annual program to provide a subsidy toward City service fees for certain special events held in the City
- Created a formal policy to address frequent requests to “waive” or reduce City fees for special events each year



Dia de Los Muertos (2021)

SESP FY 22-23 Summary

- ❖ Council approved 22 events and \$115,000 for the SESP in FY 22-23
 - This list and budget was developed by staff based on past events held in the City that met the program requirements and previous year costs or estimated costs
- ❖ A total of 17 events were included in the program for FY 22-23 (5 events are planned but have not been held yet)
 - As of May 2, 2023, \$54,000 in city service fees has been subsidized; additional fees are anticipated from the remaining 5 events
- ❖ Five of the events approved by Council were not included in the program because they:
 - Did not submit an application
 - Were not held in FY 22-23
 - Did not meet the program requirements

To further refine the program in its second year, staff recommends two minor clarifications to the SESP policy:

1. Requirement that an event organizer submits an application by the pre-set deadline in order to be considered by City Council for a subsidy; and
2. Clarification of the City fees that are not eligible for a subsidy, including: encroachment permits, delivery fees, and refundable deposits.

The program goals, support categories, and eligibility criteria remain the same as the program that was approved by the City Council in June 2022.

FY 23-24 Recommended SESP Events

- ❖ SESP applications were distributed in March 2023 to event organizers for FY 23-24 consideration
- ❖ 25 total events are recommended for the FY 23-24 SESP
- ❖ \$100,000 budget allocation required to support these events
- ❖ 9 of these events are new to the SESP in FY 23-24

#	Category	Event	Organization	Anticipated Subsidy (City Services)
1	Category A	Martin Luther King, Jr. March	MLK Committee of VC	\$2,350.00
2	Category A	Philippine Flag Raising Ceremony	Filipino-American Council of Ventura County	\$1,400.00
3	Category B	Cesar Chavez Memorial March	Inlakech Cultural Arts Center	\$700.00
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24	City Organized	The Longest Night Homeless Memorial Event	City of Oxnard - Housing	\$350.00
25	City Organized	Veterans Day	City of Oxnard - City Manager's Office	\$1,400.00

- ❖ The FY 23-24 SESP will require a budget allocation of \$100,000 from the General Fund in the City Manager's budget
 - This amount is included in the draft FY 23-24 budget



Tamale
Festival
(2015)



THE END



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

REPORTS AGENDA ITEM NO. D.3

DATE: May 23, 2023

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

FROM: Maureen Tamuri, Interim Community Development Director, (805) 385-7882, maureen.tamuri@oxnard.org

SUBJECT: Compliance Fee Study: Council Consideration of Update to Alcohol, Compliance Fee; and Adoption of New Compliance Fees for Tobacco, Firearms, and Cannabis Businesses. (20 min)

RECOMMENDATION

The Community Services, Public Safety, Housing & Development Committee recommends that the City Council approve the Compliance Fee Study and Adopt Compliance Fees to be imposed on the identified businesses.

Presentation will be held live upon consultant's request.

BACKGROUND

DISCUSSION

In 2021, the City retained Harris & Associates (“Harris”) to prepare a Compliance Fee Study (“Study”). The need for the Study was due to the City’s new cannabis program, the duration since updating of the alcohol compliance fee, and the desire for cost recovery for the identified businesses requiring compliance review.

The purpose of the Study is to develop a reasonable estimate of the cost to the City for compliance and enforcement (Cost Objectives), and an appropriate compliance fee per business that allows the City to recover its costs related to the condition compliance verification process and, where applicable, annual permit renewal process. The Study pertains to four specific types of businesses:

- Firearms Permit Renewal – Annual compliance inspection process.
- Alcohol Compliance Fee – Compliance monitoring, alcohol education programs, and police decoy operations.
- Cannabis Permit Renewal – Annual permit renewal process, including condition compliance and quarterly inspection process.
- Tobacco Retailer Permit Renewal – Annual permit renewal process, including condition compliance and inspection process.

Harris developed a comprehensive and legally compliant Study utilizing specific data sources to create a Study methodology for the identified businesses. Details regarding this methodology are identified in Attachment 1 (Final Compliance Fee Study - May 11, 2023) and summarized below.

The number of businesses identified in the Study is based on city records, as well as the maximum permitted cannabis businesses as identified in OCC, Section 11-456.

Compliance Study Business Type	# of Businesses
Alcohol Compliance Fee	265
Cannabis Permit Renewal	
Retail	16
Manufacturing	8
Testing	1
Distribution	3
Firearms Permit Fee	4
Tobacco Retailer Permit	158

ANALYSIS

The Study developed a cost methodology which included direct and indirect labor costs, inclusion of a consumer price index reflective of current economic conditions, as well as estimates regarding staff members responsible for compliance, hourly rates, and time spent ensuring compliance or renewal of permits, as appropriate. The methodology also allocated a percentage share of the entire cost of the Study spread over two years and applied this to the businesses.

Firearms Compliance Fee (New Fee)

Regulations regarding firearms are contained in OCC, Article VIII Section 11-220 through Section 11-228, and Article V Division 19 and 20, Section 16-504.1 through Section 16-504.2. According to City records, there are currently four (4) businesses in the City that sell firearms. Compliance activities related to businesses licensed to sell firearms are identified within the Study (see Attachment 1). In summary, compliance includes annual permit inspections to ensure compliance with permit conditions. This includes, but is not limited to, checking camera and alarm systems, site physical security, and operational practices, and ensuring firearms are stored correctly. The compliance fee would be imposed at the time of business license renewal.

The Firearms Compliance Fee summary is presented below.

		FY 2023-24		FY 2024-25		FY 2025-26	
Existing Fee*	#of Businesses	Recommended Fee***	Total Projected Cost/ Revenue to City	Recommended Fee***	Total Projected Cost/ Revenue to City	Recommended Fee***	Total Projected Cost/ Revenue to City
N/A	4	\$452	\$1,808	\$470	\$1,880	\$489	\$1,956

*- No current fee established

** - as of Jan. 2022 per City records.

*** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26.

Alcohol Compliance Fee (Update of Existing Fee)

Pursuant to Resolution Nos. 11,896 and 12,407, retail alcohol businesses must pay an annual alcohol compliance fee. This fee was originally established in 2003, and has not been updated since then. The Police Department performs several alcohol compliance activities as well as responsible beverage service training and the deployment and oversight of alcohol educational programs (see Attachment 1). According to City records there are approximately 265 alcohol outlets as of January 2022.

The compliance fee would be imposed at the beginning of each year through invoicing of affected businesses.

The City has received a tobacco grant from the California Department of Justice in the amount of \$410,944 for four (4) years (2021 - 2025) and an alcohol grant from the Office of Traffic Safety (OTS) in the amount of \$500,000 for two (2) years (Oct. 2022 - Sept. 2023). Application for OTS grant funds are underway for FY 2023-2024 and are likely to be granted, with award being confirmed in Nov. 2023. The activities paid for through these grants are not included in the Study cost, as grant monies cover the identified activities (inspection, and decoy operations). Should the grants fail to be reinstated, or conclude, or the City is determined to be no longer eligible to receive grant funding, the cost associated with these activities will be included in the Study costs and the Study will need to be updated (see Recommendations section of the Study, Attachment 1).

The Alcohol Compliance Fee summary is provided below:

FY 2023-24				FY 2024-25		FY 2025-26	
Existing Fee	# of Businesses*	Recommended Fee **	Total Projected Cost/ Revenue to City	Recommended Fee**	Total Projected Cost/ Revenue to City	Recommended Fee**	Total Projected Cost/ Revenue to City
\$265	265	\$385	\$101,987	\$400	\$106,083	\$416	\$110,349

*- as of Jan. 2022 per City records.

** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26

Cannabis Compliance Fee (New Fee)

Commercial cannabis business regulations are included in OCC Article XVII, Sections 11-450 through 11-496. The OCC allows four categories of cannabis businesses, with limits on the total number of permits by business category – retail (16), manufacturing (8), testing (1), and distribution (3). The current OCC does not allow permits for cultivation. If/when cultivation is added to the OCC a new or updated Study will be needed. Under Section 11-461, renewal applications per business are required every twelve months and the fee for the renewal shall (subsection C.) “be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the city to administer the program.”

The City has not yet renewed a permit, but this will occur around mid-October 2023. All City cannabis operators have been conditioned to pay the compliance fee and all cannabis operators are required to renew their permit annually. Compliance activities associated with commercial cannabis businesses fall into two main categories: 1.) Quarterly on-site inspections and meetings; and 2.) Application review associated with annual permit renewal (see Attachment 1).

The compliance fee would be imposed at the time of permit application renewal.

City staff anticipate that compliance activities would require the same amount of time, regardless of business type (retail, manufacturing, testing, or distribution). For that reason, the estimated commercial cannabis compliance fee is the same for each business type.

For cannabis businesses, as part of the annual permit renewal and compliance verification a third party contractor will be hired by the City to verify compliance with City cannabis tax and reporting requirements (known as “cannabis audits”). This cost will be fully offset by the fees paid by the cannabis businesses and will include 15% of the cost of the audit to cover the City's administration costs.

The Cannabis Permit Fee summary is presented below.

FY 2023-24					FY 2024-25		FY 2025-26	
	Existing Fee*	# of Businesses**	Recommended Fee***	Total Projected Cost/ Revenue to City	Recommended Fee**	Total Projected Cost/ Revenue to City	Recommended Fee**	Total Projected Cost/ Revenue to City
Retail	N/A	16	\$5,081	\$81,298	\$5,283	\$84,534	\$5,494	\$87,904
Manufacturing	N/A	8	\$5,081	\$40,649	\$5,283	\$42,267	\$5,494	\$43,952
Testing	N/A	1	\$5,081	\$5,081	\$5,283	\$5,283	\$5,494	\$5,494
Distribution	N/A	3	\$5,081	\$15,243	\$5,283	\$15,850	\$5,494	\$16,482
TOTAL COSTS/ REVENUES				\$142,271		\$147,934		\$153,832

*- No current fee established

** - current maximum allowed by City's municipal code.

*** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26

Tobacco Retailers Compliance Fee (New Fee)

Regulations regarding tobacco sales are contained in OCC, Article XIV, Tobacco Retailers, Section 11-370 through Section 11-384. The code requires that a tobacco retailer obtain and maintain a valid tobacco retailer's permit for each location at which the sale of tobacco products occurs. The permit is valid for twelve months and the permit fee was to be established by City Council resolution. According to research and review of the City's Business Tax Certificates, there are currently 158 businesses in the City that sell tobacco.

Compliance activities related to businesses licensed to sell tobacco are identified within the Study (see Attachment 1). The compliance fee would be imposed at the time of business license renewal.

The City has received a tobacco grant from the California Department of Justice in the amount of \$410,944 for four (4) years, from 2021 through 2025. The activities paid for through this grant are not included in the Compliance Fee Study cost, as grant monies cover the identified activities (inspection, and decoy operations). Should the grant fail to be reinstated, or conclude, or the City is determined to be no longer eligible to receive grant funding, the cost associated with these activities will be included in the Compliance Fee Study cost.

The Tobacco Compliance Fee summary is presented below.

FY 2023-24				FY 2024-25		FY 2025-26	
Existing Fee*	# of Businesses**	Recommended Fee**	Total Projected Cost/ Revenue to City	Recommended Fee***	Total Projected Cost/ Revenue to City	Recommended Fee***	Total Projected Cost/ Revenue to City
N/A	158	\$252	\$39,851	\$262	\$41,348	\$272	\$42,908

*- No current fee established

** - as of Jan. 2022 per City records

*** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26.

Compliance Fee Study Summary

The table below identifies the City's existing fees, recommended fees, the amount of revenue generated by each fee over the next three years to offset City costs, and an identification of the range of regulatory fees in other Southern California cities.

Table 1 - Compliance Fee Summary

Fee Type	Existing Annual Fee ¹	FYs 2023-24, 2024-25, & 2025-26 ²							Annual Fees/ Business - Other CA Cities ⁴	
		Recommended Annual Fee Per Business ³			# of Businesses	Total Projected Annual Fees to City ³			Low	High
		2023-24	2024-25	2025-26		2023-24	2024-25	2025-26		
Alcohol Compliance Fee	\$265	\$385	\$400	\$416	265	\$101,987	\$106,083	\$110,349	\$100	\$5,000
Cannabis Permit Renewal										
Retail ⁵	N/A	\$5,081	\$5,283	\$5,494	16	\$81,298	\$84,534	\$87,904	\$298	\$12,530
Manufacturing ⁵	N/A	\$5,081	\$5,283	\$5,494	8	\$40,649	\$42,267	\$43,952		
Testing ⁵	N/A	\$5,081	\$5,283	\$5,494	1	\$5,081	\$5,283	\$5,494		
Distributors ⁵	N/A	\$5,081	\$5,283	\$5,494	3	\$15,243	\$15,850	\$16,482		
Firearms Permit Renewal	N/A	\$452	\$470	\$489	4	\$1,808	\$1,880	\$1,956	\$111	\$284
Tobacco Retailer Permit Renewal	N/A	\$252	\$262	\$272	158	\$39,851	\$41,348	\$42,908	\$30	\$600
TOTAL		\$21,413	\$22,266	\$23,153		\$285,917	\$297,246	\$309,045		

1. No fees currently exist for Cannabis, Firearms, and Tobacco Permit Renewals.

2. Fees inflated by 4.2 %/yr (excluding Regulatory Study cost) per average CPI from CA Department of Finance Los Angeles Metropolitan Area, FYs 2020-21 through 2022-23.

3. Regulatory Study cost is applied to business types in proportion to costs to the City and spread across 3 years - 2023-24, 2024-25 and 2025-26

4. Includes Carpinteria, Fremont, Glendale, Goleta, Long Beach, Pasadena, Pleasanton, Port Hueneme, Santa Ana, Santa Barbara, Santa Cruz, Santa Monica, Santa Rosa, Torrance, and Ventura. Low and High numbers are lowest and highest for those cities that have an applicable fee.

5. Number of permits is capped at the # of businesses shown.

Fee Comparison - Southern California Cities and Community Meetings

Study Comparison

To provide the City with a basis for its compliance fees, particularly where the compliance fees are new, Harris analyzed fee schedules for other cities across Southern California. This analysis was limited to annual regulatory fees and did not include any one-time fees such as background, business license, permitting, etc. The research performed involved a combination of online research and phone calls. The Comparable Regulatory Fees summary table on the following page (also Table 14 in the Study) summarizes the regulatory fees and provides a range for each fee, based on the information found for all 15 cities. The findings generally, were:

- Alcohol - Less cities regulate these businesses as part of the renewal process. Of the 15 cities analyzed, only four (4) had an annual fee, despite most cities allowing the sale of alcohol. The recommended compliance fee is within range of what is charged elsewhere.
- Cannabis - Four (4) cities out of the 15 researched have cannabis regulatory fees. Unlike alcohol, though, legalization of the commercial cannabis business remains rare in California municipalities, though this is changing rapidly. Where cannabis is allowed, it is highly regulated. The identified fees are only compliance based, and not inclusive of any audit which may be necessary. The recommended compliance fee is within range of what is being charged elsewhere.
- Firearms - Cities will charge a regulatory fee and an annual renewal fee for firearms, but some cities choose to charge a lower fee for renewal. The City's fee is in the higher range as compared to other jurisdictions allowing the use. However, the recommended fee is based on the actual time and cost to perform the work associated with compliance.

- Tobacco - Tobacco more commonly requires payment of an annual municipal regulatory fee. The suggested compliance fee is within range of what is being charged elsewhere.

City ¹	Alcohol ²		Cannabis	Firearms	Tobacco	
	Low	High				
Oxnard (Proposed 2023-24 Fees)	\$385		\$5,081	\$452	\$252	
Carpinteria						
Fremont					\$111	
Glendale						\$225
Goleta	\$247		\$12,527	\$284	\$284	
Long Beach			\$2,946	\$138	\$600	
Pasadena						
Pleasanton						\$450
Port Hueneme			Consultant Cost + 15% admin fee			\$366
Santa Ana			\$12,530			
Santa Barbara						\$30
Santa Cruz	\$223	\$2,208				
Santa Monica						
Santa Rosa	\$100	\$5,000				
Torrance						
Ventura ³	\$250	\$1,700	\$298			\$298

1 - Fees for all cities except Oxnard are as of 7/1/2022.

2 - Alcohol fees are affected by different factors like potential risk, hour of operation, entertainment, and annual wholesale purchases. Goleta includes affidavit and permit fee.

3 - Annual fee for cannabis delivery services.

Engagement with Affected Businesses and the West Ventura County Business Alliance (WVCBA)

In November and December 2021, City staff met virtually with businesses potentially affected by the compliance fees. Generally, there was an understanding from these businesses that the fees were needed to perform services associated with their business types. Since this meeting, and through Study updates to address CPI and labor contracts, the proposed compliance fee amount has increased but not substantially.

Throughout the Study process, City staff met multiple times with the WVCBA to discuss the proposed compliance fees. This group asked questions regarding CPI, CPI averaging, and the City's process for charging a 15% administrative fee. Most recently, the methodology of the Study and recommended fees were presented at the WVCBA at their meeting on May 8, 2023. The group only commented on the cannabis compliance fee. The WVCBA members were concerned with potentially overtaxing cannabis businesses and driving businesses away.

The Cannabis Business Tax, as shown below was approved by the voters in 2018. This tax is similar to the City's Transient Occupancy Tax (TOT), which is imposed on visitors to the City staying in hotels, motels or short term rentals.

Payments made by the cannabis operator are as follows:

Fee	Description
Cannabis Business Tax (voter approved Nov. 2018)	Retail 6% Manufacturing 4% Distribution 3% Testing 2.5%
Community Benefits*	1% of gross revenue
One Time Payment*	\$250,000 Retail \$50,000 Testing \$25,000 Distribution \$25,000 Manufacturing

Cannabis applicants have been conditioned to pay the required compliance fee, and consulted in the process of establishing the fee. Lastly, the fee is within the range of what is charged in other jurisdictions and consistent with protocols being implemented in other jurisdictions.

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.

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

If the City Council adopts the compliance fees, it will enable the City to experience full direct and indirect cost recovery of staff time and other expenses directly related to the regulation and compliance of the identified business types. This is estimated to bring in \$892,208 over three years. If the recommended fees are not adopted, then the alcohol compliance fee would remain \$265/year and based on an estimated 265 businesses per year, an estimated \$210,675 would be collected over the next three years.

These fees will be effective upon adoption and will be assessed for the identified businesses with renewal of applications or when annual business renewal is required.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Final Study- Alcohol, Tobacco, Firearms, and Cannabis
2. PowerPoint Presentation

2023-24 Regulatory Fee Study (Final)

*Alcohol, Tobacco, Firearms, and
Cannabis*

May 11, 2023

Prepared for:



Prepared by:



Harris & Associates

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(949) 655-3900

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EXECUTIVE SUMMARY

The purpose of this Regulatory Fee Study (Study) is to identify the costs to the City of Oxnard (City) associated with the compliance and enforcement of certain uses and calculate an appropriate cost-recovery fee to cover compliance and enforcement activities that are directly attributable to private businesses in the following sectors:

1. Firearms (Sales and Ranges)
2. Alcohol
3. Cannabis
4. Tobacco

The results of the Study indicate that the regulatory fees shown in Table 1 can be supported for each business type. The recommended fees for each business type, the amount of revenue generated by the fees, and a range of regulatory fees in other Southern California cities for the same business types are presented in Table 1.

TABLE 1: SUMMARY OF REGULATORY/COMPLIANCE FEES

Table 1 - Compliance Fee Summary

Fee Type	Existing Annual Fee ¹	FYs 2023-24, 2024-25, & 2025-26 ²							Annual Fees/ Business - Other CA Cities ⁴	
		Recommended Annual Fee Per Business ³			# of Businesses	Total Projected Annual Fees to City ³			Low	High
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1. No fees currently exist for Cannabis, Firearms, and Tobacco Permit Renewals.

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4. Includes Carpinteria, Fremont, Glendale, Goleta, Long Beach, Pasadena, Pleasanton, Port Hueneme, Santa Ana, Santa Barbara, Santa Cruz, Santa Monica, Santa Rosa, Torrance, and Ventura. Low and High numbers are lowest and highest for those cities that have an applicable fee.

5. Number of permits is capped at the # of businesses shown.

1. BACKGROUND

The City retained Harris and Associates (Harris) to prepare a regulatory fee study that estimates fees related to compliance and enforcement activities related to certain business types (referred to as “regulatory fees” or “compliance fees” throughout this Study) with the objective to achieve cost recovery for these activities. Harris worked closely with City staff from multiple departments to identify all costs associated with staff tasks and actions involved in compliance and enforcement of the following businesses:

1. Firearms (Sales and Ranges)
2. Alcohol
3. Cannabis
4. Tobacco

The methodology and data sources utilized in the Study are described below.

2. METHODOLOGY

2.1 DATA SOURCES

The following sources were utilized in the preparation of this Study:

- **City staff (video conference meetings, phone calls and emails) in the following departments:**
 - Community Development (Planning and Code Compliance Divisions)
 - Finance
 - Human Resources (for payroll information)
 - City Attorney
 - Police
- **City of Oxnard Data**
 - Classification and Salary Listing, dated December 19, 2022
 - Draft Compliance and Inspection Fees Worksheet provided by City July 2, 2021
 - Interactive Financial Reporting Tool on City website, with supporting documentation from City Finance staff obtained March 2023.
 - Notice to Current and Future Alcohol Retailers, dated March 16, 2021, from the City’s Police Department
 - Ordinances and Resolutions (with Oxnard City Code (OCC) Sections cited)
 - Alcohol: Resolution 11,896 and Resolution 12,407
 - Cannabis: OCC Section 11-450 through OCC Section 11-496
 - Firearms: OCC Section 16-504.1 and OCC Section 16-504.2
 - Tobacco: OCC Section 11-370 through OCC Section 11-384

- Planning Division Fee Schedule, effective September 24, 2018 (revised December 2022)
- City of Oxnard Budget, 2021-2022
- Cost of Services Study (Revenue and Cost Specialists LLC, February 2018)
- Cost bid received by the City from third-party cannabis tax revenue audit firm (optional).

2.2 COST METHODOLOGY AND APPROACH

The purposes of the Study are to develop:

1. A reasonable estimate of the cost to the City for compliance and enforcement (referred to in this Study as the “Cost Objectives”); and
2. Identify a regulatory fee for each business that reimburses the City for its costs related to the compliance verification process (including inspections) and annual permit renewal process for the following business types:
 - Firearms (Sales and Ranges)
 - Alcohol
 - Cannabis
 - Tobacco

Both direct and indirect costs have been calculated for the Cost Objectives for each of the business types listed above utilizing the following methodology:

- Calculate compliance and enforcement costs (referred to as “full costing” in this Study) in a way that complies with existing City policies, ordinances, and California State law, and aligns with Federal Acquisition Regulations (FAR) and Federal Cost Accounting Standards (CAS). The City’s compliance fees are not subject to the FAR or CAS, but absent other State guidance, FAR/CAS standards were applied for the purposes of best practices. An annual Consumer Price Index (CPI) inflation factor (based on the average CPI over the last several years) has been applied, as detailed later in this Study.
- Capture direct costs and expenses by identifying:
 - The hours (or portion of hours), by position, required to perform all tasks related to compliance, including review of permit applications, inspections, investigations, etc. (compliance activities).
 - All expenses identified by City staff related to compliance and enforcement (compliance expenses), as detailed in Appendix A to this Study.

2.2.1 CONSISTENCY WITH CITY POLICIES, STATE LAW AND FAR/CAS STANDARDS

A primary goal of this Study was the development of a consistent and robust methodology that meets the financial management policies of the City and aligns with State laws and the cost accounting principles of Federal contracting regulations. Ideally, direct, and indirect costs that relate to the City’s compliance and regulation should be borne by the businesses rather than by

taxpayers across the City. The challenge in developing these costs is that there is little guidance from the State on allowable costs. Absent this guidance on a State level, the FAR/CAS standards related to calculating allowable costs were used as a guide.

State Law

In 1979, California voters approved Proposition 4, also known as the 'Gann Limit,' which then became Article XIII B of the California Constitution. Under the Gann Limit, local governments can only increase tax revenue above 1978-1979 limits based on changes in population and cost of living indices. Fees charged in excess of City costs can be considered tax proceeds and would limit the increase in tax revenue available to the City of Oxnard. Therefore, the regulatory fees charged by the City should not exceed the cost of compliance and enforcement.

California Government Code Section 66000-66008 (Assembly Bill 1600) pertaining to development impact fees requires additional reporting for fees imposed as a condition of development. The code clarifies that:

*"Development project" means any project undertaken for the purpose of development.
"Development project" includes a project involving the issuance of a permit for construction or reconstruction, but not a permit to operate.*

AB 1600 does not apply to regulatory fees.

City Policies

The following City financial management policies¹ regarding user fees and rates were followed:

- *The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.*
- *The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.*
- *Staff will recalculate periodically the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.*

FAR/CAS Standards

This Study also borrows heavily from the FAR/CAS approach for development of salary cost pools, which were then allocated to cost objectives based on direct salaries. A cost pool is a grouping of individual costs, typically by department, from which cost allocations are made. A cost objective is an activity for which cost data are needed and for which costs are incurred. Utilizing this approach does not imply that City practices and systems meet the same standards required for large Federal contractors. Accounting systems and controls required on substantial federal contracts are expensive and require detailed tracking, controls, and training for timesheet processing, accounting practices, expense reporting, etc. It is important to note that most municipalities do not employ the costly accounting/payroll systems and practices that fully align with requirements typically involved for large Federal contracts.

¹ City of Oxnard Budget, 2020-2021, page 326.

2.2.2 CAPTURE COMPLIANCE ACTIVITIES AND EXPENSES

Compliance Activities

Identifying compliance activities is the most challenging part of a regulatory fee study as all direct and/or ancillary services related to compliance must be captured to avoid missed cost recovery. Likewise, it is important to exclude activities that are not specifically related to compliance, as well as any compliance costs that are funded through separate mechanisms (e.g., grants).

Harris completed the following to accurately capture the full spectrum of compliance activities that occur in the Community Development and Police Departments as well as the City Attorney Office:

- Reviewed City ordinances and resolutions (for requirements) and obtained management guidance from City staff. Cannabis and firearms sectors are new to the City. Compliance regulations had either not yet commenced or had just recently commenced as of the date of this Study. Thus, additional compliance activities may occur beyond those identified in this Study.
- Conducted numerous video conference meetings, calls and emails with City personnel and managers. Compliance activities varied from simple (for tobacco) to more complex and thus more costly (for alcohol and cannabis).
- Obtained the time required to perform each activity (by staff position) from City staff (often from the actual staff member performing the activity).
- Identified raw salary costs for each compliance activity. The raw salary cost associated with each position was obtained from the City of Oxnard Classification and Salary Listing report. The upper range or the highest step/salary level was used as the raw cost of salary pursuant to guidance from the City's Payroll Manager and Chief Financial Officer (CFO), who advised that the top of the range should be used because most City employees are at the upper end of the salary ranges.

Any costs for compliance activities that are or could be recovered through other means were excluded from the analysis. For example, deployment and oversight of alcohol education programs and decoy operations related to alcohol and tobacco retailers have been excluded from this Study as they are funded through a California Department of Justice Tobacco Grant. Costs that could be recovered through a Hearing Fee were also excluded.

Compliance Expenses

Compliance expenses included in the Study are related to either existing third-party consultants third-party or a bid/cost estimate received by City staff from a cannabis audit company (HDL) for this required service. The City intends to hire a third-party cannabis audit compliance company to verify revenues for each business on an annual basis. The estimated cost to implement these contracts, including payment of invoices, are included in the cost recovery.

Staff time to process compliance permit fee payments is only included for cannabis businesses. For alcohol, tobacco and firearms business, this time is not included as City staff deemed this to

be minimal.

2.2.3 ALLOCATE GENERAL & ADMINISTRATIVE COSTS

Salaries

The cost to the City for staff time far exceeds the raw salary cost paid to an employee for the hours worked on a specific Cost Objective. The full cost of an hour worked also includes payroll taxes, paid time off (holidays, vacations, sick, etc.), worker's compensation insurance, health care/insurance benefits, retirement contributions (CalPERS and PARS), etc.

To allocate these costs a fully loaded cost of labor was developed using, Direct Salaries, a Salary Pool and a Salary Pool Rate calculated as follows:

- Direct Salaries: Defined as raw salaries paid for time at work. Direct salaries exclude salary paid for time away from work, such as holidays, vacations, sick leave, etc.
- Salary Pool: The sum of salary related costs other than direct salaries.
- Salary Pool Rate: Salary Pool divided by Direct Salaries. This represents the additional salary-related cost for every dollar of Direct Salary.

The Salary Pool was generated using "Personnel" costs (i.e., all expenses included under the Personnel general ledger (GL) accounts), less Direct Salaries and Unfunded Accrued Liabilities. Total Personnel Costs for the City are shown in Table 2.

Direct Salaries were accounted for in three GL accounts on the City books – the "Direct Labor—Regular" account includes both Direct Labor and Paid Time Off (PTO). Budget estimates for PTO as a percent of total salary were used to determine the value of Direct Labor in the account. The "Overtime" and "Station Coverage" (for Fire Department) accounts were also direct salaries. All Direct Salaries were excluded from the Salary Pool.

Unfunded Accrued Liabilities (UAL), also known as unfunded pension liabilities, are "the amortized dollar amount needed to fund past service credit earned (or accrued) for members who are currently receiving benefits, active members, and for members entitled to deferred benefits."² UAL costs were excluded from the salary cost pools because they are related to a prior period and cannot be linked to a current compliance function. This approach is consistent with the FAR CAS 31.205-6, which clarifies that "Increased pension costs are unallowable if the increase is caused by a delay in funding beyond 30 days after each quarter of the year to which they are assignable."³

² CalPERS Public Agency Required Employer Contributions, <https://www.calpers.ca.gov/page/employers/actuarial-resources/employer-contributions/public-agency-contributions> (Accessed March 2021).

³ Federal Acquisition Regulation, 48 CFR Section 31-205-6 (2011).

TABLE 2: CITY OF OXNARD TOTAL PERSONNEL COSTS

City of Oxnard Account	Police Department ¹	All Other City Departments ¹	Notes
TOTAL PERSONNEL	68,016,920	131,140,762	
DIRECT LABOR-REGULAR	29,580,398	63,235,686	Direct Salary = GL * (1-PTO Rate)
PERS	7,986,733	8,235,128	
EMPLOYEE BENEFITS	8,052,856	20,368,557	
OVERTIME	4,421,749	5,836,775	Direct Salary
PUBLIC SAFETY-PERS UAL	7,695,840	4,673,100	Exclude - relates to prior period
DIRECT LABOR-TEMPORARY	121,745	2,902,460	
WORKER'S COMP INSURANCE	4,129,943	5,669,824	
MISC-PERS UAL	1,387,656	8,831,768	Exclude - relates to prior period
PARS	384,116	3,063,211	
STATION COVERAGE	0	5,551,075	Direct Salary
OPOA RETIREE MEDICAL	1,562,540	0	
WORKERS' COMP/SALARY CONT	1,098,684	447,305	
PERSONNEL SERVICES / PEMCA-RETIREE	336,540	346,711	
TEST/MONITOR COMPLIANCE	0	368,585	
PARS - ERIP	5,079	61,020	
UNIFORM ALLOWANCE	11,444	43,538	
AUTO ALLOWANCE	0	55,899	
OVERTIME-FLSA	0	310,411	
ACCRUED SALARY & BENEFITS	0	-358,129	
TOOL AND EQUIPMENT ALLOW	0	19,212	
PERSONNEL SERVICES / PAYROLL MISCELLANEOUS EXP	0	81,826	
<i>Note 1: Values are for 2021/2022 Fiscal Year Actuals</i>			
PTO Rate	19.69%	14.69%	
Total Personnel Costs	68,016,920	131,140,762	
(Less) Direct Salaries	28,177,767	65,334,214	
(Less) UAL	9,083,496	13,504,868	
Salary Pool	30,755,657	52,301,680	
Salary Pool Rate	109.1%	80.1%	

Oxnard City Website's Interactive Financial Reporting Tool – Annual Revenue & Expense (FY 2021-22 Actual),
<https://oxnardca.opengov.com/transparency/annual-revenue-and-expenses/expenses/2021-22-actuals> (Accessed March 2023)

The City provided budgeted PTO rates for the Oxnard Peace Officers Association (for police staff) and for all other City Staff. The rates are different because the union for the Oxnard Peace Officers Association had negotiated PTO for police officers that differs from other City departments. Because these PTO numbers were different, separate Salary Pools and Salary Pool Rates were developed for the Police Department and for the rest of the City.

The resulting Salary Pool Rates (Salary Pool/Direct Salaries) are:

- Police Department – 1.09 - salary markup for benefits
- All Other Departments – 0.80 - salary markup for benefits

Other Expenses

General management time and/or overhead expenses that are directly related to regulation of the uses that are the subject of this Study were included in the analysis. Although a full costing

of City expenses was last performed in 2018, it did not include a review of most of the Cost Objectives in this Study because some of the City's regulations were not in place at the time (firearms and cannabis) and through staff analysis and budget processes it was determined that updates to existing compliance processes were needed (alcohol and tobacco). While there was some overlap, applying the rates from the 2018 Study would be inconsistent with the current Study approach and could double-charge for some overhead expenses.

2.2.4 OTHER ASSUMPTIONS

Additional assumptions related to compliance activities included the following:

- Writing notices/warnings to bring businesses into compliance or permit suspension warnings were included in compliance activities. If a permittee opted to appeal via a hearing, the costs related to the hearing were not included because separate hearing fees are assessed to cover these City costs.
- Consultant fees:
 - The cost to perform this Study was allocated to each sector based on each sector's cost as a percent of the total of all sectors' costs and was spread over three years.
 - For each Cost Objective, the fee for the first three years (2023-24, 2024-25 and 2025-26) includes the Regulatory Study Cost (i.e., cost of Study to develop/update compliance fees).
 - A 15% Consultant Surcharge will be applied for third-party expenses.
- Number of Licenses: The analysis utilized the number of alcohol outlets provided by City staff and the actual number of licenses for tobacco uses (also provided by City staff) as of January 2022. And, the maximum allowable cannabis permits by type, per OCC Section 11-456, were applied to the cannabis analysis. These assumptions are shown in Table 3.

TABLE 3: NUMBER OF PERMITS BY COST OBJECTIVE

	# of Businesses
Firearms Permit Fee	4
Alcohol Compliance Fee	265
Cannabis Permit Renewal	
Retail	16
Manufacturing	8
Testing	1
Distribution	3
Tobacco Retailer Permit	158

2.3 TOTAL COST OBJECTIVE AND COMPLIANCE FEES

The total costs for the Cost Objectives for each business type were calculated by combining the following costs:

- Direct salaries spent by City staff on each objective, multiplied by one plus the appropriate Salary Pool Rate.
- Cost of consulting contracts, including compliance software platform, annual cannabis business audits, and fee studies.

The estimated permit renewal cost or compliance cost is calculated by dividing the total cost for each Cost Objective by the expected number of permits.

2.4 COST OBJECTIVE DEVELOPMENT AND ESTIMATED COMPLIANCE FEES

Compliance fees for each business type are calculated based on the total annual cost to the City divided by the number of businesses expected to be subject to the compliance fees. A description of how the costs to the City are calculated for each business type are detailed below, along with the resulting compliance fees. The details of the data assumptions and sources used in calculating the costs and fees are provided in Appendix A to this Study.

Given the timing of City Council consideration of this Study, it is important to note that this Study calculates an estimated fee based on 2022-23 costs and assumes all fees would be established during the 2022-23 FY, going into effect for the 2023-24 FY through 2025-26 FY. A 4.2% annual inflator has been applied to all City costs (excluding the Regulatory Study Cost) using the average of the California Department of Finance (DOF) Los Angeles Metropolitan Area Consumer Price Index (CPI) estimates for FYs 2020-21 through 2022-23.

2.4.1 FIREARMS (SALES AND RANGES): \$452 PER BUSINESS (FY 2023-24)

OCC provisions regarding the sale of firearms and firearm ranges are addressed in Division 19, Section 16-504.1, and Section 16-504.2, respectively. Both sections required a Special Use Permit as outlined in Section 16-530 through 16-553, plus additional information as defined in Division 19 of the OCC Sometime in calendar year 2022. The City plans to update its firearms ordinance to require compliance activities and an associated fee. According to City staff, there are currently four (4) businesses in the City that sell firearms. The City may evaluate potential other firearm uses in the future and the Study may be updated in the future to reflect any changes. Table 8 lists expected compliance activities and expenses associated with a Firearms Permit.

TABLE 8: FIREARM COMPLIANCE ACTIVITIES AND EXPENSES

Firearms Permit	
Compliance Activity/Expense	Description
Annual Permit Inspections	Ensure compliance with permit conditions including but not limited to checking camera and alarm systems, site physical security, and operational practices. Ensure firearms are stored correctly, provide crime prevention advice. 1 visit per year for 2 hours by one (1) Retired Annuitant position and one (1) Police Corporal position.
Study Cost	Cost of Study to develop/update compliance fees.

As shown in Table 9, the total projected annual cost to the City for firearms compliance activities is estimated to be \$1,808 with a cost per business of \$452. Starting in 2023-24 and continuing until 2025-26, the Regulatory Study Cost is applied to the annual costs. Additionally, an annual inflator of 4.2% has been applied to all City costs (except the Regulatory Study Cost in 2023-24, 2024-25 and 2025-26) based on DOF economic indicators data. The Regulatory Study Cost will be recovered by the end of 2025-26.

As mentioned previously, this Study assumes that fees will be established during the 2022-23 fiscal year. Table 9 details the estimated fees for 2024-25 and 2025-26, as well as the initial year the fees would go into effect, 2023-24. The table also lists the number of businesses currently permitted as of January 2022 and the total cost/revenue to the City for 2023-24 through 2025-26. The total costs to the City represent annual costs, with the cost for the Regulatory Study Cost split across three fiscal years – 2023-24, 2024-25 and 2025-26. Table 9 details the estimated fees and cost to the City for firearms compliance.

TABLE 9: FIREARMS COMPLIANCE FEE SUMMARY

		FY 2023-24		FY 2024-25		FY 2025-26	
Existing Fee *	# of Businesses **	Recommended Fee ***	Total Projected Cost/ Revenue to City	Recommended Fee ***	Total Projected Cost/ Revenue to City	Recommended Fee ***	Total Projected Cost/ Revenue to City
N/A	4	\$452	\$1,808	\$470	\$1,880	\$489	\$1,956

* - No current fee established.

** - as of Jan. 2022 per City records.

*** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26.

2.4.2 ALCOHOL COMPLIANCE FEE: \$385 PER BUSINESS (FY 2023-24)

Under Oxnard City Council Resolution Nos. 11,896 and 12,407, retail alcohol businesses must pay an annual alcohol compliance fee. This fee was originally established in 2003 to cover the policing cost for oversight of alcohol retail sites, responsible beverage service training, and the deployment and oversight of alcohol educational programs. The Police Department performs several compliance activities related to businesses that sell alcohol. These fall into the following

main categories:

- Oversight for non-compliance, including police decoy operations. The Police Department conducts proactive compliance checks when there are repetitive calls for service at a site, community complaints, or indicators that the business is over-serving alcoholic beverages. When these complaints are confirmed and alcohol establishments are found to be out of compliance, the business is placed on an audit and visits are more regular to ensure that steps toward compliance are made. All of these work efforts will be completed by the Police Department's one (1) Safer Neighborhoods and Alcohol Compliance Specialist position ("Retired Annuitant").
- Alcohol Education Programs: "Know Your Limit" and "Choose Your Ride." Police conduct these programs inside or directly in front of local establishments that sell alcohol. These programs are administered by the Police Department's Traffic Division by one (1) Police Corporal and two (2) Police Officer I/II positions.
- Alcohol Impact Inspections: Each establishment will be inspected every year by one (1) Police Corporal and one (1) Police Officer I/II positions.
- Firearms, Alcohol, Cannabis, and Tobacco (FACT) Officer (at the level of Police Corporal). This is a new position (funded in 2022-2023) that will be responsible for significant field work to ensure compliance with conditions of approval imposed for FACT related land use permits. This position will conduct the bulk of any field work for compliance with permit conditions and one (1) FACT officer is envisioned.

Compliance activities and compliance expenses are detailed in Table 4.

TABLE 4: ALCOHOL COMPLIANCE ACTIVITIES AND EXPENSES

Alcohol Compliance Fee	
Compliance Activity/Expense	Detail Description and Cost Assumptions
License oversight for non-compliance	Receive report from County on businesses generating DUIs, audit alcohol and food sales. Work with businesses to adjust business models to bring them back into compliance. Request police assistance with problem solving at liquor sites. Safer Neighborhoods and Alcohol Compliance Specialist ("Retired Annuitant") estimates 90 hours per year. Proactive compliance checks when repetitive calls for service, complaints, or indicators that alcohol is being over served. Business is placed on an audit and visits are more regular.
Police investigation for non-compliance	If a Retired Annuitant is unable to resolve, Police investigate. If it continues, it goes to Declaration of Nuisance (charged separately, cost for Declaration of Nuisance not included here). 50 hours per year for Police Corporal.
Deployment and oversight of alcohol education programs	Oversight / coordination between Police and Community Development on alcohol education programs. 5 hours per year for one (1) Retired Annuitant.
Alcohol Impact Inspections	Staffing one (1) Police Corporal, 265 business inspections, 1.66/hr. each/year & one (1) Police Officer I/II, 265 business inspections, 0.75/hr. each/year.

Responsible beverage service training	Previously, a contractor was performing this duty for \$5,000 per year. Currently considering doing in-house or hiring a new contractor. Estimated \$5,000 per year for future cost.
Study Cost	Cost of Study to develop/update compliance fees.

During discussions regarding compliance activities, Oxnard staff noted that some alcohol businesses ignore warnings and repeatedly host loud events. These costs were not included in this Study; instead, staff was researching changes to the ordinances to provide a direct charge for these violations.

As shown in Table 5, the projected total annual cost to the City for Alcohol compliance activities is estimated to be \$ 101,987 with a cost per business of \$385. Starting in 2023-24 and continuing until 2025-26, the Regulatory Study Cost is applied to the annual costs. Additionally, an annual inflator of 4.2% has been applied to all City costs (except the Regulatory Study Cost) in 2023-24, 2024-25 and 2025-26 based on DOF economic indicators data.⁴ The Regulatory Study Cost will be recovered by the end of 2025-26. As mentioned previously, this Study assumes that fees will be established during the 2022-23 fiscal year. Table 5 details the estimated fees for 2024-25 and 2025-26, as well as the initial year the fees would go into effect, 2023-24. The table also lists the number of businesses currently permitted as of January 2022 and the total cost/revenue to the City for 2023-24 through 2025-26. The total costs to the City represent annual costs, with the cost for the Regulatory Study Cost split across three fiscal years – 2023-24, 2024-25 and 2025-26.

The City has received a tobacco grant from the California Department of Justice in the amount of \$410,944 for four (4) years (2021 - 2025) and an alcohol grant from the Office of Traffic Safety (OTS) in the amount of \$500,000 for two (2) years (Oct.2022 - Sept. 2023). Application for OTS grant funds are underway for FY 2023-2024 and are likely to be granted, with award being confirmed in Nov. 2023. The activities paid for through these grants are not included in the Study cost, as grant monies cover the identified activities (inspection, and decoy operations). Should the grants fail to be reinstated, or conclude, or the City is determined to be no longer eligible to receive grant funding, the cost associated with these activities will be included in the Study costs and the Study will need to be updated.

⁴ <https://dof.ca.gov/Forecasting/Economics/Indicators/Inflation/>

TABLE 5: ALCOHOL COMPLIANCE FEE SUMMARY

		FY 2023-24		FY 2024-25		FY 2025-26	
Existing Fee	# of Businesses *	Recommended Fee **	Total Projected Cost/ Revenue to City	Recommended Fee **	Total Projected Cost/ Revenue to City	Recommended Fee **	Total Projected Cost/ Revenue to City
\$265	265	\$385	\$101,987	\$400	\$106,083	\$416	\$110,349

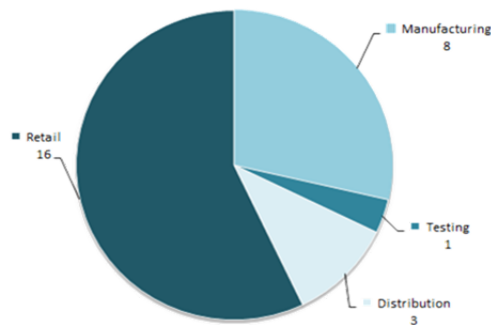
* - as of Jan. 2022 per City records.

** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26

2.4.3 COMMERCIAL CANNABIS REGULATORY COMPLIANCE FEE: \$5,081 PER BUSINESS (FY 2023-24)

The newly established City regulations for the commercial cannabis business are included in OCC Article XVII, Sections 11-450 through 11-496. Under Section 11-461, renewal applications are required for retail cannabis applicants every twelve months and the fee for the renewal shall *“be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the city to administer the program.”* Per Section 11-457(H) renewal application fees are to be paid when a commercial cannabis business permit is granted and per Section 11-461 (c), fees are to be paid at the point of renewal. The City’s cannabis business is still in its infancy and the City has not yet renewed a permit. Compliance activities associated with the commercial cannabis businesses were developed by City staff and are primarily based on regulatory requirements in the OCC. Compliance activities fall into two main categories – quarterly on-site inspections and application reviews associated with the annual permit renewal.

FIGURE 1: NUMBER OF CANNABIS PERMITS ALLOWED BY BUSINESS TYPE



The OCC allows four categories of cannabis businesses – retail, manufacturing, testing, and distribution, with limits on the total number of permits by business category (as shown in Figure 1). The current OCC does not allow permits for cultivation.

Compliance activities and compliance expenses are detailed in Table 6. City staff estimated that compliance activities would require the same amount of time, regardless of business type (retail, manufacturing, testing, or distribution). For that reason, the estimated commercial

cannabis business permit fee is the same for each business type.

TABLE 6: CANNABIS COMPLIANCE ACTIVITIES AND EXPENSES

Cannabis Permit Renewal	
Compliance Activity/Expense	Detail Description
REQUIRED ACTIVITIES/EXPENSES	
Cannabis Renewal Application	
<i>Application review</i>	Review Application and Quarterly Inspection results. Confirm State License, City Business Tax Certificate, and City Cannabis Tax Owed, right to occupy and use property, indemnity agreement, insurance, etc. Per 11-476, review records and recordkeeping, including audited financials. Process approval of renewal. 5 hours per application by an Administrative Services Analyst and 1 hour of oversight by the Planning Manager per application. A total of 28 applications/year.
<i>Application review – legal</i>	Support application review. Determine and update appropriate requirements per the City. 2 hours per application by Deputy City Attorney II.
<i>City Manager approval</i>	Approve permit. 1/6 hour by the City Manager.
Quarterly inspection and compliance checks	Four (4) inspections per year, one (1) at time of renewal and three (3) quarterly. May look at daily sales for conformance. One (1) Code Compliance Inspector (FY funded position 21-22) position; and one (1) Police Corporal & one (1) Police Officer I/II to perform the inspections. 3 hours per inspection.
Police -- LiveScan Fee	Police Department fee to run LiveScan fingerprinting.
Police -- Extended Background Review	Police Department fee to perform Extended Background Check.
Study Cost	Cost of Study to develop/update compliance fees.
OPTIONAL ACTIVITIES/EXPENSES	
Annual Audit of Cannabis Businesses	Cost of service (estimated at \$7,000/Year/business based on independent bid from third-party audit consultant) plus 15% City Admin fee. As needed reimbursement and in addition to the renewal fee.
Processing Payment of Third-Party Invoices	0.25/hour for an Administrative Services Analyst, Senior (Reviews/Processes), 0.5/hour for an Administrative Services Technician, Senior (Review/Disbursement/Print).

As shown in Table 7, the total projected annual cost to the City for Cannabis Compliance activities is estimated to be \$142,271 with a cost per business of \$5,081. Starting in 2023-24 and continuing until 2025-26, the Regulatory Study Cost is applied to the annual costs. Additionally, an annual inflator of 4.2% has been applied to all City costs (except the Regulatory Study Cost) in 2023-24, 2024-25 and 2025-26 based on DOF economic indicators data. The Regulatory Study Cost will be recovered by the end of 2025-26.

As mentioned previously, this Study assumes that fees will be established during the 2022-23

fiscal year. Table 7 details the estimated fees for 2024-25 and 2025-26, as well as the initial year the fees would go into effect, 2023-24. The table also lists the number of businesses currently permitted as of January 2022 and the total cost/revenue to the City for 2023-24 through 2025-26. The total costs to the City represent annual costs, with the cost for the Regulatory Study Cost split across three fiscal years – 2023-24, 2024-25 and 2025-26 and paid at issuance of Commercial Cannabis Business Permit and renewal.

TABLE 7: CANNABIS PERMIT FEE SUMMARY

	FY 2023-24				FY 2024-25		FY 2025-26	
	Existing Fee *	# of Businesses **	Recommended Fee ***	Total Projected Cost/ Revenue to City	Recommended Fee **	Total Projected Cost/ Revenue to City	Recommended Fee **	Total Projected Cost/ Revenue to City
Retail	N/A	16	\$5,081	\$81,298	\$5,283	\$84,534	\$5,494	\$87,904
Manufacturing	N/A	8	\$5,081	\$40,649	\$5,283	\$42,267	\$5,494	\$43,952
Testing	N/A	1	\$5,081	\$5,081	\$5,283	\$5,283	\$5,494	\$5,494
Distribution	N/A	3	\$5,081	\$15,243	\$5,283	\$15,850	\$5,494	\$16,482
Total Costs/ Revenues				\$142,271		\$147,934		\$153,832

* - No current fee established.

** - current maximum allowed by City's municipal code.

*** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26.

OCC Section 11-461 states that a renewal application for a commercial cannabis business permit “shall contain all of the information required for new applications.” However, while new applications would require a considerable amount of zoning-related information, this would not be necessary for a renewal application. The City is in the process of updating the renewal provisions in OCC to clarify requirements for the renewal application. This Study assumes that zoning information would not be required during the renewal process. Specifically, the renewal permit fee calculation did not include costs related to:

- Section 11-455 Cannabis Employee Permit
- Section 11-468 Transfer of Commercial Cannabis Business Permit
- Section 11-470 Building Permits and Inspection
- Section 11-471 Certification from the Community Development Director
- Section 11-473 Location and Design of Cannabis Businesses

2.4.4 TOBACCO PERMIT: \$252 PER BUSINESS (2023-24)

Regulations regarding tobacco sales are contained in OCC, Article XIV, Tobacco Retailers, Section 11-370 through Section 11-384. The code required that a tobacco retailer obtain and maintain a valid tobacco retailer’s permit for each location at which the sale of tobacco products occurs. The permit is valid for twelve months and the permit fee was to be established by City Council resolution. According to research and review of the City’s Business Tax Certificates, there are currently 158 businesses in the City that sell tobacco.

OCC Section 11-380 contains the requirements for the calculation and establishment of the permit fee:

Section 11-380 Fee for Permit. *The fee to issue or to renew a tobacco retailer's permit shall be established from time to time by resolution of the City Council. The fee shall be calculated so as to recover the cost of administration and enforcement of this article, including, for example, issuing a permit, administering the permitting program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this article. All fees and interest upon proceeds of fees shall be used exclusively to fund the program.*

Table 12 lists compliance activities and direct expenses that contributed to the Tobacco Permit fee calculation.

TABLE 12: TOBACCO COMPLIANCE ACTIVITIES AND EXPENSES

Tobacco Permit	
Compliance Activity / Expense	Description
Annual Permit Compliance Review	Review of Tobacco Retailer's Permit application. Retired Annuitant, 0.5 hours/permit/year.
Police decoy and inspections	5 hours (1 hour briefing, 4 hours in field), 12 deployments per year. Staffing = (1 position) Police Corporal, (2 positions) Police Officer I/II.
Prosecuting tobacco retailers	Investigation and referral to City Licensing Department of 14-day suspension for businesses that sell to minors or sell flavored tobacco. A Retired Annuitant spends 72 hours per year on suspensions.
	Licensing sends the first notice of 14-day suspension. If no response, licensing prepares and sends a letter of suspension. If within 14 days of first notice, the applicant files for a hearing and pays a hearing fee, Licensing sends an appeal letter. Cost of sending an appeal letter is not included in the Appeal Hearing Fee. Administrative Services Administrator/Supervisor processes an average of 12 suspensions per year, at one hour each.
	Code Compliance Inspector delivers each notice and requires a signature. 40 minutes per notice at an average of two notices per month, or 24 per year.
Study Cost	Cost of Study to develop/update compliance fees.
Declaration of Nuisance (Section 7-242 to 7-256)	Retired Annuitant preparation of Notices, Acceptance, or Appeal Hearing of Suspension. If the permittee chooses a hearing, there is a separate fee charged; however, work done by a Retired Annuitant is not included in that charge nor in Declaration of Nuisance fee. 5 hours per suspension, 2/month.
Note: Police also perform minor decoy operations that have served as the best method to ensure that permittees are not selling tobacco to minors. These deployments are covered by a California Department of Justice Tobacco Grant and thus were not included in the cost of the permit.	

As shown in Table 13, the total projected annual cost to the City for Tobacco compliance

activities is estimated to be \$39,851 with a cost per business of \$252. Starting in 2023-24 and continuing until 2025-26, the Regulatory Study Cost is applied to the annual costs. Additionally, an annual inflator of 4.2% has been applied to all City costs (except the Regulatory Study Cost in 2024-25 and 2025-26) based on DOF economic indicators data. The Regulatory Study Cost will be recovered by the end of 2025-26.

As mentioned previously, this Study assumes that fees will be established during the 2022-23 fiscal year. Table 13 details the estimated fees for 2024-25 and 2025-26, as well as the initial year the fees would go into effect, 2023-24. The table also lists the number of businesses currently permitted as of January 2022 and the total cost/revenue to the City for 2023-24 through 2025-26. The total costs to the City represent annual costs, with the cost for the Regulatory Study Cost split across three fiscal years – 2023-24, 2024-25 and 2025-26.

The City has received a tobacco grant from the California Department of Justice in the amount of \$410,944 for four (4) years, from 2021 through 2025. The activities paid for through this grant are not included in the compliance fee study cost, as grant monies cover the identified activities (inspection, and decoy operations). Should the grant fail to be reinstated, or conclude, or the City is determined to be no longer eligible to receive grant funding, the cost associated with these activities will be included in the compliance fee study cost.

TABLE 13: TOBACCO COMPLIANCE FEE SUMMARY

		FY 2023-24		FY 2024-25		FY 2025-26	
Existing Fee*	# of Businesses**	Recommended Fee***	Total Projected Cost/ Revenue to City	Recommended Fee***	Total Projected Cost/ Revenue to City	Recommended Fee***	Total Projected Cost/ Revenue to City
N/A	158	\$252	\$39,851	\$262	\$41,348	\$272	\$42,908

* - No current fee established.

** - as of Jan. 2022 per City records.

*** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26.

3. COMPARABLE REGULATORY FEES

To provide the City with a basis for its compliance fees, particularly where the compliance fees are new, Harris analyzed fee schedules for other cities across Southern California. This analysis was limited to annual regulatory fees and did not include any one-time fees such as background, business license, permitting, etc. The research performed involved a combination of online research and phone calls. Table 14 summarizes the regulatory fees and provides a range for each fee, based on the information found for all 15 cities. Because of the cannabis compliance programs are new to the City, the fees in other cities may not capture all costs incurred and fees may increase in other cities in the future.

- **Firearms**

Cities will charge a regulatory fee and an annual renewal fee for firearms, but some cities choose to charge a lower fee for renewal.

- **Alcohol**

Alcohol regulatory fees are typically charged at different levels because retail fees are affected by factors like potential risk, hours of operation, entertainment, and annual wholesale purchases. Based on such factors, cities will often assign a low, medium, or high value and charge a corresponding fee. Furthermore, of the 15 cities analyzed, only four had an annual fee, despite most cities allowing the sale of alcohol, which points to the fact that alcohol is a less regulated use.

- **Cannabis**

Four cities out of the 15 researched have cannabis regulatory fees. Unlike alcohol, though, legalization of the commercial cannabis business remains rare in California municipalities, though this is changing rapidly. Where cannabis is allowed, it is highly regulated.

- **Tobacco**

Compared to a similar product of alcohol, tobacco more commonly requires payment of an annual municipal regulatory fee.

TABLE 14: COMPARABLE REGULATORY FEES SUMMARY

City ¹	Alcohol ²		Cannabis	Firearms	Tobacco
	Low	High			
Oxnard (Proposed 2023-24 Fees)	\$385		\$5,081	\$452	\$252
Carpinteria					
Fremont					
Glendale					
Goleta	\$247		\$12,527	\$284	\$284
Long Beach			\$2,946	\$138	\$600
Pasadena					
Pleasanton					
Port Hueneme			Consultant Cost + 15% admin fee		
Santa Ana			\$12,530		
Santa Barbara					
Santa Cruz	\$223	\$2,208			
Santa Monica					
Santa Rosa	\$100	\$5,000			
Torrance					
Ventura ³	\$250	\$1,700	\$298		

1 - Fees for all cities except Oxnard are as of 7/1/2022.

2 - Alcohol fees are affected by different factors like potential risk, hour of operation, entertainment, and annual wholesale purchases. Goleta includes affidavit and permit fee.

3 - Annual fee for cannabis delivery services.

4. RECOMMENDATIONS

Based on the analysis and data contained in this Study, the following represent the Study recommendations based on upon data sources, methodology and analysis:

- In order to ensure complete cost recovery, it is advisable that the study be updated at least every (3) three years to confirm the actual cost to the City and to ensure that assumptions and estimates in this study remain relevant to actual City activities. If the City does not revisit the cost of compliance by the end of 2023-2024, it is recommended that the City implement the 2024-25 fees in this Study.
- Update the Study when the City's existing tobacco grant ends to ensure full cost recovery through tobacco compliance fees. It is not recommended that the study be updated if/when the alcohol grant ends as the City applies for this grant on a yearly basis.

APPENDIX A: REGULATORY FEE METHODOLOGY AND ASSUMPTIONS

FIREARMS – Direct & Indirect Costs/Fees/Revenues

Oxnard Compliance and Inspection Fees (FY 2023-24 Costs)

Costing Detail

Compliance Activity	Detail Description	Direct Costs									Indirect Costs (Shared Across Businesses)						Indirect Costs/ Bus./Yr.	# of Bus.	Total Fee/ Bus.	Total Revenue to City	
		Labor						Expenses	Expense/ Business	Direct Cost/ Business	Labor				Expenses						
		Name / Position	Hrs/	Visits/	Hourly	Fully	Total Labor				Name /	Hrs/	Salary	Fully		Labor Cost					
FIREARMS																					
Annual Permit Inspections	Ensure compliance with permit conditions including but not limited to checking camera and alarm systems, site physical security, and operational practices. Ensure firearms are stored correctly, provide crime prevention advice.	Retired Annuitant	2	1	\$45.50	\$81.90	\$163.80				\$163.80							\$163.80			
		Police Corporal	2	1	\$57.24	\$119.63	\$239.26				\$239.26							\$239.26			
Regulatory Study Cost		Recouped over 3 years															\$176.29	\$14.69		\$14.69	
2023-24 FEE (includes Regulatory Study Cost)																			4	\$451.92	\$1,807.70
2024-25 FEE (includes Regulatory Study Cost)																			4	\$470.08	\$1,880.33
2025-26 FEE (includes Regulatory Study Cost)																			4	\$488.99	\$1,955.97

Annual ALCOHOL Compliance Fee – Direct & Indirect Costs/Fees/Revenues

Oxnard Compliance and Inspection Fees (FY 2023-24 Costs)

Costing Detail

Compliance Activity	Detail Description	Indirect Costs (Shared Across Businesses)					Expenses	Indirect Costs/ Bus./ Yr	# of Bus.	Total Fee/ Bus.	Total Revenue to City
		Labor									
		Name / Position	Hrs/ Yr	Salary	Fully Loaded Hourly Rate	Labor Cost					
ANNUAL ALCOHOL COMPLIANCE Established in 2005 City Council Resolution 12,407 for Police costs of oversight of alcohol retail sites, Responsible Beverage Service Training, and deployment and oversight of alcohol educational programs.											
License oversight for non-compliance ¹	Receive report from County on businesses generating DUIs, audit alcohol and food sales. Work with businesses to adjust business model to bring them back into compliance. Request police assistance with problem solving at liquor sites.	Retired Annuitant	90	\$45.50	\$81.90	\$7,371.00		\$27.82		\$27.82	
Police investigation for non-compliance	If Compliance Specialist unable to resolve, police investigate. If it continues, it goes to Declaration of Nuisance (charged separately, cost for Declaration of Nuisance not included here).	Police Corporal	50	\$57.24	\$119.63	\$5,981.58		\$22.57		\$22.57	
Deployment and oversight of alcohol education programs	Oversight / coordination between Police and Community Development on alcohol education programs.	Retired Annuitant	5	\$45.50	\$81.90	\$409.50		\$1.55		\$1.55	
Alcohol Impact Inspections	Staffing one (1) Police Corporal, 265 business inspections, 1.66/hr/ business/year& one (1) PO I/II, 265 business inspections, 0.75/hr/ business/year.	Police Corporal	440	\$57.24	\$119.63	\$52,625.94		\$198.59		\$198.59	
		Police Officer I/II	198.8	\$47.04	\$98.31	\$19,539.83		\$73.74		\$73.74	
Responsible beverage service training	3rd party contractor was doing this for \$5,000 per year. Currently considering doing in-house or hire new contractor. Estimated cost is \$5,000/year.						\$5,000.00	\$18.87		\$18.87	
Regulatory Study Cost	Recouped over 3 years						\$10,050.05	\$12.64		\$12.64	
2023-24 FEE (includes Regulatory Study Cost)								\$384.85	265	\$384.85	\$101,986.52
2024-25 FEE (includes Regulatory Study Cost)								\$400.31	265	\$400.31	\$106,082.55
2025-26 FEE (includes Regulatory Study Cost)								\$416.41	265	\$416.41	\$110,348.69
¹ Receive report from County on businesses generating DUIs, audit alcohol and food sales. Work with businesses to adjust business model to bring them back into compliance. Request police assistance with problem solving at liquor sites.											

¹ Receive report from County on businesses generating DUIs, audit alcohol and food sales. Work with businesses to adjust business model to bring them back into compliance. Request police assistance with problem solving at liquor sites.

CANNABIS Permit Renewal – Direct & Indirect Costs/Fees/Revenues

Oxnard Compliance and Inspection Fees (FY 2023-24 Costs)

Costing Detail

Compliance Activity		Detail Description	Direct Costs									Indirect Costs (Shared Across Businesses)						Indirect Costs/ Bus./Yr	# of BUS.	Total Fee/ Bus.	Total Revenue to City																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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TOBACCO Retailer Permits – Direct & Indirect Costs/Fees/Revenues

Oxnard Compliance and Inspection Fees (FY 2023-24 Costs)

Costing Detail		Direct Costs									Indirect Costs (Shared Across Businesses)					Indirect Costs/ Bus./ Yr.	# of Bus.	Total Fee/ Bus.	Total Revenue to City			
Compliance Activity	Detail Description	Labor						Expenses	Expense/ Business	Direct Cost/ Business	Labor				Expenses							
		Name / Position	Hrs/	Visits/	Hourly	Full	Total Labor				Name /	Hrs/	Salary	Full						Labor Cost		
TO BACCO RETAILER PERMITS																						
Licensing-- Annual Inspections and Compliance Checks																						
Annual Permit																						
Licensing		Retired Annuitant	0.5	1	\$45.50	\$81.90	\$40.95			\$40.95								\$40.95				
Compliance	Compliance reviews Tobacco Retailer's Permit application.																					
Police decoy operations and inspections	3 positions required (1) Police Corporal (2) PO V/II. Each deployment = 5 hours (1 hour briefing, 4 hours in field), 12 per year.																					
Police Corporal (2) PO V/II													Police Corporal	60	\$57.24	\$119.63	\$7,177.90			\$45.48		
													Police Officer I/II	120	\$47.04	\$98.31	\$11,797.63			\$74.67		
Police Compliance Checks	Oversight of permittees will require a combination of inspections and compliance checks. In the case of compliance checks, minor decoy operations have served as the best method to ensure that permittees are not selling tobacco to minors.	Currently Covered by California DOJ Tobacco Grant																				
Declaration of Nuisance (Sec. 7-242 to 7-256)	Declaration of Nuisance - If permittee chooses a hearing, there is a separate fee charged. However, work done by Compliance Specialist is not included in charges for Declaration of Nuisance.																					
Annual Tobacco Retailer Permit Inspections and Compliance Checks																						
	If business has sold to minor or sold flavored tobacco, investigate and send letter to licensing that we want a 14 day suspension.												Retired Annuitant	72	\$45.50	\$81.90	\$5,896.80		\$37.32	\$37.32		
Prosecuting tobacco retailers	Licensing sends letter of 14 day suspension. If no response, licensing prepares and sends letter of suspension. If within 14 days of first notice, applicant files for a hearing and pays hearing fee. Licensing sends appeal letter. Cost of sending appeal letter is not included in Appeal Hearing Fee. Approximately 12 suspensions per year are processed.												Administrative Services Administrator/ Supervisor	12	\$46.86	\$84.35	\$1,012.18		\$6.41	\$6.41		
	Inspector delivers every notice, gets a signature. 40 minutes per notice.												Code Compliance Inspector	16	\$30.54	\$54.87	\$879.55		\$5.57	\$5.57		
Regulatory Study Cost	Revised over 3 years																	\$3,799.58	\$24.05		\$24.05	
2023-24 FEE (includes Regulatory Study Cost)																				158	\$252.22	\$39,851.25
2024-25 FEE (includes Regulatory Study Cost)																				158	\$261.70	\$41,348.35
2025-26 FEE (includes Regulatory Study Cost)																				158	\$271.57	\$42,907.62
* Per City Resolution																						

* Per City Resolution

Compliance Fee Study

- Kathleen Mallory, Planning & Sustainability Manager Community Development Department
- Hitta Mosesman, Vice President Community Development and Housing, Harris & Associates
- Kelly Morgan, Project Manager, Harris & Associates

Community Services, Public Safety, Housing & Development Committee
05/23/2023

- Harris Retained to Prepare Compliance Fee Study
- Compliance & Enforcement Activities (Permit Renewals)
- Alcohol fee is existing and proposed to be updated
- Firearms, Tobacco, and Cannabis are new fees

Alcohol

Tobacco

Cannabis

Firearms (Sales
and Ranges)

METHODOLOGY - COST RECOVERY

Consistent with City Financial Management Policies

- Recover direct and indirect costs (staff time) and third-party expenses incurred by City

Costs and Expenses Include

- Hours (by position) required for all compliance-related tasks, including:
 - ✓ Permit application review
 - ✓ Inspections
 - ✓ Investigations
 - ✓ Enforcement
 - ✓ 4.2% annual CPI inflator (2020-21 through 2022-23 average)
- Third-party contracts (where required)

CITY DATA

Salary information
(including benefits
& all staff costs)

Compliance &
Inspection Fees
Worksheet
(July 2021)

Interactive
Financial
Reporting Tool
(City website)

Notice to
Current/Future
Alcohol Retailers

City Code,
Ordinances &
Resolutions

Planning Division
Fee Schedule

City Budget
(updated)

2018 Cost of
Services Study



CITY STAFF INTERVIEWS

Departments

Community Development

Finance

Code Compliance

Human Resources

City Attorney

Police



Track

Activities/Tasks

Staff persons

of Hours

Expenses

Third Party Contracts

OF BUSINESSES

Alcohol Businesses = 265

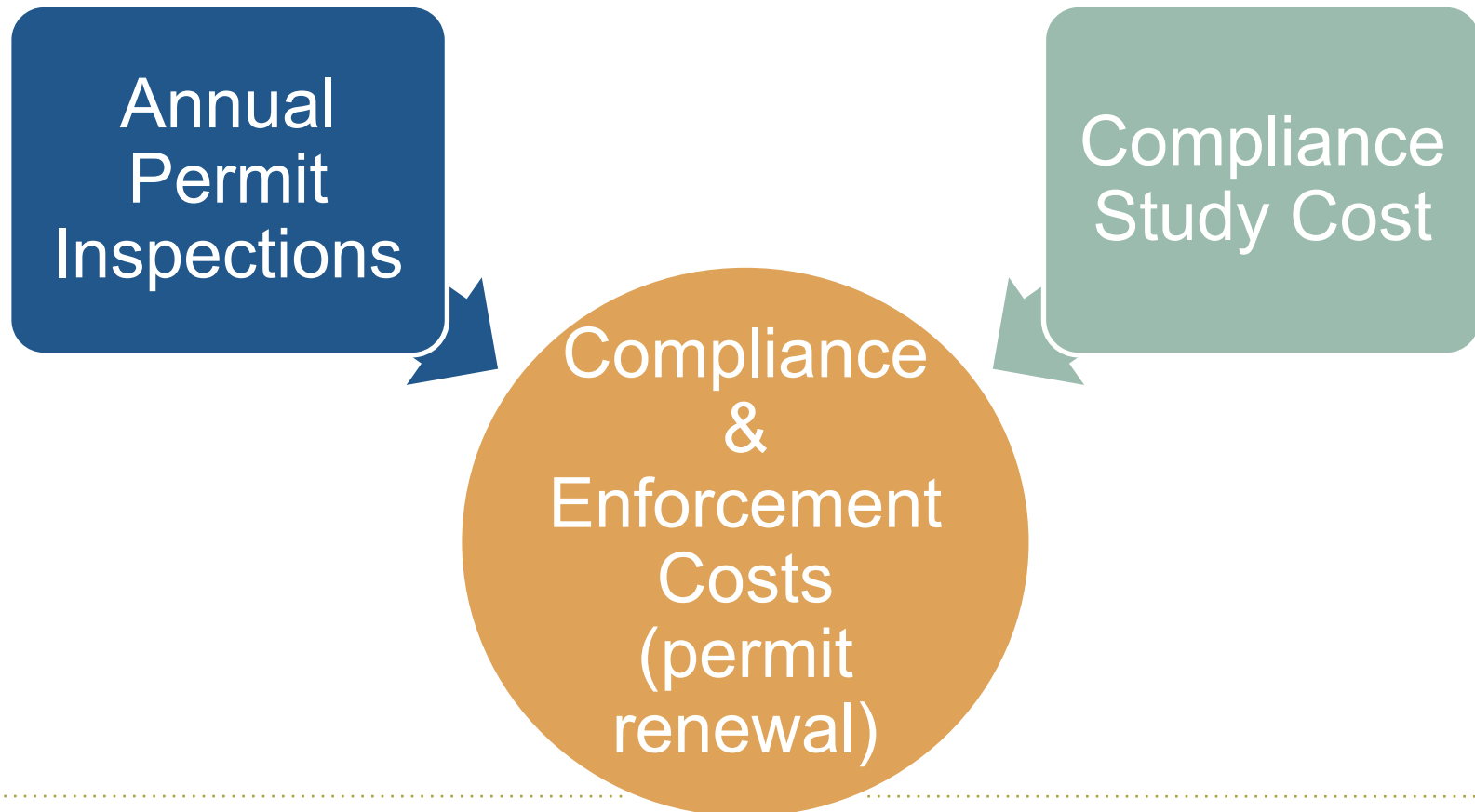
Cannabis Businesses = 28

- Retail = 16
- Manufacturing = 8
- Testing = 1
- Distribution = 3

Firearms Retailers = 4

Tobacco Retailers = 158

FIREARMS COMPLIANCE



FIREARMS COMPLIANCE FEES

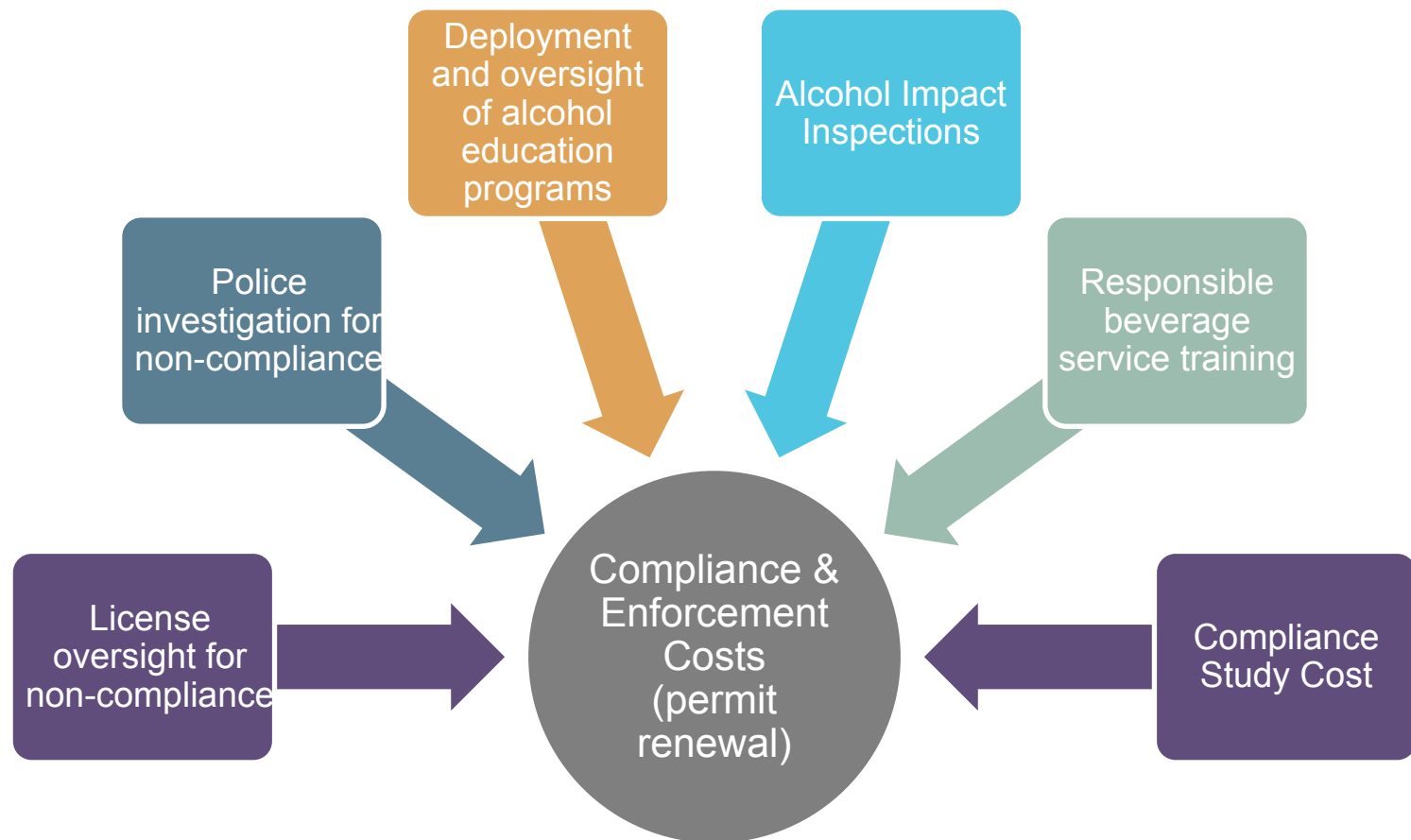
		FY 2023-24		FY 2024-25		FY 2025-26	
Existing Fee *	# of Businesses **	Recommended Fee ***	Total Projected Cost/ Revenue to City	Recommended Fee ***	Total Projected Cost/ Revenue to City	Recommended Fee ***	Total Projected Cost/ Revenue to City
N/A	4	\$452	\$1,808	\$470	\$1,880	\$489	\$1,956

* - No current fee established.

** - as of Jan. 2022 per City records.

*** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26.

ALCOHOL COMPLIANCE



ALCOHOL COMPLIANCE FEES

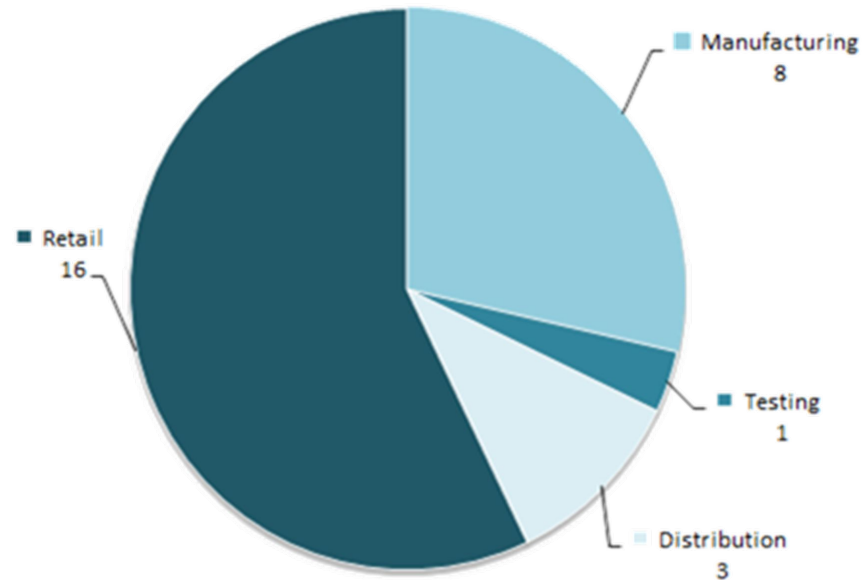
		FY 2023-24		FY 2024-25		FY 2025-26	
<i>Existing Fee</i>	# of Businesses *	Recommended Fee **	Total Projected Cost/ Revenue to City	Recommended Fee **	Total Projected Cost/ Revenue to City	Recommended Fee **	Total Projected Cost/ Revenue to City
\$265	265	\$385	\$101,987	\$400	\$106,083	\$416	\$110,349

* - as of Jan. 2022 per City records.

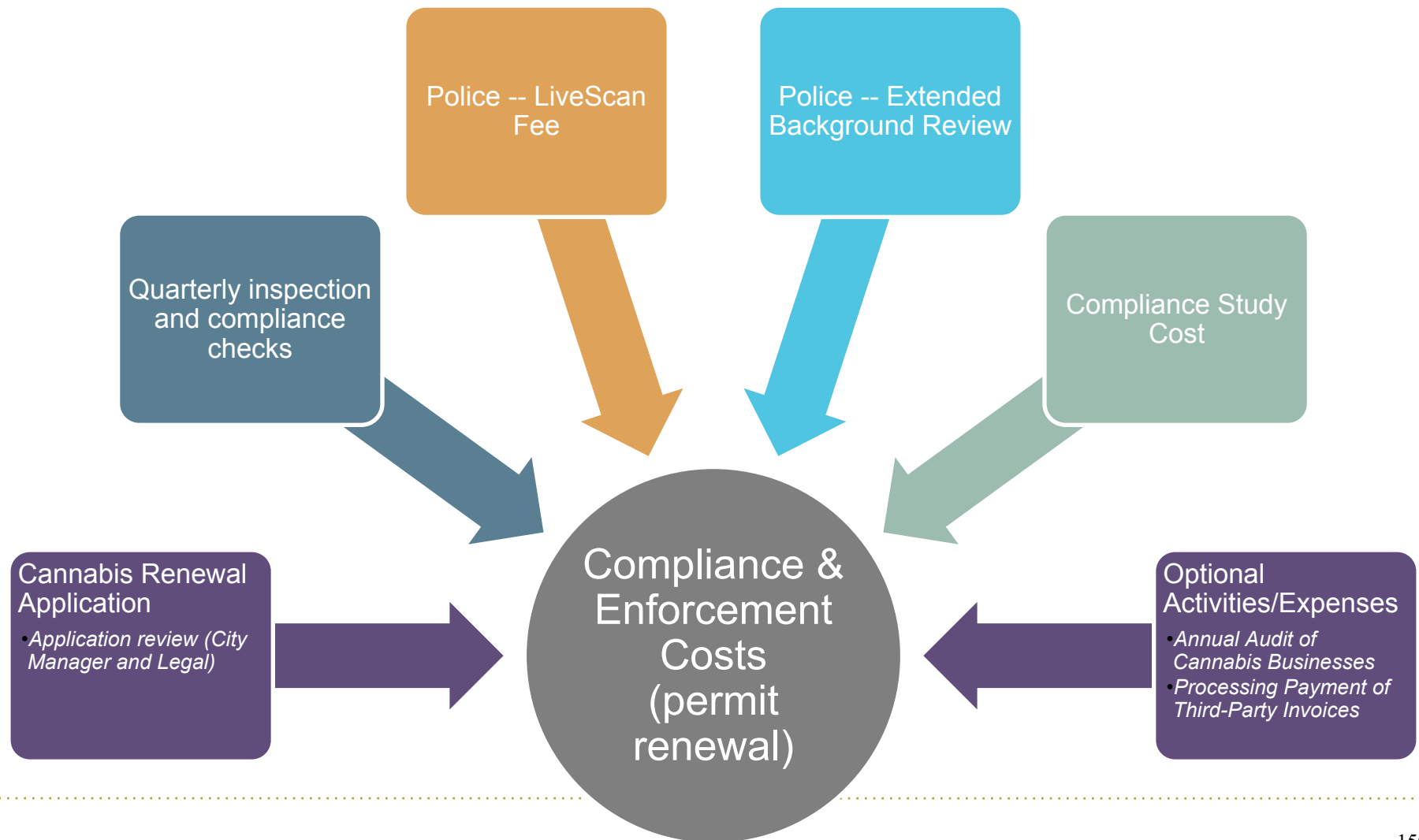
** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26

CANNABIS COMPLIANCE

The Oxnard City Code (OCC) allows four categories of cannabis businesses – retail, manufacturing, testing, and distribution, with limits on the total number of permits by business category. The current OCC does not permit cultivation



CANNABIS COMPLIANCE



CANNABIS COMPLIANCE FEES

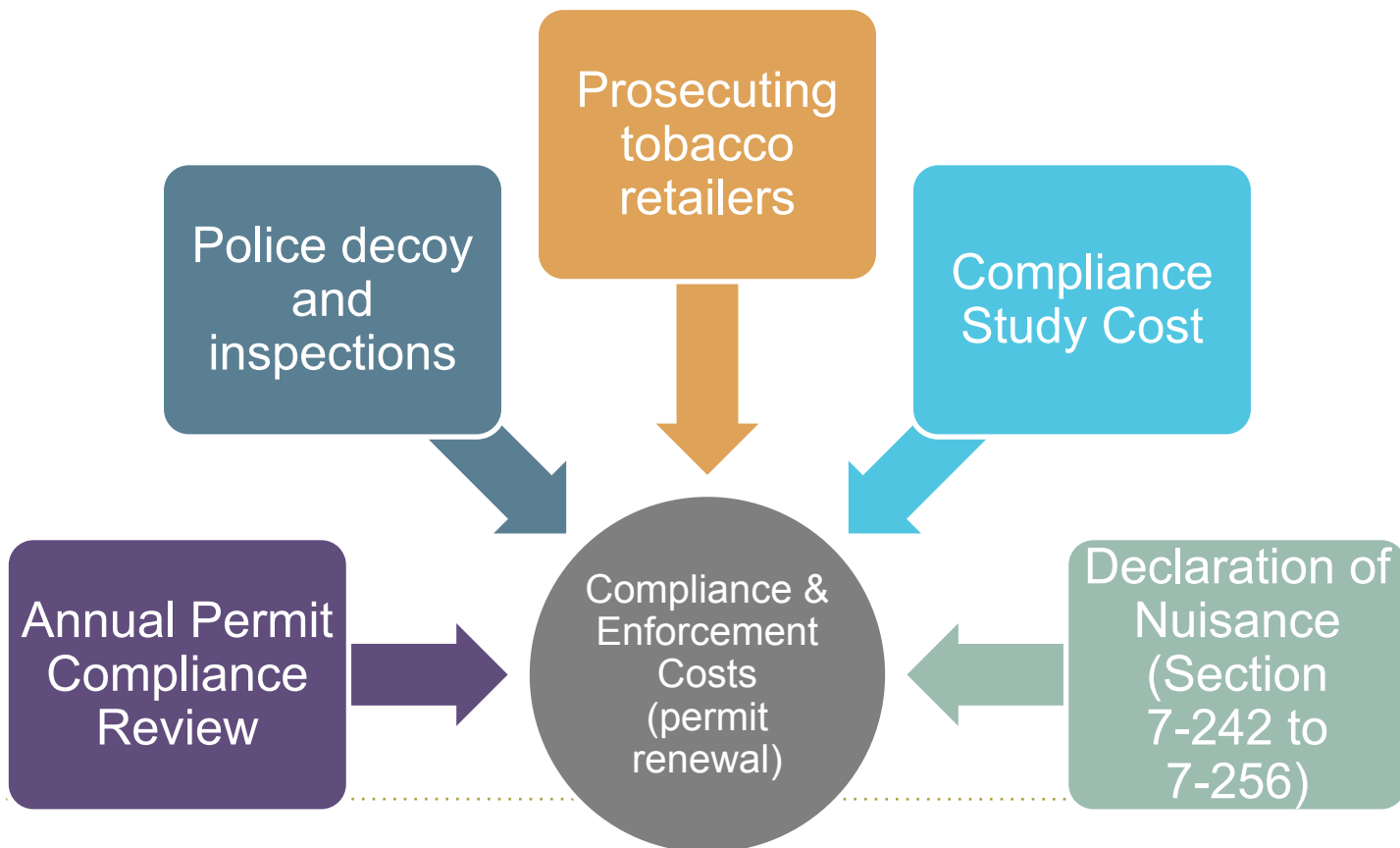
	FY 2023-24				FY 2024-25		FY 2025-26	
	<i>Existing Fee *</i>	<i># of Businesses **</i>	<i>Recommended Fee ***</i>	<i>Total Projected Cost/ Revenue to City</i>	<i>Recommended Fee **</i>	<i>Total Projected Cost/ Revenue to City</i>	<i>Recommended Fee **</i>	<i>Total Projected Cost/ Revenue to City</i>
Retail	N/A	16	\$5,081	\$81,298	\$5,283	\$84,534	\$5,494	\$87,904
Manufacturing	N/A	8	\$5,081	\$40,649	\$5,283	\$42,267	\$5,494	\$43,952
Testing	N/A	1	\$5,081	\$5,081	\$5,283	\$5,283	\$5,494	\$5,494
Distribution	N/A	3	\$5,081	\$15,243	\$5,283	\$15,850	\$5,494	\$16,482
Total Costs/ Revenues				\$142,271		\$147,934		\$153,832

* - No current fee established.

** - current maximum allowed by City's municipal code.

*** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26.

TOBACCO COMPLIANCE FEES



TOBACCO COMPLIANCE FEES

		FY 2023-24		FY 2024-25		FY 2025-26	
Existing Fee*	# of Businesses **	Recommended Fee ***	Total Projected Cost/ Revenue to City	Recommended Fee ***	Total Projected Cost/ Revenue to City	Recommended Fee ***	Total Projected Cost/ Revenue to City
N/A	158	\$252	\$39,851	\$262	\$41,348	\$272	\$42,908

* - No current fee established.

** - as of Jan. 2022 per City records.

*** - includes cost of Regulatory Study spread over 2023-24, 2024-25 and 2025-26.

SUMMARY OF FEES TO BE PAID

Fee Type	Existing Annual Fee ¹	FYs 2023-24, 2024-25, & 2025-26 ²							Annual Fees/ Business - Other CA Cities ⁴	
		Recommended Annual Fee Per Business ³			# of Businesses	Total Projected Annual Fees to City ³			Low	High
		2023-24	2024-25	2025-26		2023-24	2024-25	2025-26		
Alcohol Compliance Fee	\$265	\$385	\$400	\$416	265	\$101,987	\$106,083	\$110,349	\$100	\$5,000
Cannabis Permit Renewal										
Retail ⁵	N/A	\$5,081	\$5,283	\$5,494	16	\$81,298	\$84,534	\$87,904	\$298	\$12,530
Manufacturing ⁵	N/A	\$5,081	\$5,283	\$5,494	8	\$40,649	\$42,267	\$43,952		
Testing ⁵	N/A	\$5,081	\$5,283	\$5,494	1	\$5,081	\$5,283	\$5,494		
Distributors ⁵	N/A	\$5,081	\$5,283	\$5,494	3	\$15,243	\$15,850	\$16,482		
Firearms Permit Renewal	N/A	\$452	\$470	\$489	4	\$1,808	\$1,880	\$1,956	\$111	\$284
Tobacco Retailer Permit Renewal	N/A	\$252	\$262	\$272	158	\$39,851	\$41,348	\$42,908	\$30	\$600
TOTAL		\$21,413	\$22,266	\$23,153		\$285,917	\$297,246	\$309,045		

1. No fees currently exist for Cannabis, Firearms, and Tobacco Permit Renewals.

2. Fees inflated by 4.2 %/yr (excluding Regulatory Study cost) per average CPI from CA Department of Finance Los Angeles Metropolitan Area, FYs 2020-21 through 2022-23.

3. Regulatory Study cost is applied to business types in proportion to costs to the City and spread across 3 years - 2023-24, 2024-25 and 2025-26

4. Includes Carpinteria, Fremont, Glendale, Goleta, Long Beach, Pasadena, Pleasanton, Port Hueneme, Santa Ana, Santa Barbara, Santa Cruz, Santa Monica, Santa Rosa, Torrance, and Ventura. Low and High numbers are lowest and highest for those cities that have an applicable fee.

5. Number of permits is capped at the # of businesses shown.

COMPARABLE FEES

City ¹	Alcohol ²		Cannabis	Firearms	Tobacco		
	Low	High					
Oxnard (Proposed 2023-24 Fees)	\$385		\$5,081	\$452	\$252		
Carpinteria							
Fremont							
Glendale							
Goleta	\$247		\$12,527	\$284	\$284		
Long Beach			\$2,946	\$138	\$600		
Pasadena							
Pleasanton				\$450			
Port Hueneme			Consultant Cost + 15% admin fee	\$366			
Santa Ana			\$12,530				
Santa Barbara				\$30			
Santa Cruz			\$223	\$2,208			
Santa Monica							
Santa Rosa						\$100	\$5,000
Torrance							
Ventura ³	\$250	\$1,700	\$298		\$298		

1 - Fees for all cities except Oxnard are as of 7/1/2022.

2 - Alcohol fees are affected by different factors like potential risk, hour of operation, entertainment, and annual wholesale purchases. Goleta includes affidavit and permit fee.

3 - Annual fee for cannabis delivery services.

ENGAGEMENT

- Met with affected businesses in late 2021
- No significant input/concerns
- Fees increased since late 2021 due to Consumer Price Index (CPI) and City contract/staff hourly rate increases
- Firearm renewal fee slightly higher compared to other jurisdictions
- All other fees within range of studied and comparable jurisdictions
- West Ventura County Business Alliance commented on cannabis fees only, and impact to business viability

FINANCIAL IMPACT

- Failure to adopt would be an estimated reduction in General Fund revenues of approximately \$681,533; and importantly
- Failure to collect funds to offset the actual cost of service

Existing Cannabis Finance Structure

- **Cannabis Business Tax approved by the voters in 2018. Tax similar to the City's Transient Occupancy Tax (TOT), which is imposed on visitors to the City staying in hotels, motels or short term rentals.**

Fee	Description
Cannabis Business Tax (voter approved Nov. 2018)	Retail 6% Manufacturing 4% Distribution 3% Testing 2.5%
Community Benefits*	1% of gross revenue
One Time Payment*	\$250,000 Retail \$50,000 Testing \$25,000 Distribution \$25,000 Manufacturing

The the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve the Compliance Fee Study and the proposed fees for the stated businesses.



QUESTIONS?