

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
June 13, 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: 814 8215 0761
3. Passcode: 443128

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/](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](https://www.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.

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)

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

- 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 May 23, 2023 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Police Department

SUBJECT: Police Department 2022 Military Equipment Use Report. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, and Housing & Development Committee recommend the City Council receive and file an annual report of the Police Department's military equipment inventory and use.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/z5-ZIW2pPAc>

Contact: Jason Benites, (805) 385-7624

2. Housing Department

SUBJECT: Housing Authority Low Rent Public Housing and Housing Choice Voucher Program Section 8 Budgets for Fiscal Year 2023-2024. (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:

1. Adopt a resolution approving the recommended \$7,352,123 operating budgets for the Low Rent Public Housing Program for Fiscal Year 2023-2024, as presented for each project area, and approve and authorize the use of \$359,597 of unrestricted cash to fund the projected deficit.
2. Adopt a resolution approving the recommended \$30,848,417 operating budget for the Housing Choice Voucher Program Section 8 for Fiscal Year 2023-2024 and approve and authorize the use of \$304,238 of unrestricted cash to fund the projected deficit.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zW-dydcB-m8>

Contact: Emilio Ramirez, (805) 385-8094

3. Housing Department

SUBJECT: First Amendment to Lease with Teatro de Las Americas. (10 minutes)

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

1. Approve a First Amendment to Lease with Teatro de las Americas for the use of property owned by the City of Oxnard and located at 321 West Sixth Street; and
2. Authorize the City Manager to execute the First Amendment to Lease with Teatro de las Americas.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/2WyQugKqAuY>

Contact: Emilio Ramirez, (805) 385-8094

4. Housing Department

SUBJECT: Proposal for Foul Weather Sheltering from the Commission on Homelessness. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing, and Development Committee provide the City Council with a recommendation regarding the funding and establishment of a Foul Weather Shelter as recommended by the Commission on Homelessness.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/qstVvcrW4UI>

Contact: Emilio Ramirez, (805) 385-8094

5. Police Department

SUBJECT: Agreement for School Resource Officer (SRO) Services to the Oxnard Union High School District (OUHSD). (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing, and Development Committee recommend the City Council approve and authorize a cost-sharing agreement between the City of Oxnard (City) and the Oxnard Union High School District (OUHSD or District), from July 1, 2023, to June 30, 2026, for Police School Resource Officer (SRO) Services.

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

Contact: Jason Benites, (805) 385-7624

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



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

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

DATE: June 13, 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 May 23, 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 05 23 2023 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
May 23, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 7:10 p.m., Chair Bryan A. MacDonald 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. Chair Bryan MacDonald, Member Oscar Madrigal, and Member John C. Zaragoza were present in person.

Staff members Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Jason Zaragoza, Deputy City Attorney; Denise Morehouse, Assistant Chief of Police; Edgar Fernandez, Police Commander; Alexander Hamilton, Fire Chief; Steve McNaughten, Fire Marshal; Steven Ramirez, Corporal – FACT Officer; Maureen Tamuri, Interim Community Development Director; Kathleen Mallory, Planning & Sustainability Manager; Samantha Shapiro, Project Manager; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk were present in person.

Consultants Kelly Moran, Project Manager with Harris Associates; Hitta Moseman, Vice President with Harris Associates also participated via videoconference.

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 April 25, 2023 regular meeting as presented.

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

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.

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.

Terrel Harrison, Cultural & Community Services Director presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. City Manager Department

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

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.

Samantha Shapiro, Project Manager 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: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

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.

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.

Matthew Simpkins, Community Development Management Analyst introduced Hitta Moseman, Vice President and Kelly Moran, Project Manager with Harris Associates who presented and answered the Committee's questions. Public comments were received from Nancy Lindholm. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 7:55 p.m.

ROSE CHAPARRO

City Clerk

BRYAN A. MACDONALD

Chair



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

REPORTS AGENDA ITEM NO. D.1

DATE: June 13, 2023

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

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

SUBJECT: Police Department 2022 Military Equipment Use Report. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, and Housing & Development Committee recommend the City Council receive and file an annual report of the Police Department's military equipment inventory and use.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/z5-ZIW2pPAc>

BACKGROUND

On January 1, 2022, AB 481 was codified in Government Code sections 7070 through 7075. AB 481 mandates Law Enforcement Agencies (LEA) to obtain approval from their applicable governing body via the adoption of a "military equipment" use policy by ordinance before the LEA funds, acquires, or uses such equipment.

On June 7, 2022, the Oxnard City Council adopted the Oxnard Police Department Military Equipment Use Policy to allow the Oxnard Police Department to continue to use the equipment specified therein. The Policy exists in section 708 of the *Oxnard Police Department's Policy Manual* and went into effect on July 6, 2022. This policy is available to the public on the Oxnard Police Department's website: (<https://sites.google.com/oxnardpd.org/departments-policy-manual/departments-policy-manual>).

California Government Code 7072 requires, after receiving approval for its military equipment use policy, the LEA to submit an annual military equipment report providing certain required information for each type of military equipment approved by the governing body for as long as the equipment is available for use. The report must include, at a minimum, the following information for the immediately preceding calendar year for each type of military equipment:

- A summary of how military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning military equipment.

- The results of any internal audits, information about violations of military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- The quantity possessed for each type of military equipment.
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Since the Oxnard Police Department's military equipment policy did not go into effect until July 6, 2022, this year's report will include information gathered until December 31, 2022. Future reports will include information for entire calendar years.

California Government Code 7070(c)1 - Unmanned, remotely piloted, powered aerial or ground vehicles.

The Police Department has used unmanned aerial vehicles (UAV) since 2019. UAV systems are easily deployable and can perform many functions that a helicopter would serve, and at a fraction of the cost. The use of UAVs has proven to be an exceptionally valuable tool for the Department, and are frequently used for several missions, including:

- Crime scene documentation (photographing, video recording, and diagramming)
- Area searches, e.g. attempts to locate missing or wanted individuals
- Inspecting hazardous materials and/or explosives
- Providing real-time situational awareness during high-risk SWAT operations.



All of the Oxnard Police Department's Unmanned Aerial Systems (UAS) Unit personnel receive initial and ongoing training to operate this equipment, must pass a certification course, and must earn a certificate from the Federal Aviation Administration. All UAS flights are documented with flight logs, and the Police Department's policy expressly forbids arming or weaponizing such

equipment. There are no reasonable alternatives that can perform the functions served by this equipment. Using UAVs has significantly mitigated the risk to officers during high-risk incidents.

During this reporting period, one Police Sergeant attended the required training course to pilot these aircraft. The cost of this training was \$1,500.00. Except for this training, no other funds were spent on training or equipment. The equipment currently being used by the UAS Unit was purchased before the passage of AB 481.

During this reporting period, the Police Department deployed UAVs fifty-one (51) times. Below is a breakdown of how this equipment was used.

July 6, 2022 - December 31, 2022

Field Operation Support (e.g., area searches)	15
Tactical Assists	12
Scene Documentation	12
Special Event Support	4
Search and Rescue	1
Training	7
Total	51

The Police Department did not receive any complaints regarding the use of this equipment.

Unmanned ground robotic vehicles are small, battery-operated, remote-controlled vehicles equipped with cameras and a two-way communication system:

The Department possesses one (1) of these vehicles, and it is utilized solely by the SWAT Team. This small robot is used to enter structures to locate violent, often armed, subjects wanted for violent crimes. Using this robot prevents officers from entering a building and potentially becoming engaged in a lethal force encounter. The robot's two-way communications system allows officers to de-escalate, communicate and hopefully negotiate compliance or surrender. This robot is only used to enter residences after obtaining a search warrant.



There are no ongoing costs associated with this equipment. The required training needed to operate this equipment is provided to SWAT officers by Department members. There were no maintenance costs associated with this item during this reporting period.

The robot was not used during this reporting period, and the Police Department did not receive any complaints regarding the use of this equipment.

California Government Code 7070(c)2- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.

The Police Department owns two (2) Lenco Bearcat armored vehicles. The first vehicle was purchased in 2000, and the Oxnard Police Department K9 Foundation donated the second in 2022. These vehicles are purpose-built for civilian police departments, and are built on a commercially available Ford heavy-duty truck chassis.

These vehicles are extremely valuable tools for officers during high-risk incidents. These vehicles allow officers to use de-escalation tactics, and be afforded the ballistic protection that these vehicles provide. The SWAT Team routinely uses both vehicles during high-risk search warrants and other high-risk incidents. The SWAT Team uses personnel from the Oxnard City Fire Department assigned to operate as Tactical Emergency Medical Services (TEMS) personnel. These TEMS personnel are unarmed; however, because of the safety provided by these vehicles, they can closely work with SWAT personnel from the relative safety of these vehicles. Having TEMS personnel located with SWAT personnel allows them to quickly treat any injuries to officers, suspects, or community members.

The only ongoing costs associated with these vehicles are preventative maintenance (brake replacement, oil changes, etc.) and fuel costs. The chart below shows the annual operating costs for these two vehicles. This cost includes maintenance, fuel, and mechanical repairs.

3 Year Cost Review by Department



YTD Costs calculated by: CALENDAR YEAR

Exclude User Caused Costs: NO

All Life Cycle Statuses

Equipment Unit(s): 06078, 21800

Department(s): POLICE-CP

All Maintenance Classes

		2020	2021	2022	2023	Total
06078	Internal PM Cost	\$0.00	\$143.38	\$304.18	\$176.41	\$623.97
	Internal Repair Cost	\$268.00	\$479.72	\$1,651.55	\$0.00	\$2,399.27
	Cml PM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cml Repair Cost	\$4,716.82	\$0.00	\$0.00	\$0.00	\$4,716.82
	Cml Misc Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fuel Cost	\$201.56	\$509.73	\$457.62	\$416.60	\$1,585.51
21800	Internal PM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Internal Repair Cost	\$0.00	\$0.00	\$6,393.70	\$0.00	\$6,393.70
	Cml PM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cml Repair Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cml Misc Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fuel Cost	\$0.00	\$0.00	\$368.49	\$516.48	\$884.97

The Department used these armored vehicles thirteen (13) times during this reporting period. In every instance, they were used by the SWAT Team during high-risk situations, including high-risk search and arrest warrant services, and suspect barricades. During several of these incidents, the suspects were wanted for particularly violent crimes, including homicide and assault with a deadly weapon. Using these vehicles allowed officers to bring these incidents to a safe conclusion without using deadly force.

The Police Department did not receive any complaints regarding the use of this equipment.



California Government Code 7070(c)4- Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

Although the Department does not have any of these vehicles in its inventory, the Ventura County Sheriff's Department does possess one. It does make it available for use by other agencies in the County, including Oxnard.

The Ventura County Sheriff's Department owns a small Caterpillar front loader known as the *Rook*. This small tractor is armored and provides ballistic protection. It is also equipped with several implements, including a large ballistic platform, a device to introduce chemical agents into structures when dealing with barricaded suspects, and an implement that allows it to force open doors and windows. The Rook is only used during unusually high-risk incidents and often when a suspect is barricaded and believed to be armed with a firearm. The Rook allows SWAT Team officers to safely use various less lethal tools when attempting to take a wanted suspect into custody. Although it is not frequently used, the times it was used proved especially valuable, and had it not been available, officers would have had to place themselves into a great deal of danger.

The Rook is owned, maintained, and operated by the Ventura County Sheriff's Department; therefore, there is no cost to the City of Oxnard associated with this equipment.

The Oxnard Police Department SWAT Team requested and used the Rook on two (2) occasions during this reporting period. One of those occasions involved a suspect that was wanted in connection with an armed home invasion robbery and homicide who had barricaded himself inside an apartment. The second occasion involved a suspect wanted for criminal threats and for having brandished multiple people with a deadly weapon.

The Police Department did not receive any complaints regarding the use of this equipment.



**Oxnard Police
Arrest Wanted
Fugitive Parolee
After Extensive
Barricade Situation**

FRIDAY JULY 22, 2022

California Government Code 7070(c)5- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

The Police Department currently possesses six (6) vehicles that would fall under the definition of “command and control vehicles.” This inventory includes: one (1) large mobile command vehicle, one (1) mid-sized SWAT command vehicle, and four (4) Ford Explorer sport utility vehicles. Although these vehicles are technically considered “military equipment” under the statute, these vehicles are commercially available vehicles that are used to assist the Department with managing large-scale incidents.

For reporting “use,” the Police Department has only included large-scale, protracted operations such as SWAT incidents when reporting the number of uses for small command and control vehicles. The Ford Explorers are driven daily and are therefore in “use” in literal terms; however, it is the interpretation of the Police Department that “use” would be defined as explicitly being used for command and control purposes under the spirit of the law.

Command vehicles were used eleven (11) times during this reporting period. This included several incidents involving barricaded suspects and several high-risk warrant services served by the Department’s SWAT Team.

The Police Department did not receive any complaints regarding the use of any of this equipment.

The large mobile command vehicle was used fourteen (14) times during this reporting period. Uses included community events, major crime scene investigations, and DUI checkpoints.



After the initial purchase, these vehicles' only costs are fuel and maintenance. The City of Oxnard Public Works Fleet Services Division maintains these vehicles.



California Government Code 7070(c)7- Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

The SWAT Team has two (2) shotguns designed to defeat locked doors in its inventory. These shotguns use a frangible (fragmenting) slug composed of clay. This slug is designed to defeat the locking hardware of doors without penetrating past the door. This mitigates the risk to anyone who may be located inside. These devices are used by SWAT Team members to quickly defeat locks during those incidents where officers need to gain quick access to a structure. This would most often be during a hostage or active assailant incident.

The Police Department conducts the training required to use this equipment, and there is no cost associated with this training. The SWAT Team has had this equipment in its inventory for many years, requiring little maintenance. There were no costs associated with these shotguns during this reporting period.

During this reporting period, the Police Department did not use any breaching shotguns. The Department did not receive any complaints regarding the use of this equipment.

California Government Code 7070(c)10- Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

The Department deploys 5.56mm rifles. These rifles are assigned to SWAT Team personnel and other sworn personnel who have received the requisite training and completed a qualification course. Officers may deploy these rifles when the circumstances lead officers to reasonably expect that using the rifle may become necessary. Examples of situations when officers may deploy rifles include but are not limited to:

- Situations where the officer reasonably anticipates an armed encounter
- When an officer is faced with a situation that may require accurate and effective fire at long range
- Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower
- When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage
- When an officer reasonably believes that a suspect may be wearing body armor.

Officers assigned to carry rifles must successfully re-qualify bi-annually.

During this reporting period, nineteen (19) officers attended a three-day California POST (Peace Officers Standards and Training certified) approved school. This school is a requisite and must be completed by officers assigned to carry a rifle. The Ventura County Sheriff's Department hosted this course at no cost to the Oxnard Police Department. These weapons are repaired and maintained by certified armorers from the Oxnard Police Department's Range Safety Unit. The only ongoing cost of these rifles is the ammunition required for training and qualification. The approximate annual cost of the ammunition used by these rifles is \$57,000.

California POST defines the intentional pointing of a firearm at a member of the public as a reportable use of force. Anytime a rifle is intentionally pointed at a member of the public by Department officers, this incident is documented, including the circumstances necessitating the need to point the weapon. The Professional Standards Unit records and logs all reportable use of force reports.

During this reporting period, eighty-four (84) rifles were pointed on twenty-five (25) occasions. Except for training, none of these rifles were fired during this reporting period. The Department did not receive any complaints regarding the use of this equipment.

The SWAT Team has six (6) .308 caliber precision rifles, commonly referred to as "sniper rifles" in its inventory. A small select group of SWAT officers is authorized to deploy these rifles. These rifles are used during high-risk tactical incidents involving armed and violent suspects. Precision rifles allow SWAT officers to deliver accurate fire from both short and long ranges when deadly force is required to protect the lives of community members and officers, and no other means of force is feasible.

SWAT officers assigned to carry these rifles receive extensive training, including a mandatory POST-certified 40-hour school. Two (2) SWAT officers attended a POST-40-hour Precision Rifle course during this reporting period. The cost of this training was \$350.00 per officer. To maintain proficiency, officers must train with and qualify with these rifles each month.

As is the case with other firearms used by members of the Department, anytime an officer intentionally points this type of rifle at a member of the public is considered a "reportable use of

force." This is tracked by the Police Department's Professional Standards Division. Precision rifles were pointed four (4) times during this reporting period. Except for training, none of these rifles were fired during this reporting period.



California Government Code 7070(c)12- 'Flashbang' grenades and explosive breaching tools, 'tear gas,' and 'pepper balls,' excluding standard, service-issued handheld pepper spray.

Light, sound diversionary devices, commonly called "flashbangs," are used by SWAT Team members and during high-risk incidents. They are a "less-lethal" tool that emits an intense light and loud sound to disorient a suspect or divert their attention from officers. The Department's SWAT Team has successfully used this tool for several decades. Often, using these devices causes enough of a distraction to suspects that officers can employ other less-lethal tools or de-escalation techniques. These devices are frequently used to distract a suspect's attention away from a door during incidents, such as a barricaded suspect, where officers must open a door forcibly. This significantly reduces the risk to officers when dealing with potentially violent individuals.



All personnel authorized to use light-sound diversionary devices attend mandatory training, including a qualification course. POST-certified Department members provide this training. No costs were associated with light-sound diversionary devices during this reporting period.

Light-sound diversionary devices were used fourteen (14) times during this reporting period. Incidents where these devices were used included barricaded suspects and high-risk search and arrest warrant services.

The Police Department did not receive any complaints regarding the use of this equipment.

The SWAT Team also utilizes chemical agents, more commonly known as "tear gas." Chemical agents are a less lethal tool that gives officers the ability to compel a barricaded suspect from a structure or vehicle, preventing officers from having to enter and potentially becoming involved in a violent encounter. The use of chemical agents is strictly limited to use by the SWAT Team. Exposure to this chemical irritant is physically uncomfortable, but the effects are brief and quickly subside once an individual is moved from the area where it has been introduced.

All SWAT officers receive training on the use of chemical agents, and must demonstrate proficiency with this equipment before being authorized to use it. This training is provided by POST-certified Department personnel. There were no costs associated with chemical agents during this reporting period.

During this reporting period, chemical agents were utilized three (3) times. Each incident involved a felony wanted suspect who was barricaded in a residence.



The Police Department received one (1) complaint concerning an incident that occurred on September 2, 2022. On that date, Oxnard SWAT Team members assisted the Ventura County Sheriff's Department with an effort to arrest a suspect who was involved in an armed robbery at a business in Thousand Oaks. The suspect was located at an address in the City of Port Hueneme. The suspect refused to exit the residence, and barricaded himself inside an attic. After numerous unsuccessful attempts to gain the suspect's compliance for him to exit and surrender, chemical agents were introduced into the house. The suspect exited the residence after the chemical agent deployment, and was taken into custody. Although SWAT officers knew there was an elementary school nearby (about a block's distance away), they believed that given the time of day, the school was no longer occupied. Unbeknownst to officers, some staff members were still on campus. Due to the wind conditions, some school staff sensed residual chemical agents in the air. A few staff members were slightly exposed to the chemical agents, resulting in watery eyes and sneezing. These effects subsided quickly and

did not require any medical intervention. No students were on campus at the time. Since this incident, the Special Operations Commander has worked with the school districts to develop a protocol to notify schools of future SWAT operations. The SWAT Team is also aware that many schools have after-school programs, and are mindful that campuses may still be occupied even when school is no longer in session.

The Police Department utilizes the pepperball launcher as one of its less-lethal force options. Pepperballs are small spheres containing a chemical irritant (oleoresin capsicum powder). The spheres are fired from a compressed air launcher, such as a paintball gun. The spheres are designed to break upon impact, exposing the suspect to the chemical irritant. Pepperballs are one of several less-lethal tools used to overcome resistant, violent suspects without the need to resort to the use of lethal force.

Before carrying this less lethal system, officers must attend a mandatory user course and complete a qualification course. This training is provided by POST-certified Department personnel. There were no costs associated with this equipment during this reporting period.

During this reporting period, the Police Department did not use any pepperballs. The Department did not receive any complaints regarding the use of this equipment.

Government Code 7070(c)14- The following projectile launch platforms and their associated munitions: 40mm projectile launchers, 'bean bag,' rubber bullet, and specialty impact munition (SIM) weapons.

The Oxnard Police Department utilizes several less-lethal weapons, including 40mm projectile launchers and less-lethal shotguns that fire "bean bag" impact munitions. These less-lethal tools allow officers to engage violent, potentially armed suspects from a safe distance, allowing officers to attempt de-escalation techniques. These types of less-lethal projectiles often prevent officers from using lethal force.



During this reporting period, officers utilized the less-lethal shotgun on five (5) occasions and the 40mm projectile on three (3) occasions.

Any time a less lethal projectile is deployed, regardless of whether or not it strikes the suspect, the circumstances of the incident are investigated by the Oxnard Police Department Professional Standards Unit to determine whether or not the use of the weapon was within department policy.

The Department did not receive any complaints regarding the use of this equipment.

Future Military Equipment Acquisitions

As part of the annual military equipment use report, Government Code 7070 requires the Police Department to disclose any equipment deemed military equipment under this statute that the Department intends to acquire, including the number and type sought, during the next reporting period.

The Department intends to acquire the following equipment during the 2023 calendar year:

- **Mobile Command Vehicle:** On February 7, 2023, the City Council approved the purchase of a new mobile command vehicle. \$750,000 of American Rescue Plan Act (ARPA) funds were authorized for this purchase. This vehicle will replace two (2) existing mobile command vehicles. Due to evolving technologies, the equipment in these vehicles has become obsolete, and is no longer able to function to current expectations. Once the Department takes delivery of the new command vehicle, the two existing vehicles will be removed from inventory by either sale or auction.

City Council approved the following items on April 4, 2023:

- **DUI Enforcement Command Trailer:** The Department will outfit a thirty-foot trailer to serve as a command center during DUI enforcement operations. The Department's Traffic Unit will utilize the trailer. It will assist the Department with its ongoing goal of reducing DUI and drug-related traffic collisions in the City through enforcement and education. The trailer will be outfitted with communications equipment, computers, workstations, lighting, etc. The cost to outfit the trailer will be \$124,286.39 and will be funded using California Highway Patrol Cannabis Tax Fund Grant monies.
- **Unmanned Aerial Vehicle Response Van:** The Department's Unmanned Aerial Systems (UAS) systems unit recently acquired a Mercedes Benz Sprinter Van. This van will be outfitted with communications equipment, computers, and monitors, and will serve as a mobile command center for the UAS unit. The van will allow UAS members to respond quickly to incidents and provide a safe and secure work location for unit members to conduct operations. The van will also provide a secure location to store sensitive equipment. The approximate cost to outfit the van is \$35,000 to \$40,000 and will be paid using monies from

the California Supplemental Law Enforcement Services Fund (SLESF). Additionally, the UAS Unit intends to purchase batteries and UAVs to replace damaged and worn equipment during the 2023 calendar year. The estimated cost of this equipment is \$25,000. The Police Department will seek the Council's approval for these purchases in 2023.

- **Traffic Collision Response Van:** The Traffic Unit will be outfitting a Mercedes Benz Sprinter Van and will be used to respond to major traffic collisions and other significant investigations. This van will be equipped with workstations, computers, radios, and lighting and will store sensitive equipment for documenting crime scenes. The cost to outfit the van will be \$26,693.99 and will be paid using funds from the Ventura County Service Authority for Freeway Emergencies (V.C. SAFE).
- **Patrol Sergeant Command Vehicles:** The Department will purchase three (3) patrol vehicles to serve as patrol sergeant command vehicles. These vehicles will have additional radios, computers, and dry-erase boards. These vehicles will be replacing three (3) existing patrol cars in the Police Department's fleet that have reached the end of their service lives. These vehicles will be purchased through the Enterprise Lease Management Agreement (A-8136) Plan.
- **Precision Rifles:** The Police Department's SWAT Team will purchase three (3) .308 caliber precision rifles, commonly called sniper rifles. These rifles will replace three (3) rifles currently in the SWAT Team's inventory that have reached the end of their service lives. The rifles cost approximately \$20,000 and will be funded using Asset Forfeiture money.
- **Chemical Agents:** The SWAT Team will purchase CS chemical agents, known as tear gas, to replenish its inventory. The cost of these chemical agents is \$2,173.03 and will be paid for by the Oxnard Police Department's Ordinance Budget.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact to the General Fund.

Prepared by: Timothy Kelley, Police Commander

ATTACHMENTS

1. 2022 Military Equipment Use Report .pptx (2)

POLICE DEPARTMENT - 2022 MILITARY EQUIPMENT USE REPORT

Oxnard Police Department

Tim Kelley, Special Operations Commander

That the Community Services, Public Safety, Housing and Development Subcommittee recommend the City Council receive and file this annual report of the Police Department's military equipment inventory and use.

- Beginning January 1, 2022, AB 481 codified Government Code sections 7070 through 7075
- On June 7, 2022, the Oxnard City Council adopted the Oxnard Police Department Military Equipment Use Policy
- California Government Code 7072 requires each law enforcement agency submit an annual military equipment report
- This report will include information gathered from July 6, 2022 until December 31, 2022

- Government Code 7072 requires the following information be contained in this report:
 - Summary of use
 - Summary of any complaints received
 - Results of internal audits
 - Total annual cost of each type of military equipment
 - Quantity possessed
 - Military equipment the Department intends to acquire

CALIFORNIA GOVERNMENT CODE 7070(C) I

Unmanned, remotely piloted, powered aerial or ground vehicles

- The UAS Unit has utilized unmanned aerial vehicles (UAV) since 2019
- These vehicles provide a wide range of critical missions
- All operators are certificated by the FAA
- UAV missions are documented in a “flight log”
- During this reporting period, one (1) sergeant attended pilot training course (\$1,500.00)
- No complaints were received regarding the use of UAVS
- UAVs were used fifty-one (51) times during this reporting period

CALIFORNIA GOVERNMENT CODE 7070(C) I

Field Operation Support (e.g., area searches)	15
Tactical Assists	12
Crime Scene Documentation	12
Special Event Support	4
Search and Rescue	1
Training	7
Total	51

July 6, 2022 - December 31, 2022



Unmanned, ground, robotic vehicles

- Small, battery operated, remote controlled vehicles
- SWAT Team possesses one (1) of these vehicles
- Has the ability to locate and communicate with suspects
- A search warrant must be obtained prior to using this vehicle to enter a residence
- Training to operate is provided by SWAT officers
- No ongoing costs associated with this item
- This equipment was not used during this reporting period

CALIFORNIA GOVERNMENT CODE 7070(C) I



Mine-resistant ambush-protected vehicles or armored personnel carriers

- The Department owns two (2) Lenco Bearcat armored vehicles
- Provides ballistic protection during high-risk incidents
- Gives officers the ability to safely utilize de-escalation techniques
- Utilized by the Fire Department Tactical Emergency Medical Services (TEMS) operators
- Only ongoing costs are preventative maintenance and fuel
- Used on thirteen (13) occasions during high-risk situations
- No complaints were received during this reporting period

3 Year Cost Review by Department



YTD Costs calculated by: CALENDAR YEAR

Exclude User Caused Costs: NO

All Life Cycle Statuses

Equipment Unit(s): 06078, 21800

Department(s): POLICE-CP

All Maintenance Classes

		2020	2021	2022	2023	Total
06078	Internal PM Cost	\$0.00	\$143.38	\$304.18	\$176.41	\$623.97
	Internal Repair Cost	\$268.00	\$479.72	\$1,651.55	\$0.00	\$2,399.27
	Cml PM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cml Repair Cost	\$4,716.82	\$0.00	\$0.00	\$0.00	\$4,716.82
	Cml Misc Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fuel Cost	\$201.56	\$509.73	\$457.62	\$416.60	\$1,585.51
21800	Internal PM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Internal Repair Cost	\$0.00	\$0.00	\$6,393.70	\$0.00	\$6,393.70
	Cml PM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cml Repair Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cml Misc Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fuel Cost	\$0.00	\$0.00	\$368.49	\$516.48	\$884.97



Tracked armored vehicles that provide ballistic protection and
utilize a tracked system

- The Department does not own this type of vehicle
- The Ventura County Sheriff's Department owns a Rook
- Small ballistic Caterpillar
- Mitigates risks to SWAT officers while performing dangerous tasks during high-risk incidents
- The Sheriff's Department makes this equipment available to the Department
- Used on two (2) occasions this reporting period
- There are no costs to the City associated with its use
- No complaints were received

Tracked armored vehicles that provide ballistic protection and
utilize a tracked system

- The Department does not own this type of vehicle
- The Ventura County Sheriff's Department owns a Rook
- Small ballistic Caterpillar
- Mitigates risks to SWAT officers while performing dangerous tasks during high-risk incidents
- The Sheriff's Department makes this equipment available to the Department
- Used on two (2) occasions this reporting period
- There are no costs to the City associated with its use
- No complaints were received



**Oxnard Police
Arrest Wanted
Fugitive Parolee
After Extensive
Barricade Situation**

FRIDAY JULY 22, 2022

Command and control vehicles

- The Department currently owns six (6)
 - One (1) large command vehicle
 - One (1) mid-sized SWAT command vehicle
 - Four (4) Ford Explorer sport utility vehicles
- The Ford Explorers were used eleven (11) times (this does not include daily usage)
- The large command vehicle was used fourteen (14) times
- The SWAT command vehicle was not used (this vehicle is currently in the process of being replaced)
- After the initial purchase cost, the only ongoing costs are fuel and maintenance
- No complaints regarding the use of these vehicles were received



Battering rams, slugs, and breaching apparatuses that are explosive in nature

- The SWAT Team owns two (2) shotguns designed for breaching
- The shotguns were purchased approximately twenty years ago
- All required training is provided by department personnel
- There are no ongoing costs associated with this equipment
- These items were not used during this reporting period outside of training

Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code
.556 caliber rifles

- Officers who have received POST training may carry .556 caliber rifles
- Officers must qualify and re-qualify on an annual basis
- Rifles are only used when circumstances indicate the use of lethal force may become necessary
- Nineteen (19) officers attended a 3-day course this reporting period at no cost
- The Department spent approximately \$57,000 on ammunition

- Ongoing training and maintenance is provided by Department Range Safety Unit personnel
- Outside of training, these weapons were not fired during this reporting period
- California POST defines the intentional pointing of a firearm at a member of the public as a “reportable use of force”
- All reportable uses of force are investigated and tracked by the Professional Standards Unit
- During this reporting period rifles were “pointed” on eight-four (84) times during twenty-five (25) occasions
- The Department did not receive any complaints regarding the use of rifles

Precision .308 caliber rifles

- In addition to .556 caliber rifles, the Department also possesses six (6) .308 caliber precision rifles
- These rifles are only utilized by a few select officers assigned to the SWAT Team
- Officers assigned these rifles receive extensive training and qualify on a monthly basis
- During this reporting period, these rifles were “pointed” four (4) times during high-risk SWAT operations
- These rifles were not fired other than during training
- The Department did not receive any complaints



“Flashbang” grenades and explosive breaching tools,
“tear gas”, and pepper balls

Flashbangs

- The SWAT Team does utilize light, sound, diversionary devices
- Provides officers with a method to distract violent suspects
- Significantly reduces risks to officers when dealing with violent suspects
- Officers authorized to use these devices must attend a POST-certified course provided by Department personnel
- These devices were used fourteen (14) times this reporting period
- The Department did not receive any complaints

“Flashbang” grenades and explosive breaching tools,
“tear gas”, and pepper balls

Teargas

- The SWAT Team also utilizes chemical agents, more commonly known as teargas.
- Less lethal tool used to safely force barricaded suspects from vehicles or structures
- Used during high-risk incidents to mitigate risks to officers
- Training is provided by POST-certified SWAT personnel
- Used fourteen (14) during this reporting period
- One (1) complaint was received

“Flashbang” grenades and explosive breaching tools,
“tear gas”, and pepper balls

Pepperball

- Less lethal weapon that deploys small spheres filled with a chemical irritant
- Used to overcome a resistant violent suspect without the need to use lethal force
- Officers are trained by POST-certified personnel
- The pepperball was not used during this reporting period
- No complaints were received



**40mm projectile launchers, “bean bag”, rubber bullet,
and specialty impact munition weapons**

Bean bag shotgun/ 40mm extended range impact weapon

- The department does use 12 gauge less lethal shotguns and 40mm impact weapons
- This less lethal weapons give officers the ability to address a violent suspect from a safe distance
- Increased distance provides for more opportunity to use de-escalation techniques
- The less lethal shotgun was used on five (5) occasions while the 40mm was used three (3) times
- Any deployment, whether or not it makes contact with a subject, is a reportable use of force and is reviewed by the Professional Standards Unit



As part of the annual military equipment use report, Government Code 7070 requires the Police Department to disclose any equipment deemed military equipment under this statute that the Department intends to acquire, including the number and type sought, during the next reporting period.

The Department intends to acquire the following equipment during the 2023 calendar year:

- Mobile command vehicle
 - Approved by City Council on February 7, 2023
 - \$750,000 of American Rescue Plan Act (ARPA) funds will be used for the purchase
 - Once delivered, this vehicle will replace the existing large command vehicle and SWAT command vehicle



- **DUI Enforcement Trailer**
 - 30 foot trailer
 - Serve as a command center during DUI operations
 - Assist with the Department's goal of reducing DUI/ drug collisions
 - The \$124,286.39 cost will be funded using California Highway Patrol Cannabis Tax Fund Grant monies
- **Unmanned Aerial Vehicle Response Van**
 - Serve as a mobile command center for the Unmanned Aerial Services (UAS) Unit
 - The approximate cost to outfit this van will be \$35-40,000
 - Paid for using California Supplemental Law Enforcement Services Fund monies



- Traffic Collision Response Van
 - Respond to major traffic collisions and large-scale criminal investigations
 - The cost to outfit the van will be \$26,693.99
 - Paid for using funds from the Ventura County Service Authority for Freeway Emergencies
- Patrol Sergeant Command Vehicles
 - Three (3) Ford Explorers or similar sport utility vehicles
 - Will replace three (3) patrol vehicles currently in the fleet that have reached the end of their service lives
 - Purchased through the Enterprise Lease Management Agreement Plan

- **Precision Rifles**
 - The SWAT Team will purchase three (3) .308 caliber rifles to replace three (3) existing rifles
 - The SWAT Team's inventory will remain at six (6) rifles
 - The cost of this purchase is approximately \$20,000
 - Purchase will be paid for using Asset Forfeiture Funds
- **Chemical Agents**
 - The SWAT Team will be purchasing CS chemical agents to resupply its inventory
 - The cost of this purchase will be \$2,173.03
 - Paid for by the Police Department's Ordinance Budget



QUESTIONS



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

REPORTS AGENDA ITEM NO. D.2

DATE: June 13, 2023

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

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

SUBJECT: Housing Authority Low Rent Public Housing and Housing Choice Voucher Program Section 8 Budgets for Fiscal Year 2023-2024. (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:

1. Adopt a resolution approving the recommended \$7,352,123 operating budgets for the Low Rent Public Housing Program for Fiscal Year 2023-2024, as presented for each project area, and approve and authorize the use of \$359,597 of unrestricted cash to fund the projected deficit.
2. Adopt a resolution approving the recommended \$30,848,417 operating budget for the Housing Choice Voucher Program Section 8 for Fiscal Year 2023-2024 and approve and authorize the use of \$304,238 of unrestricted cash to fund the projected deficit.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zW-dydcB-m8>

BACKGROUND

Annual Operating Budgets for the Low Rent Public Housing Program (LRPH) and the Housing Choice Voucher Program Section 8 (HCV) are to be submitted by the Housing Authority of the City of Oxnard (OHA) to the United States Department of Housing and Urban Development (HUD) prior to the start of each fiscal year.

The LRPH budget pertains exclusively to the 520 public housing units that are owned and operated by the OHA. The program is subject to asset management regulations which require each public housing project to be funded and budgeted independently, as is the Central Office Cost Center (COCC). The LRPH program is funded primarily with two sources of income including tenant rental income and operating subsidy from HUD. The amount of operating subsidy received is based upon a HUD determined formula, which considers the estimated costs to run each Public Housing development and reduces that by the amount of tenant rental income received by each development. The COCC collects all the indirect administrative costs that do not show a direct benefit to a project. These costs are offset by HUD's determined fee revenues generated from public housing including management fees, bookkeeping fees, and asset management fees.

The HCV budget pertains exclusively to the 1,904 Housing Choice Vouchers and forty-six Emergency Housing

Vouchers administered by the OHA. The budget is comprised of two parts including the housing assistance payments paid to property owners to subsidize rent and the administrative fees used to operate the administration of the HCV program. Funding is provided by Congress annually through an appropriation process. Most agencies receive renewal funding each year, based on the number and cost of the authorized vouchers in use during the prior year, adjusted for inflation. Funding for new vouchers awarded to the agency and administrative costs are provided separately.

DISCUSSION

The recommended operating budget for all public housing projects under the LRPH program is \$7,352,123. Of this amount, \$1,393,710 consists of indirect administrative costs which HUD categorizes as the COCC. The operating budget, if adopted as recommended, would result in a deficit of \$359,597 for the COCC.

The recommended operating budget for the HCV program is \$30,848,417. The housing assistance payment portion of the program is anticipated to be approximately \$27,962,770. These funds are rental subsidies passed directly through the OHA from HUD to landlords. The administrative operations fees are estimated to be \$2,885,647, which will result in a deficit of \$304,238.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

As of April 30, 2023, the OHA's COCC Unrestricted Cash and Investments are approximately \$1,100,000 or 79% of annual indirect administrative operating costs. It is anticipated that the OHA will require the use of approximately \$359,597 in COCC cash reserves in Fiscal Year 2023-24. This will leave a balance of \$740,403 in the COCC Unrestricted Cash and Investments funds. This amount represents 53% of the LRPH Program's annual operating indirect administrative costs. There is no fiscal impact to the City.

As of April 30, 2023, the HCV Program's Unrestricted Cash and Investments are \$1,800,000 or 62% of annual operating costs. It is anticipated that the OHA will require the use of approximately \$304,238 of these funds in Fiscal Year 2023-24. This will leave a balance of \$1,495,762 which represents 52% of the annual operating costs. There is no fiscal impact to the City.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. LRPH Budget
2. LRPH Resolution
3. HCV Budget
4. HCV Resolution
5. HUD Form 52574
6. PowerPoint Presentation

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
Proposed FY 2024 Budget

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Revenue & Expenses									
INCOME									
TENANT INCOME									
Rental Income									
Tenant Rent	0.00	1,294,896.00	877,452.00	1,033,416.00	225,396.00	1,139,412.00	427,548.00	0.00	4,998,120.00
Total Rental Income	0.00	1,294,896.00	877,452.00	1,033,416.00	225,396.00	1,139,412.00	427,548.00	0.00	4,998,120.00
Other Tenant Income									
Laundry and Vending	0.00	0.00	0.00	0.00	2,048.00	0.00	6,090.00	0.00	8,138.00
Maintenance Charge	0.00	2,171.00	269.00	1,896.00	952.00	3,446.00	2,436.00	0.00	11,170.00
Cable Charges	0.00	16,200.00	11,340.00	16,524.00	8,100.00	14,904.00	16,200.00	0.00	83,268.00
Total Other Tenant Income	0.00	18,371.00	11,609.00	18,420.00	11,100.00	18,350.00	24,726.00	0.00	102,576.00
NET TENANT INCOME	0.00	1,313,267.00	889,061.00	1,051,836.00	236,496.00	1,157,762.00	452,274.00	0.00	5,100,696.00
GRANT INCOME									
HUD PHA Operating Grants/Subsidy	0.00	1,706.00	4,161.00	58,874.00	191,269.00	5,134.00	323,356.00	0.00	584,500.00
TOTAL GRANT INCOME	0.00	1,706.00	4,161.00	58,874.00	191,269.00	5,134.00	323,356.00	0.00	584,500.00
OTHER INCOME									
Investment Income-Unrestricted	8,085.00	46,531.00	34,791.00	40,040.00	15,486.00	33,256.00	30,342.00	44,406.00	252,937.00
Investment Income-Restricted	145.00	0.00	0.00	0.00	0.00	32,777.00	0.00	0.00	32,922.00
Management Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	789,159.00	789,159.00
Asset Mgmt Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,640.00	62,640.00
Bookkeeping Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,043.00	46,043.00
IT Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,303.00	23,303.00
FFS income - outside party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51,381.00	51,381.00
IT Fees - outside party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,800.00	4,800.00
Non-Dwelling Rental Income	0.00	0.00	0.00	30,345.00	0.00	0.00	0.00	12,344.00	42,689.00
Misc Other Income	0.00	454.00	230.00	246.00	100.00	200.00	189.00	37.00	1,456.00
TOTAL OTHER INCOME	8,230.00	46,985.00	35,021.00	70,631.00	15,586.00	66,233.00	30,531.00	1,034,113.00	1,307,330.00
TOTAL INCOME	8,230.00	1,361,958.00	928,243.00	1,181,341.00	443,351.00	1,229,129.00	806,161.00	1,034,113.00	6,992,526.00
EXPENSES									
ADMINISTRATIVE									
Administrative Salaries									
Administrative Salaries	0.00	84,111.00	82,965.00	105,903.00	53,342.00	170,341.00	103,450.00	705,830.00	1,305,942.00
Employee Benefit Contribution-Admin	0.00	60,220.00	60,662.00	78,136.00	36,253.00	127,046.00	66,467.00	398,870.00	827,654.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
Proposed FY 2024 Budget

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Total Administrative Salaries	0.00	144,331.00	143,627.00	184,039.00	89,595.00	297,387.00	169,917.00	1,104,700.00	2,133,596.00
Legal Expense									
Criminal Background Checks	0.00	210.00	90.00	152.00	82.00	164.00	215.00	0.00	913.00
Tenant Screening	0.00	3,712.00	1,861.00	1,426.00	100.00	1,541.00	180.00	0.00	8,820.00
Total Legal Expense	0.00	3,922.00	1,951.00	1,578.00	182.00	1,705.00	395.00	0.00	9,733.00
Other Admin Expenses									
Staff Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00
Auditing Fees	0.00	2,216.00	1,551.00	2,216.00	1,108.00	2,218.00	2,216.00	0.00	11,525.00
Management Fee	0.00	116,083.00	81,258.00	118,405.00	58,036.00	116,084.00	116,083.00	0.00	605,949.00
Asset Management Fees	0.00	12,000.00	8,400.00	12,240.00	6,000.00	12,000.00	12,000.00	0.00	62,640.00
Bookkeeping Fees	0.00	8,820.00	6,174.00	8,997.00	4,410.00	8,822.00	8,820.00	0.00	46,043.00
Total Other Admin Expenses	0.00	139,119.00	97,383.00	141,858.00	69,554.00	139,124.00	139,119.00	3,500.00	729,657.00
Miscellaneous Admin Expenses									
Membership and Fees	0.00	100.00	66.00	95.00	35.00	97.00	70.00	1,211.00	1,674.00
Publications	0.00	210.00	147.00	210.00	37.00	213.00	75.00	0.00	892.00
Advertising	0.00	630.00	441.00	649.00	152.00	634.00	281.00	0.00	2,787.00
Office Supplies	0.00	225.00	160.00	210.00	105.00	218.00	250.00	500.00	1,668.00
Fuel-Administrative	0.00	145.00	131.00	155.00	80.00	253.00	135.00	1,761.00	2,660.00
City Overhead	515.00	7,540.00	6,577.00	11,967.00	4,081.00	13,622.00	7,267.00	29,724.00	81,293.00
Telephone	0.00	1,550.00	1,161.00	1,611.00	4,340.00	1,431.00	4,365.00	3,615.00	18,073.00
Postage	0.00	625.00	376.00	670.00	175.00	626.00	330.00	1,964.00	4,766.00
Paper	0.00	185.00	130.00	160.00	80.00	168.00	158.00	932.00	1,813.00
Copiers	0.00	793.00	557.00	812.00	400.00	808.00	793.00	1,711.00	5,874.00
Printer Supplies/Services	0.00	500.00	351.00	480.00	320.00	470.00	554.00	625.00	3,300.00
Misc Computer Equipment	0.00	1,640.00	1,147.00	235.00	125.00	693.00	150.00	475.00	4,465.00
Internet	0.00	950.00	664.00	1,107.00	1,425.00	938.00	1,425.00	2,500.00	9,009.00
Software/Maintenance Fees	0.00	5,198.00	3,640.00	5,615.00	3,008.00	5,616.00	5,476.00	7,580.00	36,133.00
Cell Phones/Pagers	15.00	441.00	400.00	810.00	315.00	721.00	536.00	3,009.00	6,247.00
Small Office Equipment	0.00	85.00	60.00	100.00	40.00	103.00	60.00	50.00	498.00
Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,030.00	12,030.00
Cable Charges	0.00	16,200.00	11,340.00	16,524.00	8,100.00	14,904.00	16,200.00	0.00	83,268.00
Other Misc Admin Expenses	0.00	72.00	51.00	75.00	20.00	76.00	40.00	351.00	685.00
Storage	223.00	110.00	78.00	265.00	40.00	192.00	45.00	490.00	1,443.00
Total Miscellaneous Admin Expenses	753.00	37,199.00	27,477.00	41,750.00	22,878.00	41,783.00	38,210.00	68,528.00	278,578.00
TOTAL ADMINISTRATIVE EXPENSES	753.00	324,571.00	270,438.00	369,225.00	182,209.00	479,999.00	347,641.00	1,176,728.00	3,151,564.00
TENANT SERVICES									
Resident Council	0.00	1,369.00	927.00	1,341.00	664.00	1,203.00	1,300.00	0.00	6,804.00
Other Tenant Svcs.-OHA	0.00	913.00	618.00	894.00	442.00	802.00	867.00	0.00	4,536.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
Proposed FY 2024 Budget

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Tenant Services Contract Costs	0.00	706.00	494.00	3,600.00	2,400.00	3,000.00	2,400.00	0.00	12,600.00
Resident Services	0.00	1,923.00	1,346.00	1,923.00	962.00	1,925.00	1,923.00	0.00	10,002.00
TOTAL TENANT SERVICES EXPENSES	0.00	4,911.00	3,385.00	7,758.00	4,468.00	6,930.00	6,490.00	0.00	33,942.00
UTILITIES									
Water	0.00	58,462.00	50,035.00	65,090.00	16,000.00	63,093.00	21,000.00	2,303.00	275,983.00
Electricity	0.00	9,889.00	9,454.00	19,498.00	52,945.00	14,982.00	74,298.00	20,188.00	201,254.00
Electricity-Vacant Units	0.00	107.00	268.00	1,427.00	0.00	510.00	0.00	0.00	2,312.00
Gas	0.00	1,702.00	1,192.00	2,281.00	22,005.00	2,151.00	54,440.00	1,130.00	84,901.00
Gas-Vacant Units	0.00	112.00	206.00	553.00	0.00	586.00	0.00	0.00	1,457.00
Garbage/Trash Removal	0.00	37,777.00	45,694.00	48,229.00	5,582.00	53,545.00	9,073.00	2,346.00	202,246.00
Dump Expense	223.00	1,128.00	1,089.00	1,673.00	105.00	1,226.00	260.00	27.00	5,731.00
Sewer	0.00	52,656.00	39,405.00	46,581.00	13,270.00	47,744.00	24,446.00	740.00	224,842.00
TOTAL UTILITY EXPENSES	223.00	161,833.00	147,343.00	185,332.00	109,907.00	183,837.00	183,517.00	26,734.00	998,726.00
MAINTENANCE AND OPERATIONS									
General Maint Expense									
Maintenance Salaries	0.00	61,492.00	40,143.00	86,603.00	28,536.00	83,509.00	48,105.00	39,602.00	387,990.00
Maintenance Labor-Grounds	13,184.00	28,168.00	39,794.00	72,395.00	15,970.00	62,081.00	37,390.00	32,170.00	301,152.00
Maint-On Call Service	0.00	3,195.00	2,237.00	3,195.00	1,597.00	3,198.00	3,195.00	0.00	16,617.00
Maintenance - Temporary Labor	6,950.00	4,972.00	12,400.00	12,661.00	2,171.00	7,915.00	4,465.00	1,510.00	53,044.00
Maintenance OT	0.00	10,604.00	4,321.00	6,870.00	5,235.00	6,113.00	11,360.00	4,217.00	48,720.00
Grounds - OT	1,682.00	0.00	0.00	1,925.00	0.00	0.00	0.00	0.00	3,607.00
Employee Benefits Contribution-Maint.	10,188.00	70,844.00	62,259.00	109,665.00	28,693.00	103,160.00	54,206.00	48,861.00	487,876.00
Maintenance Uniforms	118.00	420.00	350.00	350.00	150.00	314.00	300.00	500.00	2,502.00
Vehicle Gas, Oil, Grease	1,294.00	3,676.00	3,151.00	4,866.00	1,476.00	6,115.00	2,970.00	2,691.00	26,239.00
Total General Maint Expense	33,416.00	183,371.00	164,655.00	298,530.00	83,828.00	272,405.00	161,991.00	129,551.00	1,327,747.00
Materials									
Supplies-Paint	0.00	2,371.00	1,103.00	3,072.00	1,110.00	3,331.00	1,830.00	100.00	12,917.00
Supplies-Grounds	730.00	223.00	140.00	1,166.00	60.00	1,516.00	790.00	100.00	4,725.00
Supplies-Appliance	0.00	17,865.00	13,000.00	16,583.00	8,560.00	14,529.00	16,424.00	100.00	87,061.00
Supplies-Plumbing	0.00	14,299.00	14,481.00	20,605.00	3,682.00	11,795.00	13,763.00	0.00	78,625.00
Supplies-Electrical	0.00	8,553.00	6,180.00	17,892.00	2,911.00	3,860.00	10,785.00	175.00	50,356.00
Supplies-Building Repairs	0.00	5,034.00	5,374.00	5,700.00	1,166.00	9,077.00	5,495.00	75.00	31,921.00
Supplies-Windows	0.00	1,278.00	254.00	3,278.00	900.00	47.00	220.00	0.00	5,977.00
Supplies-Locks	0.00	707.00	240.00	1,361.00	1,061.00	240.00	1,240.00	375.00	5,224.00
Supplies-Janitorial/Cleaning	0.00	489.00	312.00	1,536.00	170.00	535.00	2,219.00	1,500.00	6,761.00
Supplies-Safety	100.00	1,045.00	708.00	1,754.00	522.00	670.00	956.00	320.00	6,075.00
Tools and Equipment	0.00	2,444.00	1,701.00	1,207.00	300.00	972.00	1,208.00	0.00	7,832.00
Grounds Tools and Equipment	15.00	167.00	165.00	241.00	50.00	505.00	100.00	20.00	1,263.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
Proposed FY 2024 Budget

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Total Materials	845.00	54,475.00	43,658.00	74,395.00	20,492.00	47,077.00	55,030.00	2,765.00	298,737.00
Contract Costs									
Contract-Fire Alarm/Extinguisher	15.00	1,825.00	1,294.00	5,752.00	9,573.00	3,611.00	6,519.00	1,566.00	30,155.00
Contract-Building Repairs-Misc	0.00	4,931.00	2,400.00	2,567.00	1,000.00	14,757.00	5,376.00	0.00	31,031.00
Contract-Unit Turnaround	0.00	1,500.00	1,500.00	2,300.00	300.00	3,367.00	1,900.00	0.00	10,867.00
Contract-Painting	0.00	187,000.00	130,530.00	0.00	0.00	0.00	0.00	0.00	317,530.00
Contract-Electrical	0.00	1,000.00	600.00	1,200.00	1,200.00	554.00	1,200.00	0.00	5,754.00
Contract-Pest Control	0.00	2,285.00	1,250.00	5,486.00	6,670.00	3,626.00	20,000.00	0.00	39,317.00
Contract-Floor Covering	0.00	0.00	0.00	13,750.00	1,965.00	1,883.00	3,310.00	0.00	20,908.00
Contract-Grounds	0.00	0.00	8,000.00	2,500.00	300.00	9,615.00	1,065.00	0.00	21,480.00
Contract-Janitorial/Cleaning	0.00	2,371.00	2,500.00	10,025.00	9,825.00	3,170.00	10,336.00	10,386.00	48,613.00
Contract-Plumbing	0.00	3,442.00	1,760.00	11,790.00	7,745.00	14,792.00	5,560.00	0.00	45,089.00
Contract-HVAC	15.00	670.00	260.00	2,050.00	4,561.00	734.00	5,553.00	5,135.00	18,978.00
Contract-Vehicle Maintenance	235.00	1,343.00	1,200.00	1,725.00	740.00	4,091.00	1,465.00	1,225.00	12,024.00
Contract-Equipment Rental	0.00	0.00	0.00	0.00	0.00	0.00	625.00	0.00	625.00
Contract-Equipment Repair	0.00	508.00	375.00	945.00	320.00	993.00	210.00	115.00	3,466.00
Contract-Elevator Maintenance	0.00	0.00	0.00	0.00	5,535.00	0.00	6,040.00	2,520.00	14,095.00
Contract-Alarm Monitoring	76.00	286.00	200.00	1,252.00	805.00	759.00	670.00	1,590.00	5,638.00
Contract-Tree Trimming	0.00	2,128.00	1,200.00	8,500.00	0.00	1,850.00	0.00	1,000.00	14,678.00
Contract-IT Contracts	38.00	2,677.00	2,221.00	3,751.00	3,626.00	3,905.00	7,085.00	0.00	23,303.00
Contract Costs-Other	0.00	1,860.00	1,302.00	1,860.00	858.00	1,864.00	1,860.00	0.00	9,604.00
Total Contract Costs	379.00	213,826.00	156,592.00	75,453.00	55,023.00	69,571.00	78,774.00	23,537.00	673,155.00
TOTAL MAINTENANCE EXPENSE	34,640.00	451,672.00	364,905.00	448,378.00	159,343.00	389,053.00	295,795.00	155,853.00	2,299,639.00
GENERAL EXPENSES									
WC Insurance	951.00	6,279.00	5,600.00	11,145.00	3,116.00	10,195.00	5,995.00	16,843.00	60,124.00
Auto Insurance	926.00	7,853.00	5,938.00	13,354.00	4,370.00	10,837.00	10,761.00	11,878.00	65,917.00
Property Insurance	0.00	42,643.00	39,037.00	55,211.00	28,886.00	46,756.00	52,568.00	3,323.00	268,424.00
General Liability Insurance	1,448.00	5,151.00	3,608.00	5,890.00	1,801.00	4,782.00	3,604.00	761.00	27,045.00
Fidelity Insurance	0.00	215.00	150.00	215.00	107.00	216.00	215.00	62.00	1,180.00
City-Umbrella Policy	1,427.00	5,076.00	3,555.00	5,805.00	1,775.00	4,713.00	3,552.00	750.00	26,653.00
Broker Fees	201.00	2,744.00	2,388.00	3,665.00	1,732.00	3,076.00	3,302.00	778.00	17,886.00
Cyber Liability Insurance	1,767.00	754.00	535.00	957.00	573.00	1,030.00	991.00	0.00	6,607.00
Payments in Lieu of Taxes	0.00	9,854.00	6,642.00	10,960.00	12,509.00	7,155.00	26,155.00	0.00	73,275.00
Bad Debt-Tenant Rents	1,760.00	1,000.00	1,500.00	4,000.00	2,000.00	5,850.00	3,000.00	0.00	19,110.00
Security/Law Enforcement	6,720.00	20,124.00	14,088.00	20,124.00	0.00	20,172.00	0.00	0.00	81,228.00
TOTAL GENERAL EXPENSES	15,200.00	101,693.00	83,041.00	131,326.00	56,869.00	114,782.00	110,143.00	34,395.00	647,449.00
Asset Purchases	0.00	26,234.00	21,363.00	27,116.00	11,058.00	27,116.00	22,116.00	0.00	135,003.00
NON OPERATING EXPENSE	0.00	26,234.00	21,363.00	27,116.00	11,058.00	27,116.00	22,116.00	0.00	135,003.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
Proposed FY 2024 Budget

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
HOUSING ASSISTANCE PAYMENTS									
PH Tenant URP	0.00	528.00	516.00	720.00	0.00	624.00	0.00	0.00	2,388.00
PH FSS Escrow Payments	0.00	23,208.00	17,376.00	30,900.00	0.00	11,928.00	0.00	0.00	83,412.00
TOTAL HOUSING ASSISTANCE PAYMENTS	0.00	23,736.00	17,892.00	31,620.00	0.00	12,552.00	0.00	0.00	85,800.00
TOTAL EXPENSES	50,816.00	1,094,650.00	908,367.00	1,200,755.00	523,854.00	1,214,269.00	965,702.00	1,393,710.00	7,352,123.00
NET INCOME	-42,586.00	267,308.00	19,876.00	-19,414.00	-80,503.00	14,860.00	-159,541.00	-359,597.00	-359,597.00

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING
AND ADOPTING THE LOW RENT PUBLIC HOUSING PROGRAM OPERATING BUDGETS
FOR FISCAL YEAR 2024**

WHEREAS, the Housing Authority of the City of Oxnard (“OHA”) has prepared the Low Rent Public Housing Program operating budgets now totaling \$7,352,123 for the fiscal year 2024; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of OHA for the purpose of serving low-income families; and

WHEREAS, the budgets for the fiscal year 2024 indicate a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development requires OHA to certify that no OHA employee is serving in a variety of positions which will exceed a 100% allocation of their time.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD AS FOLLOWS:

Section 1. That the Low Rent Public Housing Program Operating Budgets (“Operating Budgets”) for the fiscal year 2024 totaling \$7,352,123 on file at the Housing Department and incorporated full herein by this reference is approved and adopted.

Section 2. That no OHA employee reflected in the Operating Budgets is serving in a variety of positions which will exceed 100% allocation of their time.

ADOPTED by the Board of Commissioners of the Housing Authority of the City of Oxnard at a regular meeting of said Board held on the 29th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairperson

ATTEST:

Housing Authority
Resolution No.

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Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

OXNARD HOUSING AUTHORITY
HOUSING CHOICE VOUCHER PROGRAM SECTION 8
Proposed FY 2024 Budget

	Administrative	Housing Assistance	Total
	Budget	Payment Budget	Budget
Revenue & Expenses			
INCOME			
GRANT INCOME			
HAP Income		27,953,370.00	27,953,370.00
Adm Fee Income	2,381,964.00		2,381,964.00
Port-In Adm Fee	12,131.00		12,131.00
Port-In HAP	146,604.00		146,604.00
TOTAL GRANT INCOME	2,540,699.00	27,953,370.00	30,494,069.00
OTHER INCOME			
Investment Income-Unrestricted	30,885.00		30,885.00
Fraud Recovery-Adm Fee	9,400.00		9,400.00
Fraud Recovery-HAP		9,400.00	9,400.00
Misc Other Income	425.00		425.00
TOTAL OTHER INCOME	40,710.00	9,400.00	50,110.00
TOTAL INCOME	2,581,409.00	27,962,770.00	30,544,179.00
EXPENSES			
ADMINISTRATIVE			
Administrative Salaries			
Administrative Salaries	1,401,920.00		1,401,920.00
Administrative Temp Help	55,702.00		55,702.00
Employee Benefit Contribution-Admin	905,792.00		905,792.00
Total Administrative Salaries	2,363,414.00		2,363,414.00
Legal Expense			
Criminal Background Checks	8,421.00		8,421.00
Tenant Screening	18,326.00		18,326.00
Total Legal Expense	26,747.00		26,747.00
Other Admin Expenses			
Staff Training	2,600.00		2,600.00
Travel	410.00		410.00
Auditing Fees	34,500.00		34,500.00
Port-Out Adm Fee Paid	22,576.00		22,576.00
Total Other Admin Expenses	60,086.00		60,086.00
Miscellaneous Admin Expenses			
Membership and Fees	2,800.00		2,800.00
Publications	1,850.00		1,850.00
Advertising	2,700.00		2,700.00
Office Supplies	3,000.00		3,000.00
Fuel-Administrative	3,275.00		3,275.00

OXNARD HOUSING AUTHORITY
HOUSING CHOICE VOUCHER PROGRAM SECTION 8
Proposed FY 2024 Budget

	Administrative	Housing Assistance	Total
	Budget	Payment Budget	Budget
City Overhead	54,621.00		54,621.00
Telephone	6,675.00		6,675.00
Postage	13,502.00		13,502.00
Paper	1,985.00		1,985.00
Copiers	5,295.00		5,295.00
Printer Supplies/Services	2,960.00		2,960.00
Misc Computer Equipment	3,815.00		3,815.00
Internet	1,875.00		1,875.00
Software/Maintenance Fees	55,000.00		55,000.00
Cell Phones/Pagers	3,200.00		3,200.00
Small Office Equipment	635.00		635.00
Bank Fees	6,780.00		6,780.00
Other Misc Admin Expenses	690.00		690.00
Storage	12,465.00		12,465.00
Total Miscellaneous Admin Expenses	183,123.00		183,123.00
TOTAL ADMINISTRATIVE EXPENSES	2,633,370.00		2,633,370.00
UTILITIES			
Water	620.00		620.00
Electricity	10,520.00		10,520.00
Gas	1,245.00		1,245.00
Garbage/Trash Removal	765.00		765.00
Sewer	290.00		290.00
TOTAL UTILITY EXPENSES	13,440.00		13,440.00
MAINTENANCE AND OPERATIONS			
General Maint Expense			
Maintenance Salaries	1,791.00		1,791.00
Maintenance Labor-Grounds	4,699.00		4,699.00
Maintenance OT	695.00		695.00
Employee Benefits Contribution-Maint.	5,026.00		5,026.00
Maintenance Uniforms	350.00		350.00
Vehicle Gas, Oil, Grease	210.00		210.00
Total General Maint Expense	12,771.00		12,771.00
Materials			
Supplies-Grounds	50.00		50.00
Supplies-Plumbing	50.00		50.00
Supplies-Electrical	500.00		500.00
Supplies-Building Repairs	250.00		250.00
Supplies-Janitorial/Cleaning	1,600.00		1,600.00
Supplies-Safety	600.00		600.00
Grounds Tools and Equipment	50.00		50.00
Total Materials	3,100.00		3,100.00
Contract Costs			

OXNARD HOUSING AUTHORITY
HOUSING CHOICE VOUCHER PROGRAM SECTION 8
Proposed FY 2024 Budget

	Administrative	Housing Assistance	Total
	Budget	Payment Budget	Budget
Contract-Building Repairs-Misc	175.00		175.00
Contract-Janitorial/Cleaning	8,750.00		8,750.00
Contract-HVAC	2,510.00		2,510.00
Contract-Vehicle Maintenance	1,550.00		1,550.00
Contract-Alarm Monitoring	825.00		825.00
Contract-Tree Trimming	1,500.00		1,500.00
Total Contract Costs	15,310.00		15,310.00
TOTAL MAINTENANCE EXPENSE	31,181.00		31,181.00
GENERAL EXPENSES			
WC Insurance	8,372.00		8,372.00
Auto Insurance	6,455.00		6,455.00
Property Insurance	1,596.00		1,596.00
General Liability Insurance	10,200.00		10,200.00
Fidelity Insurance	62.00		62.00
City-Umbrella Policy	10,050.00		10,050.00
Broker Fees	1,660.00		1,660.00
Cyber Liability Insurance	15,937.00		15,937.00
Security/Law Enforcement	6,720.00		6,720.00
Port-In HAP Expense	146,604.00		146,604.00
TOTAL GENERAL EXPENSES	207,656.00		207,656.00
HOUSING ASSISTANCE PAYMENTS			
Housing Assistance Payments		27,449,756.00	27,449,756.00
HCV Tenant URP		48,035.00	48,035.00
Port-Out HAP		346,607.00	346,607.00
HCV FSS Escrow Payments		118,372.00	118,372.00
TOTAL HOUSING ASSISTANCE PAYMENTS	-	27,962,770.00	27,962,770.00
TOTAL EXPENSES	2,885,647.00	27,962,770.00	30,848,417.00
NET INCOME	(304,238.00)	-	(304,238.00)

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING
AND ADOPTING THE HOUSING CHOICE VOUCHER PROGRAM SECTION 8 OPERATING
BUDGET FOR FISCAL YEAR 2024**

WHEREAS, the Housing Authority of the City of Oxnard (“OHA”) has prepared a Housing Choice Voucher Program Section 8 operating budget of \$30,848,417 for the fiscal year 2024; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of OHA for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2024 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development requires OHA to certify that no OHA employee is serving in a variety of positions which will exceed a 100% allocation of their time.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD AS FOLLOWS:

Section 1. That the Housing Choice Voucher Program Section 8 Operating Budget (“Operating Budget”) for the fiscal year 2024 totaling \$30,848,417 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.

Section 2. That no OHA employee reflected in the Operating Budget is serving in a variety of positions which will exceed 100% allocation of their time.

ADOPTED by the Board of Commissioners of the Housing Authority of the City of Oxnard at a regular meeting of said Board held on the 29th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairperson

ATTEST:

Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

Housing Authority
Resolution No.

Page 2

Stephen M. Fischer, General Counsel

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 06/30/2022)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: City of Oxnard Housing Authority

PHA Code: CA031

PHA Fiscal Year Beginning: July 1, 2023

Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget approved by Board resolution on: 06/29/2023
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: John C. Zaragoza	Signature:	Date:
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OXNARD HOUSING AUTHORITY FISCAL YEAR 2023-24 BUDGET

Emilio Ramirez, Director
Housing Department

Community Services, Public Safety, Housing & Development Committee
June 13, 2023

The Low Rent Public Housing Program budget pertains to the 520 public housing units owned and operated by the Housing Authority of the City of Oxnard

1. The United States Department of Housing and Urban Development requires program budgets to be submitted by July 1st
2. Each project area is funded and budgeted separately
3. HUD establishes the estimated cost to run each project area using a project expense formula, which is the prior year's tenant rent + utility expenses = estimated subsidy eligibility
4. Overall recommended budget is \$7,352,123
5. FY 2023-24 budgets are estimated based on 92% of the subsidy awarded to the OHA for CY 2022

1.31-1 Colonia Village

2.31-2 Felicia Court

3.31-3 Colonia Road

4.31-4 Pleasant Valley

5.31-5 Plaza Vista

6.31-7 Scattered sites (Cuesta Del Mar, Althea, Concord, Fashion Park, Fremont, Hill St)

7.31-8 Palm Vista



FY 2023-24 Public Housing Budget Revenue

4

Revenue	FY 2022-23 Budget	FY 2023-24 Budget	Increase
Tenant Rent	4,733,180	4,998,120	264,940
Operating subsidy	423,989	584,500	160,511
Management Fees	921,052	977,326	56,274
Other Income	218,682	432,580	213,898
Total Income	6,296,903	6,992,526	695,623

FY 2023-24 Public Housing Budget Expenses

5

Expense	FY 22-23 Budget	FY 23-24 Budget	Increase
Administrative	3,056,134	3,151,564	95,430
Tenant Services	24,417	33,942	9,525
Utilities	969,355	998,726	29,371
Maintenance	2,111,557	2,299,639	188,082
General Expense	638,064	647,449	9,385
Other	73,028	220,803	147,775
Total Expenses	6,872,555	7,352,123	479,568
Net Income	(575,652)	(359,597)	216,055

The Housing Choice Voucher Program Section 8 provides housing assistance payments to up to 1,904 families (1,787 ongoing, 40 Mainstream vouchers, 77 VASH vouchers) plus an additional 46 Emergency Housing vouchers

1. Budget comprises of: housing assistance payments (HAP) to landlords and administrative fees funding to the OHA
2. Funding eligibility is based on the number of vouchers leased and a HUD established fee per unit leased
3. The administrative fees budget was based on the funding proration awarded to the OHA for CY 2022 (89.4% of funding eligibility)
4. The 2023-24 HAP portion of the recommended budget is \$27,962,770
5. The recommended administrative fees budget is \$2,885,647

Housing Assistance Program (HAP) Fees Budget

Description	FY 22-23 HAP Budget	FY 23-24 HAP Budget	Increase
HAP Income	22,313,056	27,962,770	5,649,714
HAP Expenses	22,313,056	27,962,770	5,649,714
Net HAP Income	0	0	0

Administrative Fees Budget

Description	FY 2022-23 Budget	FY 2023-24 Budget	Increase
Administrative Income	2,513,908	2,581,409	67,501
Personnel Expense	2,277,968	2,363,414	85,446
Admin Expense	277,190	269,956	(7,234)
Utilities & Maintenance	49,109	44,621	(4,488)
General Expense	194,990	207,656	12,666
Total Expenses	2,799,257	2,885,647	86,390
Net Income	(285,349)	(304,238)	(18,889)

Financial Impact

1. Low Rent Public Housing Program budget requires \$359,597 in Central Office Cost Center cash reserves, which has approximate reserve balance of \$1,100,000
2. Housing Choice Voucher Section 8 Program (HCV) requires \$304,238 in HCV program reserves, which has an approximate balance of \$1,800,000

That the Community Services, Public Safety, Housing & Development Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving and adopting the recommended \$7,352,123 operating budgets for the Low Rent Public Housing Program for fiscal year 2023-2024, as presented for each project area, and approve and authorize the use of \$359,597 of unrestricted cash to fund the projected deficit.
2. Adopt a resolution approving and adopting the recommended \$30,848,417 operating budget for the Housing Choice Voucher Program Section 8 for fiscal year 2023-2024 and approve and authorize the use of \$304,238 of unrestricted cash to fund the projected deficit.



End of Presentation



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

REPORTS AGENDA ITEM NO. D.3

DATE: June 13, 2023

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

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

SUBJECT: First Amendment to Lease with Teatro de Las Americas. (10 minutes)

RECOMMENDATION

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

1. Approve a First Amendment to Lease with Teatro de las Americas for the use of property owned by the City of Oxnard and located at 321 West Sixth Street; and
2. Authorize the City Manager to execute the First Amendment to Lease with Teatro de las Americas.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/2WyQugKqAuY>

BACKGROUND

The City of Oxnard owns certain real property located at 321 West Sixth Street in downtown Oxnard. The property is improved with a building of 1,980 square feet. The City of Oxnard entered into a lease agreement with Teatro de las Americas on November 18, 2019 authorizing their occupancy and use of the building for small live theater-related programs at a monthly rental rate of fifty-cents per square foot. The term of that lease expired on November 20, 2022. However, the same lease offers a two-year extension upon mutual assent of the City of Oxnard and Teatro de las Americas.

Teatro de las Americas is a non-profit organization located in the heart of downtown Oxnard. Teatro de las Americas is a bilingual theatre company that engages in the performing arts and education reflecting and nurturing the community. With a vision to be the dominant Spanish-language theatre on the Central Coast, Teatro de las Americas values respect among peoples and envisions that every segment of our community will come together in artistic and creative efforts to promote these values.

Teatro de las Americas has performed on its obligations of the original lease including the provision of performing arts and improvements to the property.

Teatro de las Americas has requested to extend the lease agreement for the two-year period contemplated in the lease agreement. Staff supports the request and recommends approval of the attached First Amendment to Lease with Teatro de las Americas.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

FINANCIAL IMPACT

Rental revenue of \$17,820 is anticipated to be received into the General Fund Housing Department in FY2023-24.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Lease
2. Teatro de las Americas Lease Amendment
3. PowerPoint Presentation

LEASE

This Lease ("Lease") is made as of the 18th day of November, 2019, by and between the City of Oxnard ("City") and Teatro de las Americas ("Tenant"). Each of City and Tenant are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

1. Building

City is the owner of that certain building of 1,980 square feet situated at 321 West 6th Street, Oxnard, California, ("Building"). City hereby leases Building to Tenant, and Tenant leases the Building from City for the term, at the rental, and pursuant to the covenants, provisions and conditions set forth herein,

2. Term

2.1 The term of this Lease ("Term") shall commence on November 20, 2019 (the "Commencement Date") and shall expire on November 20, 2022 (the "Expiration Date"), subject to earlier termination as provided herein. Upon mutual agreement of the Parties, this Agreement may be extended for 2 additional one year terms. Following the lease commencement date of November 20, 2019 Tenant shall have access to the Building.

3. Rent

Commencing on April 1, 2020, Tenant agrees to pay City as rent for the Building, the sum of Fifty Cents (\$.50) per square foot per month in advance. As further described below, additional consideration for the City's lease of the Building to Tenant shall be Tenant's obligation to make permanent improvements and upgrades to the Building at no cost to the City.

4. Delivery and Condition of Building

4.1 City shall deliver physical possession of the Building to Tenant upon the execution of this Lease by both parties. Tenant hereby accepts the Building in its existing "AS IS" condition as of the date hereof subject to all applicable zoning, municipal, county and state ordinances and regulations governing the use of the Building, and any easements, licenses, covenants, conditions or restrictions of record executed by City, and accepts this Lease subject thereto and subject to all matters disclosed thereby.

4.2 Prior to the execution of this Agreement, Tenant and/or its agents fully inspected the Building and are fully aware of its current condition. Tenant acknowledges the Building is an older, unoccupied structure that has deferred maintenance and has not been upgraded to the current standards for new construction. Tenant also acknowledges that City has not made any representation or warranty whatsoever as to the condition of the Building including, but not limited to, its electrical, plumbing, roof, lighting, or the present or future suitability of the Building for the conduct of Tenant's business.

4.3 City shall not be liable for any latent or patent defects in or about the Building. Tenant hereby waives all other express or implied warranties or representations regarding any latent or patent defects in the Building.

4.4 Tenant shall, upon taking possession of the Building, and with City's prior written approval, prepare plans ("Plans") and obtain all necessary permits for, and commence construction upon the Building of, any and all improvements necessary to open and operate Tenant's business, and to make specific improvements to the Building (the "Improvements").

4.4.1 All appropriate and verified cost by Tenant to provide permanent improvements to the Building shall be credited toward the lease payment obligation of the Tenant to City up to a not-to-exceed amount of \$35,000. Should the City or the Tenant seek to terminate the lease prior to the full credit of these permanent improvements toward the lease payment obligation, the City will remit to the Tenant the balance owed

5. Use of Building

5.1 Limitation on Use. Tenant shall use the Building solely for its small live theater-related or similar/complimentary programs. Total occupancy of the Building shall not exceed 49 persons at any time.

5.2 Tenant's Operation of Business. Tenant shall continuously and uninterruptedly during the entire Lease Term:

5.2.1 Adequately staff its business with sufficient employees;

5.2.2 Conduct Tenant's business at all times in a first-class manner consistent with reputable business standards and practices, in good faith and in such a manner that the high reputation of the City and the Building is maintained.

5.2.3 Tenant may sublease the Building for similar live theater or live music purposes.

5.3 Anti-discrimination and Equal Opportunity.

Tenant, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Building, nor shall Tenant or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, licensees, employees or vendees in the Building or the improvements thereon. The foregoing covenants shall run with the land.

Tenant, for itself, its successors and assigns and all persons claiming under or through it,

covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the construction of any improvements on the Building.

The Tenant shall refrain from restricting the rental or lease of the Building on the basis of race, color, creed, religion, sex, sexual orientation, marital status, ancestry or national origin of any person. All leases, deeds or contracts which Tenant proposes to enter into with respect to the lease, sublease, transfer, use, occupancy, tenure or enjoyment of any land in the Building shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses which shall be binding on all contracting parties or transferees: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Building, nor shall any party to this contract, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

5.4 Prohibited Uses; Alterations. Tenant shall not do or permit anything to be done in or about the Building that in any way increases the existing rate of any fire or other insurance on the Building or any of its contents, or that causes a cancellation of any insurance policy covering the Building, the Building or any part of them or any of the contents thereof, or which constitutes an activity specifically excluded from the City's insurance policy or any insurance Tenant is required by City to obtain, which policies are described in Section 6 of this Lease. Tenant shall not commit or cause to be committed any nuisance or waste in or on the Building or permit anything to be done in or about the Building that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or hereafter in force. Tenant shall not display, store, or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the exterior walls and permanent doorways of the Building without City's prior written consent. Tenant shall not, without the prior written consent of City, sell merchandise from vending machines or allow any coin operated vending or gaming machines on the Building. Except as otherwise provided herein, Tenant shall not make or cause to be made any alterations, repairs, additions or improvements to any part of the Building, without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion.

6. Insurance

Tenant shall deliver to the City copies of policies of insurance and certificates evidencing the existence and amounts of the insurance described herein below with loss payable clauses and additional insured endorsements in favor of City and cross-liability endorsements. Each policy shall provide that such policy shall not be cancelable or subject to redu coverage or other modification during the Term except after thirty (30) days prior written notice to City. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of California and reasonably acceptable to City. All public liability and property damage policies shall contain a provision that City, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss

occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. All public liability, property damages and other casualty policies shall be written as primary policies, not contributing with, and not in excess of coverage which City may carry. Executed copies of all policies, or certificates evidencing the existence and amounts of such insurance, shall be delivered to City by Tenant no later than ten (10) days after Commencement Date, and thereafter, executed copies of renewal policies or certificates thereof shall be delivered to City thirty (30) days prior to the expiration of any such p Tenant fails to maintain any of the insurance set forth herein below, City may, but shall not be required to, obtain such insurance on behalf of Tenant and, in such event, Tenant shall reimburse City as Additional Rent and immediately on demand, for the cost incurred by City together with interest on such cost at the Default Rate from the date the cost is incurred by City to the date same is reimbursed to City by Tenant. Tenant shall, at Tenant's sole expense, obtain and keep in force during the Term, the following coverages:

6.1 **Liability Insurance.** A liability insurance policy insuring City and Tenant against any liability for bodily injury and property damage arising out of the ownership, use, occupancy or maintenance of the Building and/or the Building by Tenant, its guests and/or invitees. Such insurance shall be a combined single limit policy in an amount not less than \$1,000,000.00 per occurrence. The policy shall insure performance by Tenant of the indemnity provisions of Section 13. The limits of said insurance shall not, however, limit the liability of Tenant hereunder;

6.2 **Insurance of Improvements and Contents.** A policy or policies of insurance against damage (by fire, theft, vandalism, malicious mischief, all risks normally insured against by extended coverage, and if the Building has sprinklers, the added perils of sprinkler leakage and earthquake sprinkler leakage) to the Improvements, any other improvements made to the Building by Tenant, and Tenant's stock in trade, furniture, personal property, fixtures and equipment on the Building, with coverage in an amount equal to the actual cash value thereof. Tenant may, with City's prior written consent, elect to have a reasonable deductible in connection with such insurance;

6.3 **Worker's Compensation Insurance.** Tenant shall, during the Term, keep in full force and effect a policy or policies of worker's compensation insurance, with coverage not less than the minimum required by the State of California. City and Tenant hereby waive their rights (and, to the extent permitted by law, the subrogation rights of their respective insurers) against each other and any other tenant of space in the Building (as well as the officers, employees, agents, authorized representatives, and invitees of same) with respect to any claims (including, but not limited to claims for injury to any person(s), and/or damage to the Building or any other part of the City's Building, and/or any fixtures, equipment, personal property, furniture, improvements and/or alterations in or to the Building or the Building) which are caused by or result from risks insured against under any valid and collectible insurance contract or policy carried by City or Tenant (whichever the case may be) and in force at the time of any such injury and/or damage. However, the above waiver shall apply only to the extent that such claim is covered by such insurance contracts or policies. Tenant shall obtain (for City) from its insurer(s) under each policy required to be obtained pursuant to Sections 7.1 and 7.2 above, a waiver of all rights of subrogation which such insurer(s) of Tenant might have against City.

7. Damage

7.1 Partial Damage-Insured. In the event the Building is damaged by any casualty which is covered under fire and extended coverage insurance carried by City, then City shall restore such damage provided sufficient insurance proceeds are available to pay for the cost of restoration and provided such restoration can be completed within one hundred and eighty (180) days after the commencement of the work in the opinion of a registered architect or engineer appointed by City. In such event this Lease shall continue in full force and effect, and Tenant shall not be entitled to any abatement or reduction of Rent.

7.2 Partial Damage-Uninsured. In the event the Building is damaged by a risk not covered by City's insurance or the proceeds of available insurance are less than the cost of restoration, or if the restoration cannot be completed within one hundred and eighty (180) days after the commencement of work in the opinion of the registered architect or engineer appointed by City, then City shall have the option either to (1) repair or restore such continuing in full force and effect and Tenant shall not be entitled to any abatement or reduction of Rent, or (2) give notice to Tenant at any time within thirty (30) days after such damage terminating this Lease as of a date to be specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after giving such notice. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Building shall terminate on such date so specified in such notice and all Rent shall be paid to the date of such termination; provided, however, that City agrees to refund to the Tenant any Rent theretofore paid in advance for any period of time subsequent to such date.

7.3 Total Destruction. In the event the Building is totally destroyed or the Building cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, this Lease shall be terminated effective the date of the damage.

7.4 City's Obligations. The City shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any decorations, partitions, floor covering or any other improvements or property installed in the Building by Tenant or at the direct or indirect expense of Tenant. Tenant shall be required to restore or replace same in the event of damage. Tenant shall have no claim against City for any damage suffered by reason of any such damage, destruction, repair or restoration; nor shall Tenant have the right to terminate this Lease as the result of any statutory provision now or hereafter in effect pertaining to the damage and destruction of the Building or the Building including Sections 1932(2) and 1933(4) of the Civil Code of the State of California, except as expressly provided herein.

8. Condemnation

If all or any part of the Building shall be taken or appropriated for public or quasi public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either Party hereto shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that

before Tenant may terminate this Lease by reason of taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the Building. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to City any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give City any interest in or to require Tenant to assign to City any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and/or for the interruption of or damage to Tenant's business.

9. Security

Tenant shall be responsible for locking and securing Building and providing any desired security services to the Building, if any, during the Term or any extensions thereof.

10. Utilities

Tenant shall pay for all water, gas, heat and electricity services supplied to the Building. City shall not be liable in damages or otherwise for any failure, interruption or unavailability of any utility service being furnished to the Building and no such failure or interruption shall entitle Tenant to terminate this Lease or receive any abatement of Rent hereunder.

11. Taxes

Tenant shall pay at least ten (10) days before due, and before any fine, penalty, interest or cost shall be charged thereon, directly to the appropriate taxing or other governmental authority, all:

- (i) Real estate and other ad valorem taxes and assessments of every kind and nature levied and assessed upon the Building and the underlying realty including, but not limited to, possessory interest taxes assessed against the leasehold interest created hereby and general and special assessments, whether foreseen or unforeseen, and
- (ii) Taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation on the Building, (collectively, "Taxes") and Tenant shall deliver to City copies of receipted bills for such Taxes within fifteen (15) days after receipt of such bills by Tenant.

12. Compliance with Laws

Tenant agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Building, and any covenants or restrictions of record. Tenant agrees to secure any federal, state or local licenses or permits required in order to use the Building for the purposes specified hereinabove. Tenant shall secure such licenses and permits before the Commencement Date of this Lease.

13. Indemnity and Exculpation

13.1 Indemnity. Tenant shall indemnify, defend and hold harmless City, and its officers, officials, employees and agents against any and all claims, liabilities, losses, costs, expenses, including without limitation attorneys' fees and costs including without limitation those resulting from theft, vandalism, personal injury, disability or death, and even if caused in whole or in part by the passive negligence of City and/or its officers, officials, employees and/or agents (e.g., failure to supervise or control, or warn of or remove a condition on or about the Building) arising from:

- (i) The condition of the Building and surrounding areas which are used by Tenant and Tenant's employees, staff, consultants, agents, contractors, suppliers, invitees, guests, patrons, licensees, successors and assigns (collectively, "Tenant's Representatives"),
- (ii) Tenant's and Tenant's Representatives' use of the Building including without limitation the construction of the Improvements and any other work performed therein,
- (iii) Any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or
- (iv) The conduct of Tenant's business operated on or about the Building or any act or negligence of Tenant, or any of Tenant's Representatives, except that Tenant shall not indemnify, defend and hold harmless City from and against any claims to the extent they result solely from the active negligence or willful misconduct of City and/or its officers, officials, employees and/or agents (collectively, "City's Representatives").

In case any action or proceeding be brought against City, Tenant, upon notice from any such party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to City.

Tenant, as a material part of the consideration given to City, hereby (i) assumes all risk of damage to property or injury to persons in, upon or about the Building arising from any cause including, but not limited to, any theft, vandalism, damage, injury to person or death resulting from the condition of the Building during the Term hereof but excluding any claims (except for those claims arising from City's alleged failure to supervise or control Tenant's actions or Tenant's use of the Building) arising from the active negligence or willful misconduct of City, and (ii) waives all claims in respect thereof against City and its officers, officials, employees and agents.

13.2 Exemption of City From Liability. It is hereby agreed that City shall not be liable for any injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or by any other person in or about the Building caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or

flow from or into any part of the Building, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether said damage or injury results from conditions arising upon the Building or from other sources.

14. Default and Remedies

14.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

14.1.1 Any failure by Tenant to pay any Rent at the time said payment is due:

14.1.2 The abandonment or vacation (defined to be ten (10) or more days of continuous absence from the Building) of the Building by Tenant;

14.1.3 The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fifteen (15) days after written notice thereof by City to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said fifteen (15) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;

14.1.4 The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Building or Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Building or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

14.2 Termination. In the event of any such default by Tenant, then in addition to any other remedies available to City at law or in equity, City shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such termination. In the event that City shall elect to so terminate this Lease then City may recover from Tenant the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided, plus any other amount necessary to compensate City for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of events would be likely to result therefrom. At City's election such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

14.3 Additional Remedies

14.3.1 In the event of the vacation or abandonment of the Building by Tenant (as defined in Section 14.1.2 above), and if City does not elect to terminate this Lease and Tenant's right to possession of the Building by electing the remedy provided in Section 14.2 above, then City may, pursuant to Section 1951.4 of the Civil Code of the State of California, recover all Rent as it becomes due.

14.3.2 City entry into the Building for maintenance purposes or in an attempt to relet the Building shall not be considered to terminate Tenant's right to possession of the Building and no entry of the Building by City shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. City may at any time after any default by Tenant elect to terminate this Lease pursuant to Section 14.2 above.

14.3.3 The rights of City under this Lease shall be cumulative to all other rights or remedies now or hereafter available to City at law or in equity.

15. Maintenance

15.1 Tenant's Obligations. Tenant, at its sole cost and expense, shall keep, maintain and, if necessary, repair all portions of the Building as well as all improvements on the Building and all facilities appurtenant to the Building in good order and repair and in a safe and clean condition, including without limitation the interior surface of exterior walls, windows, window frames, doors, door frames, locks, plate or other glass, floor covering, interior ceiling and walls, all electrical equipment, all heating, ventilation, exhaust, make-up and air conditioning equipment, all plumbing, sewage and sprinkler systems, if any, and all other equipment installed in or located outside of the Building but otherwise exclusively serving the Building. In the event Tenant fails to make repairs and/or maintain the Building or any part thereof in good order, condition and repair, City may give Tenant ten (10) days notice to do such acts as are reasonably required to so repair or maintain the Building. In the event Tenant fails to promptly commence such work within said ten (10) day period and diligently prosecute same to completion, then City shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended, together with interest thereon at the Default Rate from the date of payment by City until the date of repayment by Tenant shall be paid by Tenant as Additional Rent hereunder. City shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Building by Tenant as a result of performing any such work. In the event of emergency repairs, Tenant hereby grants to City the right to enter upon the Building at any time.

15.2 Maintenance of Glass. Notwithstanding anything which may be or appear to be herein to the contrary, Tenant shall, at its own cost and expense, repair and replace any plate or other glass in any window on the Building that is broken for any reason.

Should Tenant fail to repair or replace any broken glass within two (2) days after same is broken, City may, without notice to Tenant, replace or repair such glass and Tenant shall immediately reimburse City as additional rent for the cost thereof together with interest on such cost at the default rate (discount rate of the Federal Reserve of San Francisco at the time of award plus one percent) from the date the cost is incurred by City to the date same is reimbursed to City by Tenant.

15.3 Waiver by Tenant. City shall have no obligation to repair or maintain the Building or improvements constructed therein except as provided in this Lease. Tenant hereby waives all right to make repairs at the expense of City as provided for in any statute or law in effect at the time of execution of this Lease (including Section 1942 of the Civil Code of the State of California) or any amendment thereof or any other statute or law which may be hereafter enacted during the term of this Lease.

16. City's Right of Entry

Tenant shall permit City or City's Representatives to enter the Building at all reasonable times for the purpose of inspecting the Building to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect City's interest in the Building under this Lease or to perform City's duties under this Lease. City also reserves and shall at any and all times have the right to enter the Building to submit said Building to inspection by prospective purchasers or tenants or prospective or existing mortgagees, to post notices of non-responsibility and "for lease" signs, and to alter, improve or repair the Building and any portion of the Building without abatement of rent. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Building, and any other loss occasioned thereby. For each of the aforesaid purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Building, excluding Tenant's vaults and safes, and City shall have the right to use any and all means which City may deem proper to open said doors in an emergency, the existence of which shall be determined by City in its sole discretion, in order to obtain entry to the Building. Any entry to the Building obtained by City by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Building, or an eviction of Tenant from the Building or any portion thereof.

17. Transfers

Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in the Building, and shall not sublet, franchise, or license all or any part of the Building, without the prior written consent of City in each instance and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such written consent shall be wholly void.

18. Attorneys' Fees

In case of any action or proceeding brought by either Party against the other under this Lease, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred.

19. Notices

All communications, notices and demands of any kind that either Party may be required or desires to give to or serve on the other Party shall be made in writing personally or sent by registered or certified mail or Federal Express (or other like overnight delivery service) to the following addresses:

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

With a copy to: City Attorney
 City of Oxnard
 305 West Third Street
 Oxnard, California 93030

Tenant: Board President
 Teatro de las Americas
 P.O. Box 50177
 Oxnard, CA 93030

Any such notice shall be presumed to have been received on the earlier of:

- (i) Personal delivery to the address(es) shown above,
- (ii) One (1) day after delivery to Federal Express or other like overnight delivery service, or
- (iii) Forty-eight (48) hours after posting in the United States mail. Either Party may change its address by giving the other Party written notice of its new address.

20. Subordination; Attornment

20.1 Upon request of City or any mortgagee or beneficiary of City, Tenant shall, in a writing provided by City or any mortgagee or beneficiary of City, subordinate its rights hereunder to the lien of any mortgage or deed of trust or ground lease

("Mortgage"), now or hereafter in force against the land, Building and Building, and to all advances made or hereafter to be made upon the security thereof, provided that such Mortgage shall not materially impair Tenant's rights under this Lease, or impose any additional obligations upon Tenant. Tenant further agrees, upon request of City or any mortgagee or beneficiary of City, to provide to City and/or any such mortgagee or beneficiary, financial statements of Tenant and the principal owners of Tenant within ten (10) days after request therefor.

20.2 In the event any proceedings are brought for the foreclosure of any mortgage or deed of trust encumbering the Building, or any portion thereof, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the City covering the Building, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the City under this Lease.

20.3 The provisions of this Section 21 to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

21. Surrender

By entry hereunder, Tenant accepts the Building as being in good and sanitary order, condition and repair and agrees on the last day of the said Term, or sooner termination of this Lease, to surrender unto City the Building with said appurtenances in the same condition as when received, reasonable use and wear excepted, and to remove all of the Tenant's personal property from the Building. Tenant shall, upon the request of City, remove from the Building those trade fixtures and other improvements identified by City and installed in the Building by or at the direction of Tenant, and Tenant shall repair any damage occasioned by such removal.

22. Holding Over

If Tenant, with City's express written consent, remains in possession of the Building after expiration of this Lease, such possession by Tenant shall be deemed to be a tenancy from month-to-month at a Rent determined in accordance with Sections 3.1 and 3.2 above (with the commencement date of such tenancy constituting an Adjustment Date) and upon all provisions of this Lease applicable to such a month-to-month tenancy. If Tenant remains in possession of the Building after expiration or earlier termination of this Lease without the express written consent of City, such possession by Tenant shall be deemed a tenancy at sufferance at a rental rate of Two Thousand Five Hundred Dollars (\$2,500.00) a month.

23. Estoppel Certificate

Within ten (10) days after request by City (which request may be from time to time as often as reasonably required by City), Tenant shall execute and deliver to City a statement that this Lease is in full force and effect without modification except as may be represented by City, that there are no uncured defaults in City's performance hereunder, and the specific number of

months or years of rent that has been paid in advance (if any). Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances, of the Building. Tenant's failure to deliver such statement within ten (10) days of City's written request therefor shall be a binding agreement of Tenant:

- (i) That this Lease is in full force and effect without modification except as may be represented by City,
- (ii) That there are no uncured defaults in City's performance hereunder, and
- (iii) That not more than one installment of Rent has been paid in advance.

Further, such failure to deliver such certificate (showing any exceptions to any of the statements of fact required thereby) shall be a material default under this Lease.

24. Binding on Successors and Assigns

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties, their heirs, personal representatives, and permitted successors and assigns.

25. Waivers

No waiver by City of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions. The subsequent acceptance of Rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by City unless such waiver be in writing signed by City.

26. Entire Agreement; Amendments

There are no oral or written agreements or representations between the Parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Parties with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either Party with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease. No amendment or addition to this Lease shall be binding upon the Parties unless in writing, signed and delivered by the Party to be charged.

27. Time

Time is of the essence of this Lease.

28. No Broker

Tenant represents and warrants that it has dealt with no real estate brokers, leasing agents or finders in connection with or arising out of any of the transactions contemplated by this Lease, and covenants and agrees to indemnify, defend and save City harmless from any and all losses, liability, damages and expenses (including reasonable attorneys' fees and costs), that may arise from a breach of this representation and warranty.

29. Severability

If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

30. Applicable Law

The laws of the State of California shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed either for or against City or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

31. Waiver of Redemption Rights

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of City obtaining possession of the Building by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to City herein are in addition to any rights that may be given to City by any statute or otherwise.

32. No Reservation or Option

The submission of this Lease for examination does not constitute a reservation of or option for the Building, and this Lease shall become effective as a lease only upon execution thereof by City and Tenant.

33. Counterparts

This Lease may be executed in counterparts, each of which shall be deemed to be an original document.

34. Captions

The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

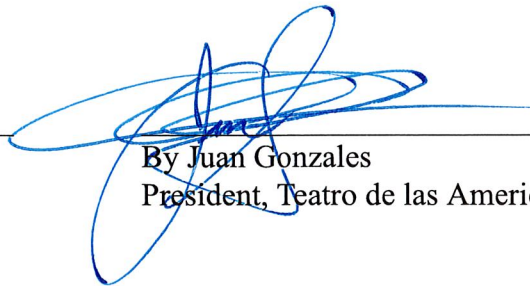
IN WITNESS WHEREOF, City and Tenant have executed this Lease as of the day and year first written above.

CITY:

TENANT:

CITY OF OXNARD

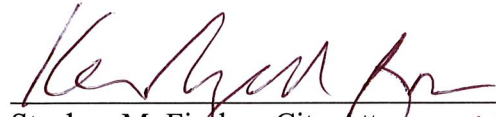

Alexander Nugyen, City Manager


By Juan Gonzales
President, Teatro de las Americas

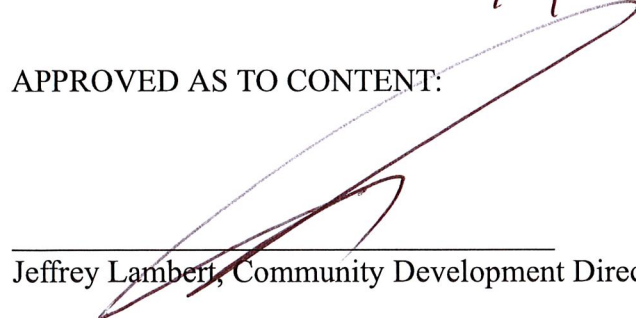
ATTEST:

Michelle Ascencion, City Clerk

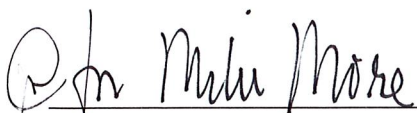
APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney 11/24/15

APPROVED AS TO CONTENT:


Jeffrey Lambert, Community Development Director

APPROVED AS TO INSURANCE:


Mike More, Risk Manager

FIRST AMENDMENT TO LEASE WITH TEATRO DE LAS AMERICAS

This First Amendment (“First Amendment”) to the Lease of 321 West 6th Street (“Lease”) is made and entered into in the County of Ventura, State of California, this 29th day of June, 2023, by and between the City of Oxnard, a municipal corporation (“City”) and Teatro de las Americas (“Tenant”). This First Amendment amends the Lease entered into on November 18, 2019 by City and Tenant.

City and Tenant agree as follows:

1. The first sentence of Section 2 of the Lease is hereby deleted and replaced with the following: “The term of this Lease (“Term”) shall commence on November 20, 2019 (the “Commencement Date”) and shall expire on November 20, 2024 (the “Expiration Date”), subject to earlier termination as provided herein.”
2. Section 3 of the Lease is hereby deleted and replaced with the following term: “Commencing on June 1, 2023, Tenant agrees to pay City as rent for the Building, the sum of Fifty Cents (\$.50) per square foot per month in advance.”
3. The City and Tenant acknowledge that Section 4.4.1 of the Lease has been complied with and has no further force or effect. Neither City or Tenant owes any further obligation arising from Section 4.4.1 of the Lease.
4. All other terms of the Lease shall remain in full force and effect.

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

CITY OF OXNARD

TEATRO DE LAS AMERICAS

Alexander Nguyen

Date

Juan Gonzalez

Date

City Manager

President, Teatro de las Americas

APPROVED AS TO FORM:

Stephen M. Fischer

Date

City Attorney

Teatro de las Americas Lease Agreement

Emilio Ramirez, Director
Housing Department

Community Services, Public Safety, Housing & Development Committee
June 13, 2023



1. The City of Oxnard owns a 1,980 square foot building at 321 West Sixth Street in downtown Oxnard
2. The City of Oxnard entered into a lease agreement with Teatro de las Americas on November 18, 2019 for a performance arts theater
3. Monthly rental rate of fifty-cents per square foot
4. The term of that lease expired on November 20, 2022
5. Lease offers a two-year extension opportunity

1. Teatro de las Americas bilingual theatre company that engages in the performing arts and education reflecting and nurturing the community located in the heart of downtown Oxnard
2. With a vision to be the dominant Spanish-language theatre on the Central Coast, Teatro de las Americas values respect among peoples and envisions that every segment of our community will come together in artistic and creative efforts to promote these values



1. Teatro de las Americas has performed on its obligations of the original lease including the provision of performing arts and improvements to the property
2. Teatro de las Americas has requested to extend the lease agreement for the two-year period contemplated in the lease agreement
3. Staff supports the request and recommends approval of the attached First Amendment to Lease with Teatro de las Americas
4. The General Fund is expected to generate approximately \$17,820 of benefit from rent-receipts



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

1. Approve a First Amendment to Lease with Teatro de las Americas for the use of property owned by the City of Oxnard and located at 321 West Sixth Street;
2. Authorize the City Manager to execute the First Amendment to Lease with Teatro de las Americas.





End of Presentation



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

REPORTS AGENDA ITEM NO. D.4

DATE: June 13, 2023

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

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

SUBJECT: Proposal for Foul Weather Sheltering from the Commission on Homelessness. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing, and Development Committee provide the City Council with a recommendation regarding the funding and establishment of a Foul Weather Shelter as recommended by the Commission on Homelessness.

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

<https://youtu.be/qstVvcrW4UI>

BACKGROUND

For many years the Cities of Oxnard and Ventura alternated as hosts for a winter warming shelter. This provided overnight shelter for approximately 100 people from December 1st until the end of March. These shelters were located at the armories in each city. In 2019, the City of Oxnard opened a year-round, full time, 110 bed homeless shelter and navigation center which replaced the winter warming shelter.

In Spring 2021, the Commission on Homelessness initiated the Foul Weather Shelter subcommittee to examine and make recommendations to the City of Oxnard on foul weather sheltering programs. The subcommittee examined the history of foul weather sheltering within the City of Oxnard and researched other foul weather shelter programs in Ventura County. The subcommittee also met with faith communities and other community partners to determine levels of interest in participating.

DISCUSSION

The Commission on Homelessness established a Foul Weather Shelter Subcommittee to research and explore how best to develop a foul weather shelter program in the City of Oxnard and produced written a proposal detailing their recommendations. In summary, the recommendations from the subcommittee include:

1. Create a partnership between the City of Oxnard and the faith-based community to operate the program
2. Activate the shelter between the four-month period from December 1 to March 31
3. Provide up to forty motel rooms during a triggering weather event with priority rooms for those over aged sixty-five and people with health conditions

Foul weather shelters have both benefits and limitations. The benefits of the proposed foul weather shelter program include moving people indoors from the elements. Limitations of the includes that it is very short term and may be difficult to meaningfully engage people to work on housing plans to resolve their homelessness; there is a heavy reliance on donations and volunteers; and the cost including cost for the motel rooms and the staff time to coordinate the program.

The Commission on Homelessness estimates the budget for this proposed program to be \$77,000. This budget assumes the Foul Weather system would be activated ten nights during the four-month period and would encompass up to forty motel rooms per night. The budget includes personnel costs for a portion of Housing Department staff between one-quarter time and one-half time.

If Council directs staff to further explore the creation of a Foul Weather Shelter Program, the next steps to develop a program include:

1. Staff reaching out to the faith-based groups and community resources the Commission on Homelessness identified to confirm interest and formalize agreements.
2. If faith-based groups and community resources are interested in partnering, finalize agreements.
3. Identify a funding source for Fiscal Year 2024-2025.

If the Council directs the staff to pilot a Foul Weather Sheltering Program, staff recommends that it is piloted for one winter. After such time, staff recommends the program be evaluated based on outcomes and costs. Such an assessment would be presented to the Committee and Council for a recommendation on establishing a more permanent program.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

If Council directs staff to further explore the creation of a Foul Weather Program, staff will return to the Council to request appropriations as necessary. It is estimated that the Foul Weather Shelter program would require an appropriation of Community Development Block Grant funds in the amount of \$77,000 in FY 24-25. There would not be an impact to the General Fund.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Commission on Homelessness - Foul Weather Shelter Proposal
2. PowerPoint Presentation FW

Oxnard Commission on Homelessness
Foul Weather Shelter Subcommittee Proposal

Subcommittee members: Alejandro Fregoso, David Littell, Yukio Okano

Background

- 1) According to the 2020 Point in Time Count, there were 567 homeless people counted. Of this this number, 379 were unsheltered.
- 2) For many years, Oxnard and Ventura alternated as hosts for a Winter Warming Shelter. This provided overnight shelter for approximately 100 people from December 1st until the end of March. These shelters were located at the armories in each city.
- 3) In 2019, Oxnard opened a year-round, 24-hour, 110 bed homeless shelter and navigation center. Mercy House was contracted to operate the shelter, also located at the site of the Oxnard armory.
- 4) In 2020, Ventura opened a year-round, 24-hour, 55 bed homeless shelter. This shelter is also operated by Mercy House.
- 5) The current Oxnard Shelter and Navigation Center is not considered a permanent location as it is located within the airport flight path.
- 6) Plans for a permanent shelter are under way in downtown Oxnard at 2nd and B streets near the library. If funding is secured, construction may start in 2022.

Need for a Foul Weather Shelter

- 1) Although Oxnard has created a 24/7 shelter for 110 people, close to 400 people remain unsheltered on a nightly basis.
- 2) Being homeless is a known risk factor for illness and death. In 2020, at least 76 homeless people are known to have died in Ventura County.
- 3) A foul weather shelter is designed to provide temporary night-time shelter to people when severe weather conditions occur. Meals may also be provided.
- 4) The City of Ventura operated a foul weather shelter last winter. The program involved providing motel rooms for homeless people. Night-time shelter was provided for approximately 20 people when specific weather conditions occurred. This included a predicted rainfall of more than one inch and temperatures less than 40 degrees.
- 5) The Ventura program was a collaboration between the city and the faith community in that city. Eight churches participated in the program.
- 6) Discussion with Meredith Hart, the Safe & Clean Manager for Ventura, and Pastor Jim Duran of River Community Church indicated that the Ventura program was considered to be successful and cost-effective. Ventura is planning to repeat the program this winter.
- 7) The Oxnard Foul Weather Shelter subcommittee believes Oxnard could benefit from a foul weather shelter program as well to provide services to at least a portion of the 400 homeless residents who remain unsheltered.

The Foul Weather Shelter Proposal

- 1) The Foul Weather Shelter subcommittee recommends that the City of Oxnard create a foul weather shelter program using the Ventura program as a model of best practices. Specific practices used in Ventura may be modified to reflect differences in each city's resources.

- 2) The foul weather season is defined as from December 1, 2021, to March 31, 2022.
- 3) The proposed plan is designed to be a collaboration between the city of Oxnard and the faith community and other community-based resources.
- 4) Adverse weather conditions would trigger activation of the plan, which involves providing motel rooms for homeless people. The proposal recommends providing 30 to 40 motel rooms. Funding for the program will come from grants for homelessness services (e.g., Community Development Block Grants (CDBG)).
- 5) Local churches and other resources would provide support by providing meals for the program participants. They would also help put together “stay warm packs” for those homeless people who may not qualify for the program or if there are not enough motel rooms available.
- 6) Priority for rooms will be to those over age 65 and people with health conditions. Remaining rooms will be made available on a first-come, first-served basis.
- 7) For those who will not get a room, a stay warm pack” will be provided. This pack will include items such as a blanket, socks, and a coat and/or rain poncho.
- 8) Basic procedures
 - a) The Foul Weather Shelter program will be activated when pre-determined weather conditions are predicted to occur. These conditions will be determined in coordination with the City of Ventura’s program to avoid confusion. Although specific conditions of >1 inch of rain and <40 degrees temperature were used by Ventura last year, these triggering criteria are subject to change.
 - b) The homeless coordinators for each city (Meredith Hart for Ventura, Jessica Petrillo for Oxnard) will monitor the weather and activate the program in coordination. No less than 48 hours of advance notice will be given to the homeless community.
 - c) Interested participants will be asked to appear at a designated community location (likely a church or other community resource) at a specific time in the afternoon/early evening.
 - d) Participants will be screened and triaged by social service workers (from local agencies).
 - e) Those qualifying for rooms will be transported to local motels.
 - f) Dinner and breakfast the following morning will be provided. Participants will be expected to check out at the standard time.
 - g) Security staff will be hired to ensure safety for participants.
 - h) As previously noted, details for the Foul Weather Shelter program will reflect available resources.

Status of Planning and Needs

- 1) The Foul Weather Shelter subcommittee met with Meredith Hart and Pastor Jim Duran to better understand how their program operated. In addition, the subcommittee has reached out to the faith community and other resources in Oxnard to evaluate the level of interest in a foul weather shelter program for Oxnard.
- 2) Preliminary contact indicates there is great community interest in working with the City of Oxnard for a winter Foul Weather Shelter program. Rev. Melissa Campbell-Langdell of All Saints Episcopal Church has secured varying levels of support from the Garden Church, City View Worship, New Life, and Our Redeemer Lutheran Churches. Shelter Care Resources, a nonprofit in Oxnard, is also eager to provide support. The Foul Weather Shelter

subcommittee will be meeting with the Oxnard Interfaith Council on 10/08 to present the plan and secure additional interest in participation.

- 3) The Foul Weather Shelter subcommittee has also met with Karl Lawson and Jessica Petrillo of the Oxnard Housing Department to better understand the process of presenting the plan to the Oxnard City Council. If the proposal is approved by the full Commission on Homelessness, it will be presented to the City Council Community Services, Public Safety, Housing, & Development Subcommittee.
- 4) Funding: The Foul Weather Shelter subcommittee believes that CDBG funding may be an appropriate source of funds for this project. In addition, 501 c3 community partners may help provide additional financial assistance. Other sources of funding may also be available.

We believe there is already sufficient community support to make the proposed Foul Weather Shelter project viable. The Foul Weather Shelter subcommittee therefore presents the following proposal for approval by the full Oxnard Commission on Homelessness:

The Foul Weather Shelter Subcommittee of the Oxnard Commission on Homelessness requests that the full Commission approve and recommend the implementation of a foul weather shelter program for the City of Oxnard this winter season. Such a program would follow the basic model used by the City of Ventura and would be coordinated with that city's program.

Document prepared by Yukio Okano

Proposal for Foul Weather Sheltering from the Commission on Homelessness

Emilio Ramirez
Housing Director

Community Services, Public Safety, Housing & Development Committee
June 13, 2023

1. A “Foul Weather Sheltering System” is designed to provide temporary night-time shelter to people when severe weather conditions occur, targeting those who are not housed in some other sort of shelter during those weather events.
2. The Foul Weather Shelter System can be activated when pre-determined weather conditions are predicted to occur (1 inch of rain or temperatures below forty degrees Fahrenheit)

1. Coordination with Ventura's program in order to achieve uniformity
2. Staff will monitor the weather and activate with a forty-eight hour notice
3. Participants will be screened and triaged by social service workers
4. After intake a participant will sign a participation agreement and directed to a pre-procured motel room
5. Those qualifying for rooms will be transported to local motels
6. A hot evening meal and breakfast the following morning will be provided
7. Participants will be expected to check out at the standard time.
8. Security staff will be hired to ensure safety and client compliance
9. Staff will procure motel rooms, meals, transportation, and security

The Homeless Commission estimates an annual operating budget of \$77,000 assuming ten nights with forty motels rooms between December and March

\$50,000	Rental of motel rooms
\$5,000	Security
\$1,000	Preparation and delivery of evening hot meal
\$3,000	Transportation
\$18,000	Program Administration

If Council directs staff to further explore the creation of a Foul Weather Shelter Program, the next steps to develop a program include:

1. Staff reaching out to the faith-based groups and community resources the Commission on Homelessness identified to confirm interest and formalize agreements.
2. If faith-based groups and community resources are interested in partnering, finalize agreements.
3. Identify a funding source for Fiscal Year 2024-2025.

If Council directs the staff to pilot a Foul Weather Sheltering Program, staff recommends that it is piloted for one winter. After that winter staff recommends the program be evaluated based on outcomes and costs.

That the Community Services, Public Safety, Housing, and Development Committee provide the City Council with a recommendation regarding the funding and establishment of a Foul Weather Shelter as recommended by the Commission on Homelessness.



End of Presentation



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

REPORTS AGENDA ITEM NO. D.5

DATE: June 13, 2023

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

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

SUBJECT: Agreement for School Resource Officer (SRO) Services to the Oxnard Union High School District (OUHSD). (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing, and Development Committee recommend the City Council approve and authorize a cost-sharing agreement between the City of Oxnard (City) and the Oxnard Union High School District (OUHSD or District), from July 1, 2023, to June 30, 2026, for Police School Resource Officer (SRO) Services.

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

BACKGROUND

The agreement sets forth guidelines between the OUHSD and the Oxnard Police Department to ensure an understanding of the goals of the SRO program and the District's commitment to reimburse the police department for a portion of the personnel costs associated with the program.

The District agrees to reimburse the Oxnard Police Department for the combined equivalent of approximately 75% of personnel costs for five (5) SROs, including agreeing to fully reimburse the City for costs associated with staffing special school events.

SCHOOL RESOURCE OFFICER PROGRAM OVERVIEW

The SROs will serve the District with five (5) high schools and approximately 17,500 students.

SROs assist school administrators in helping maintain a safe campus environment that is conducive to learning. SROs provide a visible presence to deter disturbances and identify trespassers on campus. School officials rely on the training, knowledge, and experience of SROs to handle dangerous situations involving fights, weapons, and the identification of dangerous drugs. SROs also serve the surrounding community by addressing loitering, speeding, and other traffic issues.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

City costs associated with operating the Police Department are accounted for in the FY2023-24 General Fund Police Department operating budget. Revenue of \$778,309 is also included, reflecting the first year's cost share with Oxnard School District. If approved, staff will include revenue for years 2 and 3 of the agreement in future General Fund budgets as part of the annual budget process.

Prepared by: Luis Mc Arthur

ATTACHMENTS

1. FY 2023-2026 OUHSD 3yr Contract
2. PowerPoint on SROs and OUHSD Partnership

Agreement No.

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST- SHARING**

This Agreement for Police School resource officer Services ("**Agreement**") by and between the City of Oxnard, a municipal corporation ("**City**"), and the Oxnard Union High School District ("**OUHSD** or "**District**") is made and entered into as of July 1, 2023. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on HSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("**OPD**") shall provide the services of four (5) School Resource Officers ("SROs") to OUHSD school campuses. The SRO will work with OUHSD district staff and staff at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to each school's specific needs. It will also provide flexibility for the SRO's law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein and the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A**, attached hereto, and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that the District shall be obligated to fund Seventy-Five percent (75%) of the cost to operate and administer the SRO program for FY 2023-2024 through 2025-2026 and that City shall fund the balance. City shall submit to District an invoice for Seven Hundred Seventy-Eight Thousand Three Hundred and Nine Dollars (\$778,309) no less than thirty (30) days prior to the end of each fiscal year: June 30, 2024, for FY 2023-2024, June 30, 2025, for FY 2024-2025, and June 30, 2026, for FY 2025-2026.

City shall send invoices to: Assistant Superintendent of Business Services, Oxnard Union High School District, 1800 Solar Drive, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City, in its sole discretion, shall determine. City agrees that performing such services will not materially interfere with services performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse, including any sexual misconduct by any District/School employee, shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. If the SRO or SRO Sergeant is unavailable, the on-duty Oxnard Police Department Watch Commander will be contacted. The police personnel receiving the report from the school district employee will make a notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2023, to June 30, 2026, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective termination date.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots,

acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents, and representatives against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party and damage to property, including the property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses or at such other address as the respective Parties may provide in writing for this purpose:

City:

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

District:

Oxnard Union High School District
1800 Solar Drive
Oxnard, California 93030
Attention: Dr. Tom McCoy, Superintendent

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

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

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party. Any term referencing time, days, or performance period shall be deemed calendar days, not workdays, unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors, and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors, and subcontractors of District unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only and do not define, limit, augment, or describe this Agreement's scope, content, or intent.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
17. No Third-Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for City and District's sole and exclusive benefit. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate and take any other acts or sign any additional documents that may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

CITY OF OXNARD

OXNARD UNION HIGH SCHOOL
DISTRICT

Alexander Nguyen, City Manager

Dr. Tom McCoy, Superintendent

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Jason Benites, Police Chief

EXHIBIT “A”

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL DISTRICT TO ALIGN SUPPORT AND SERVICES FOR STUDENTS, FAMILIES, AND STAFF.

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss school safety issues.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.
6. The SRO will participate as a member of the OUHSD Interdisciplinary Wellness Team.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses, not for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless sufficient evidence and circumstances warrant police action or intervention, SROs should not get involved in school discipline issues. School officials should generally handle these rather than through formal law enforcement intervention (e.g., issuance of a criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student’s person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 1. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 2. The SRO shall not ask school officials to search a student’s person, possessions, or locker to circumvent these protections.
 3. At a minimum, all searches will be documented by a field interview report (FIR) detailing the circumstances of the search.
2. When a school official conducts a search of a student’s person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the

student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in questioning a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 1. Child and adolescent development and psychology;
 2. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 3. Children with disabilities or other special needs; and
 4. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and the Olweus Bullying Program.

TECHNOLOGY SERVICES AND SUPPORT

1. For the Oxnard PD's SROs to serve the students of the OUHSD, all SROs will be given a user-specific login and access to the OUHSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third-party provider
1. SROs will not be provided:
 1. Access to install programs on workstations or servers
 2. Access to District email accounts or the District's email address book
 3. Access to the District's Student Information System
 4. Access to other District files

AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES

FY 2023-2026

Commander Luis Mc Arthur

Recommendation:

That the Community Services, Public Safety, Housing, and Development Committee recommend the City Council approve and authorize a cost-sharing agreement between the City of Oxnard and the Oxnard Union High School District from July 1, 2023, to June 30, 2026, for Police School Resource Officer (SRO) Services.

The agreement involves the reimbursement to the City for the services of five police officers that provide enhanced police services to the OUHSD. In general, the City is reimbursed for 75% of personnel costs related to the five SROs. The District's cost-sharing amount for one fiscal year is \$778,309 (75% of the cost of the five officers).

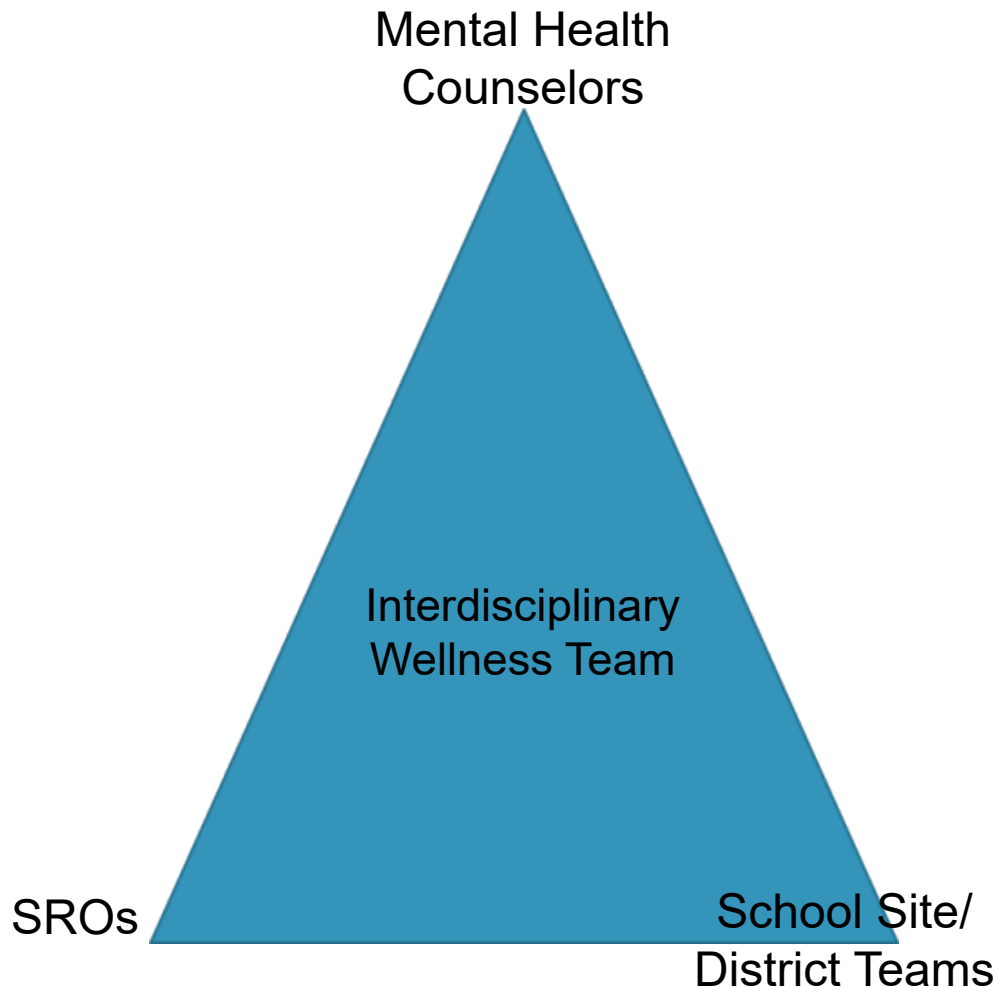
School Resource Officers (SROs) are Oxnard Police Officers dedicated to building community, providing support, and building positive relationships with OUHSD schools, students, and families.

Officers go through specific training prior to becoming SROs

On a daily basis SROs:

- Ensure that all students, staff, and campuses are safe
- Serve as a liaison between schools and the police department
- Work with students on making positive choices that will help deter them from joining gangs and/or having problems with drugs and/or alcohol
- The presence of SROs on and around the campuses promotes positive relationships with students and builds trust with OPD. Links to the surrounding school community can help in keeping OUHSD campuses safe.

- SROs will be part of a district wellness team with the focus on identifying and supporting students who have significant social-emotional and/or behavior needs. The team will work with school and district teams in a coordinated effort to provide support to students, families, and staff.
- Through this team, campus visits, and getting to know the students, SROs can help identify needs of students and work with sites on proactive strategies to prevent significant behavior issues.



- The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
- The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
- The SRO will participate as a member of the OUHSD Interdisciplinary Wellness Team.
- SROs and OPD can also provide training to students, staff and families on drugs and other issues.

- Respect for the rights of students
- Building positive relationships with students
- Preventative instead of reactive

Distinguishing Disciplinary Misconduct to be Handled by School Officials From Criminal Offenses to be Handled by Law Enforcement

SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.

Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues.

These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.

- The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
- The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
- All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.



QUESTIONS