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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
February 25, 2020
Regular Meeting - 4:30 to 5:45 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just 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 for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Housing and Economic Development Committee approve the minutes of the February 11, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Community Development Department

SUBJECT: City of Oxnard Climate Action Plan. (10/10/10)

RECOMMENDATION: That the Housing and Economic Development Committee recommend City Council approve Agreement #8882-20-CD with Environmental Science Associates (ESA), Inc. for the preparation of the City's Climate Action Plan in the not to exceed amount of $411,490 and approve the appropriation of $90,000 of General Plan Maintenance Fee funds for the contract and staff time.

Contact: Jeffrey Lambert, (805) 385-7882

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

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: (Staff Presentation / Committee Discussion / Public Comment)

M I N U T E S
OXNARD CITY COUNCIL
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Regular Meeting
February 11, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 4:30 p.m., Chair Madrigal called to order the regular meeting of the Oxnard City Council Housing and Economic 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. Members Tim Flynn, Vianey Lopez, and Chair Oscar Madrigal were present.

Staff members present were Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Jeffrey Lambert, Community Development Director; Rosie Ornelas, Economic Development Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Marty Ingraham (comparison of Oxnard's building permit process with other cities).

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Housing and Economic Development Committee approve the minutes of the January 28, 2020 regular meeting as presented.

It was moved by Member Flynn, seconded by Member Lopez, to approve the minutes as presented. VOTE: Flynn, Lopez, and Madrigal voted in favor; the motion carried 3-0.

D. REPORTS

Community Development Department

1. SUBJECT: Update to Policies of Heritage Square Facility Rentals and Heritage Square Summer Concert Series.
   RECOMMENDATION: That the Housing and Economic Development Committee receive information on changes to the facility rental program and Summer Concert Series at Heritage Square.

The Community Development Director made some introductory remarks and the Economic Development Manager gave a report. Public comments were received from Gary Blum, Michelle Kinney, and Pat Brown. Discussion ensued among the Committee, staff, and Sal Fuentes, Heritage Square Administrator. No formal action was required.

DRAFT

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Madrigal adjourned the meeting at 5:15 p.m.

MICHELLE ASCENCION, CMC City Clerk	OSCAR MADRIGAL Chair

DRAFT

CITY OF OXNARD CALIFORNIA

HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: February 25, 2020

TO: Housing and Economic Development Committee

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: City of Oxnard Climate Action Plan. (10/10/10)

RECOMMENDATION

That the Housing and Economic Development Committee recommend City Council approve Agreement #8882-20-CD with Environmental Science Associates (ESA), Inc. for the preparation of the City's Climate Action Plan in the not to exceed amount of $411,490 and approve the appropriation of $90,000 of General Plan Maintenance Fee funds for the contract and staff time.

BACKGROUND

In January 2019, City Council approved an appropriation of $350,000 in General Plan Maintenance Fee funds for the preparation of the City's Climate Action Plan (CAP). A CAP is necessary to address and be in alignment with Senate Bill (SB) 32, Executive Order (EO) B-30-15, and EO S-3-05, SB 379, SB 1035, and other legislation as appropriate. A CAP is a roadmap for how the City will reduce greenhouse gas emissions for the impacts of climate change on public health, infrastructure, ecosystems, and public spaces in the community by the required target goals in the years 2030 and 2050. CAPs address climate adaptation, resilience measures, as well as risks and vulnerabilities.

For Oxnard, the CAP will support the community's goals and policies identified in the City's 2030 General Plan. It will also feature health equity and climate justice consistent with the City's Sustainable Community (SC) Element of the General Plan (Chapter 2), SC-1.3 and all other relevant General Plan climate policies.

The CAP will be comprehensive, robust and innovative to help the City plan for future climate goals and develop vision for how sustainability should be implemented in the City. The CAP will be written to address state requirements and will facilitate the City applying for future grant funds to address climate change, social equity, and sustainability/environmental grants. Broadly speaking, the CAP will be developed with the following goals:

- Establish a set of cohesive sustainability strategies, implementation measures, and metrics for measuring progress and success;
- Clearly explain the community's climate challenges and opportunities, and describe the trade-offs and choices to be made in pursuing climate and greenhouse gas (GHG) reduction goals;
- Serve as a mechanism to develop the City's sustainability initiatives, strategies and plans;

- Demonstrate how the City will adapt and improve its resilience to current and future climate hazards;
- Create policies to address disadvantaged communities within the City; and
- Outline the wider social, environmental, and economic benefits derived from CAP implementation, and improve distribution of these benefits throughout the City's population.

In October 2019, the City issued a request for proposals for the preparation of a CAP. The City received five responsive bids. Based upon the qualifications of the consultant team, robust project experience and sample projects, as well as the innovative and comprehensive scope of work the City's internal selection committee unanimously recommended ESA. The draft Agreement is Attachment 1.

DISCUSSION

Development of the CAP will take approximately 24 months to complete and will involve the following steps:

Climate Change Vulnerability and Risk Assessment

This step will involve Vulnerability and Risk Assessment to address the full range of climate change hazards throughout the next century, including higher temperatures, rising sea levels and extreme precipitation events, along with cascading impacts of flood, drought, fire risk, and public health hazards. For sea-level rise and coastal flooding, the CAP will incorporate the results of the already completed Vulnerability Report prepared for the City's Local Coastal Program Update. The first component of risk assessment is to gain an understanding of the risks to critical and valued community assets, and the range of potential harm represented by climate hazards. The second component is to identify adaptation strategies. Adaptation strategies can take a variety of approaches from protecting assets in place to relocating them all together. Adaptation will also need to address flooding, as well as extreme weather events, and evacuation plans and the associated impact of these to disadvantaged residents and neighborhoods. A third component is evaluating how well the strategies reduce risks along with a qualitative assessment of the costs and benefits of implementing the strategies.

To identify Oxnard's populations most at risk from climate change stressors, the CAP will use CalEnviroScreen to map environmental health vulnerability. CalEnviroScreen is used in the state policy arena to determine which census tracts in the state are eligible (as "disadvantaged communities") for the 25 percent set-aside of California Climate Investments from the Greenhouse Gas Reduction Fund. CalEnviroScreen uses 20 indicators to locate communities most burdened by pollution from multiple sources (e.g., water, air, and land) and most vulnerable to its effects, taking into account their socioeconomic characteristics and underlying health status. The analysis will include strategies and potential actions to increase resilience to identified risks, and identify potential resources and funding to implement the actions.

This section of the CAP will also identify gaps in the City's existing policy structure regarding climate change adaptation, and provide recommendations for revisions or additions to the General Plan policies and building code regulations, to address potential hazards and vulnerabilities. The information will help fulfill the requirements of SB 379 and SB 1035, which stipulate that climate hazards be incorporated into future General Plan Safety (by Jan. 2022) and Housing Elements (by Oct. 2021). Potential impacts and complications related to the City's disadvantaged communities will be highlighted.

Green House Gas Inventory, Quantification, and Reduction Targets

An analysis and review of the methods used to develop the City's approved 2013 Energy Action Plan (EAP) will be conducted. The EAP contains inventories of the existing municipal and community energy assets which will be evaluated, with recommendations on how to best leverage the existing data in developing a

baseline GHG inventory for the City. The document will incorporate existing GHG protocols and guidance from relevant agencies.

The City has a complete energy-related GHG inventory for the year 2013 which will be updated based on data availability. ESA will develop models to consider transportation impacts, as well as emission quantification. From this data ESA will develop strategies and programs for GHG emission reductions.

Community Outreach and Facilitation

The CAP will involve significant community outreach and facilitation efforts involving residents, business owners, and other Oxnard stakeholders. The scope of work provides for two public workshops and up to three community meetings in addition to public hearings. Outreach efforts will cover a wide array of communication channels and be multicultural and multilingual. Specifically materials will be translated for Spanish and Mixteco speaking communities and bilingual outreach specialists will conduct workshops and will provide facilitation.

Implementation and Monitoring Plan

ESA will develop an Implementation and Monitoring Plan that includes a timeline for implementation of the various strategies, an outline of administration and staffing needs, financing and budgeting options, roles of key partners, and the anticipated need for public participation. The Implementation and Monitoring Plan will identify a responsible entity or City department for each CAP measure, along with implementation milestones (e.g., municipal code adopted), schedule of GHG inventory updates, and performance metrics for tracking effectiveness of each CAP measure. Through the CAP process we will determine the implementation schedule with consideration to near-term (1 or 2 years), and mid-term (5 years) implementation actions. A CAP typically is updated every five years.

California Environmental Quality Act (CEQA)

Adoption of the CAP requires environmental clearance under CEQA. The Consultant will prepare the appropriate CEQA document to allow adoption of the CAP. At this juncture, staff anticipates that the CEQA document for the CAP could most reasonably be an Addendum to the certified General Plan EIR. This environmental clearance can help reduce barriers to development by streamlining the CEQA process.

Optional Elements: CAP Consistency Checklist for New Development and Implementation Tracking and Monitoring

The contract will includes optional scope items. The following tasks may be included in the CAP:

- Consistency Checklist - Creation of a consistency checklist for new development (including both residential and industrial/commercial development) to determine consistency with the CAP and 2030 target for CEQA streamlining purposes. The checklist will be based on the measures that apply to new development in order to be consistent with the 2030 reduction target of the CAP. The purpose of the checklist is both to evaluate consistency with the CAP and to facilitate local and regional monitoring as required by CEQA Guideline Section 15183.5.

- Implementation Tracking and Monitoring - Priority features and functions of the dashboard will be coordinated and documented during the scoping process, but will likely contain the City's targets, GHG

reductions achieved to date, progress on key performance indicators (e.g., economic, health, and adaptation), co-benefits, and narrative sections for the City to describe progress in key sectors.

- SB743 Conversion from Level of Service to Vehicle Miles Traveled (VMT) - SB 743 (2013) replaces vehicle level of service (LOS) with VMT for purposes of environmental impact analysis under CEQA and is required to be adopted and in place by July 2020. The scope involves developing a preferred methodology for estimating and forecasting VMT considering that this metric is a required input for air quality, energy, GHG, and now transportation impact analysis in CEQA. The analysis will also develop the significance thresholds for VMT impacts under 'baseline' and 'cumulative' conditions. Written guidance will be provided for transportation impact analysis related to the general plan, CAP, land use projects, and transportation projects. Related to the general plan guidance, information will be provided about the use of Section 15183 of the CEQA Guidelines with respect to addressing VMT impacts at the citywide level and providing streamlining for subsequent projects.

The full scope of work is in Attachment 1.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

General Plan Maintenance Fee (GPMF) funds in the amount of $350,000 were appropriated in January 2019 to the Climate Action Plan project (Project #19IN03). Expenses totaling $1,706 have been incurred to date for staff time, leaving a project balance of $348,294. The cost of the agreement with ESA is $349,490 over a two-year period, plus an additional $62,000 in optional tasks, for a contract total of $411,490. The optional tasks will either be funded by future grants or GPMF funds. The estimated available balance of GPMF funds is $369,000 which can support the needed appropriation.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Draft Agreement #8882-20-CD
2. Budget Appropriation
3. Climate Action Plan PPT - 02.25.20 HEDC

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: March 1, 2020

(2) Consultant: Environmental Science Associates (ESA)

(3) Services: Preparation and adoption of a comprehensive Climate Action Plan (CAP) to align with Senate Bill (SB) 32, Executive Order (EO) B-30-15, and EO S-3-05, and other legislation as appropriate.

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein.

(5) Agreement Ending Date: June 30, 2022

(6) Total Agreement Amount: $411,490

(7) City's Project Manager: Kathleen Mallory, Planning & Sustainability Manager

(8) Consultant's Project Manager: Jeff Caton, P.E., LEED AP

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
180 Grand Ave, Suite 1050 Oakland, CA 94612 Attn: Jeff Caton, Director, Sustainable Comm.	214 South C Street Oxnard, CA 93030 Attn: Kathleen Mallory, Planning & Sust. Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
jcaton@esassoc.com	Kathleen.mallory@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☐ Scope of Services Exhibit
☐ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☐ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Tim Flynn, Mayor[1] Date

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 2/3/21

CONSULTANT

Albert Cuisinot, CFO[2] Date

Kate Mirante, Vice President Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Scope of Work

Task 1 | Climate Action Plan

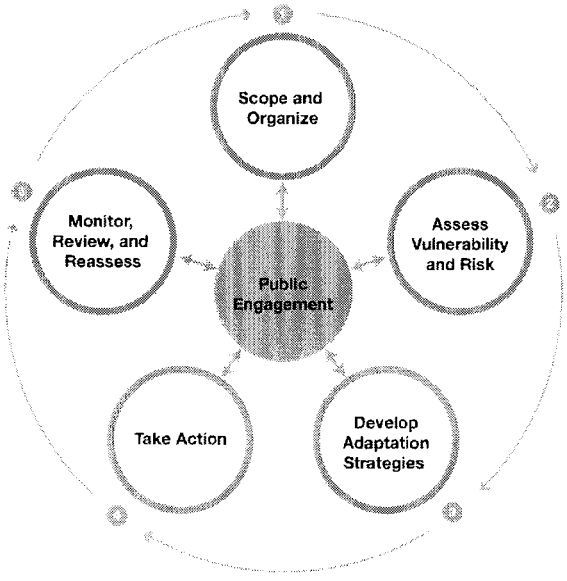
1.1 Climate Change Vulnerability and Risk Assessment

Consultant recommends the City undertake a Climate Change Vulnerability and Risk Assessment to address the full range of climate change hazards throughout the next century, including higher temperatures, rising sea levels and extreme precipitation events, along with cascading impacts of flood, drought, fire risk, and public health hazards. The first component of this task is to gain an understanding of the risks to critical and valued community assets, and the range of potential harm represented by climate hazards. The second component is to identify adaptation strategies to reduce those risks, such as gray and green infrastructure enhancements that create resiliency to floods, or early warning systems that communicate advancing extreme weather and evacuation plans to disadvantaged residents and neighborhoods. A third component is evaluating how well the strategies reduce risks along with a qualitative assessment of the costs and benefits of implementing the strategies.

Consultant will examine the exposure and vulnerability of the City's critical assets (e.g., water supply) to climate change impacts based on readily available GIS data obtained from the City and County, assess the City's current adaptive capacity to address those impacts, identify the City's adaptation planning gaps, and outline priority strategies for improving resilience to include in the CAP. Consultant will develop a series of visually compelling Asset Exposure Maps using GIS that will help stakeholders visualize the vulnerability of the City's critical assets to climate hazards.

As presented in **Figure 1**, Consultant will use the general framework for adaptation planning that is currently being developed by SCAG for its member agencies, of which Oxnard is a member. Climate change projections and forecasted impacts will be drawn from the City's current sea-level rise mapping efforts as well as from publicly available sources including but not limited to Cal-Adapt, the Ventura County Multi-Hazard Mitigation Plan, Ventura Resilient Coastal Adaptation Project, and the Climate Change and Health Profile Report for Ventura County. Consultant will identify the City's assets that are vulnerable to the effects of climate change by determining qualitatively their exposure, sensitivity and adaptive capacity, grouped by functional category, as listed below. To the extent the data is publically available or can be provided by the City, the location of the City's critical assets (e.g., wastewater pumping station locations and elevations) will be superimposed with hazard maps to assess their exposure to riverine flooding and wildfires, for up to two timeframes (e.g., mid-century and end of century) and up to two climate change scenarios (e.g., medium and high emissions scenarios):

Figure 1: SCAG's 5-steps for Adaptation Planning



- Community services, public facilities, and critical municipal operations
- Stormwater management infrastructure and flood control
- Water supply and related infrastructure
- Wastewater treatment and sewerage infrastructure

- Transportation infrastructure, including roads, public transit facilities, railways, marinas, and port facilities
- Energy infrastructure
- Urban forests, ecosystems, parks, and related recreational assets
- Public health
- Private property, including housing and commercial real estate
- Solid waste/hazardous materials management

For each functional asset category, Consultant will interpret the maps and qualitatively describe the exposure and vulnerability to riverine flooding and wildfires.

A qualitative discussion will also be included to address heat waves, severe storms, drought, and degradation of natural habitats and biodiversity. Potential impacts related to changes to food security and disease vectors will also be examined.

Consultant will use publicly available geospatial climate datasets to map changes in climate stressors affecting the city through the year 2100. The Cal-Adapt web portal provides a set of climate tools that have been developed to process downscaled climate data into relevant stressors. The primary stressors to be evaluated by Cal-Adapt tools include extreme heat and storm events, wildfires, drought, and riverine flooding.

For sea-level rise and coastal flooding, Consultant will incorporate the results of the Vulnerability Report prepared for the City's Local Coastal Program Update.

To identify Oxnard's populations most at risk from climate change stressors, Consultant will use CalEnviroScreen to map environmental health vulnerability. CalEnviroScreen uses 20 indicators to locate communities most burdened by pollution from multiple sources (e.g. water, air, and land) and most vulnerable to its effects, taking into account their socioeconomic characteristics and underlying health status. CalEnviroScreen is used in the state policy arena to determine which census tracts in the state are eligible (as "disadvantaged communities") for the 25 percent set-aside of California Climate Investments from the Greenhouse Gas Reduction Fund.

As noted below, the findings and recommendations from the Vulnerability and Risk Assessment will be incorporated into a CAP chapter on Climate Change Adaptation and Resilience.

1.2 Draft and Final Climate Action Plan

Consultant will draft the City of Oxnard Climate Action Plan by incorporating the GHG emissions components completed for Task 2 (including the baseline GHG inventory, the 2030 and 2050 emissions forecasts, the 2030/2050 targets, the GHG reduction measures), the Climate Change Vulnerability and Risk Assessment completed under Task 1.2, and the Implementation and Monitoring Plan developed under Task 4. The CAP will clearly communicate the City's strategies and actions to the public and guide the implementation of the GHG reduction measures within the community. The CAP will also include a summary of the climate change vulnerabilities presented in the Climate Change Vulnerability and Risk Assessment report. The CAP's informational content will be presented using well-designed tables and graphic elements, making it easy to navigate and understand.

A summary of the CAP's major components is provided as follows:

- An Executive Summary and Introduction that present the key goals and objectives of the Climate Action Plan, summarize the City's GHG inventories and reduction targets, and describe the need for increasing community resilience to climate change hazards.
- A summary of the latest climate change science and a discussion of relevant policies and legislation.
- A summary of the City's relevant General Plan goals and policies.
- The detailed results of the City's GHG inventories and business-as-usual (BAU) forecasts for 2030, 2040, and 2050, and a trends analysis that compares the baseline inventory with the updated inventory and identifies potential reasons for observed changes in emissions for each sector

(i.e., economic growth or contraction, technology and regulatory changes, climatic conditions, differences in methods and datasets, and new emission factors).

- A presentation of the City's business-as-usual forecasts and GHG reduction targets for 2030, 2040, and 2050.
- A presentation of strategies and actions (state, regional, and local) that reduce emissions in the community and for municipal operations, including an accounting of the reductions needed by each sector to achieve the City's 2030 target. A matrix of GHG reduction measures will be provided that includes each measure's GHG reduction potential, cost and co-benefits, and describes the actions and performance indicators needed to track implementation.
- Recommendations and strategies for how best to incorporate GHG reduction efforts and CAP measures into existing City decision making processes and operations.
- An Implementation and Monitoring Plan, as described in Task 4.
- A chapter dedicated to Climate Change Adaptation and Resiliency to include the results of the Climate Change Vulnerability and Risk Assessment completed under Task 1.2. The chapter will include strategies and potential actions to increase resilience to identified risks, and identify potential resources and funding to implement the actions. The chapter will also identify gaps in the City's existing policy structure regarding climate change adaptation, and provide recommendations for revisions or additions to the General Plan policies and building code regulations, to address potential hazards and vulnerabilities. The information will help fulfill the requirements of SB 379 and SB 1035, which stipulate that climate hazards be incorporated into future General Plan Safety Elements and Housing Elements. Potential impacts and complications related to disadvantaged communities will be highlighted.
- Appendices to include:
    - GHG Inventory Report (Task 2)
    - Details of the GHG reduction measure quantification including assumptions and methods used (Task 2)
    - Transportation modeling details (Task 2)
    - Climate Change Vulnerability and Risk Assessment (Task 1.2)
    - Climate Action Plan Consistency Checklist for New Development (if Optional Task 6 is selected).

Task 1 Deliverables:

a. Climate Change Vulnerability and Risk Assessment for the City of Oxnard (Draft for City review and comment, and Final), which can be a standalone document or an Appendix to the CAP.

b. Draft CAP Document for City review and comment. Consultant will supply up to ten (10) copies of the administrative/screen check draft and up to ten (10) copies of the Public Review draft. Consultant assumes the City will provide review of the draft documents using a consolidated set of comments and edits in electronic format.

c. Summary Plan with GHG Reduction Action Matrix (electronic Draft for City review and comment). Thirty (30) printed copies.

d. Ten (10) printed copies of the Final CAP.

Task 1 Assumptions:

e. Vulnerability to sea-level rise will be based on information presented in the Vulnerability Report prepared for the City's Local Coastal Program Update and will not require new analysis. Associated GIS files will be made available to the consultant team.

f. City will provide spatial (e.g., GIS) data with relevant attributes for assets that will be included in the assessment. Consultant has not budgeted field checks of locations nor digitization of paper records.

g. City will provide one consolidated set of comments on the draft deliverables prepared under this task.

Task 2 | GHG Inventory, Quantification, and Reduction Targets

2.1 Prepare Community-wide and Municipal GHG Inventories

Consultant will review the methods used to develop the 2013 EAP's existing municipal and community energy inventories and recommend how to best leverage the existing data in developing a baseline GHG inventory for the City. Consultant will incorporate existing GHG protocols and guidance from relevant agencies. Since the City has a complete energy-related GHG inventory for the year 2013, and the Ventura County Traffic Model is calibrated to the year 2012, recommend completing a comprehensive baseline inventory for 2013 to include emissions from transportation and solid waste, and to also complete an inventory update for the most recent year possible, based on data availability. Since the Ventura County Traffic Model is calibrated to the year 2012, Consultant's team will produce a 2013 inventory and a 2018 inventory update using extrapolation/interpolation from the horizon year of 2040.

Consultant will develop the baseline community GHG inventory using the ICLEI—Local Governments for Sustainability (ICLEI) U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (ICLEI 2012 Protocol). Consultant will supplement this with the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories, prepared by the World Resources Institute, C40 Cities Climate Leadership Group and ICLEI, as needed.

Consultant will develop the baseline municipal inventory using the Local Government Operations Protocol (LGOP) approved by California Air Resources Board (CARB) in 2010, and supplement with updated methods from the ICLEI 2012 Protocol when appropriate. The data sources for the municipal inventory will come directly from the City (e.g., utility data, fleet composition and fuel usage data, waste disposal records, water usage records, and wastewater operations).

Data Collection and Analysis

To facilitate data collection, Consultant will prepare data collection templates so that needed parameters are clearly identified in a format that allows for efficient collection. The templates will streamline the data collection process, maximize the effectiveness of the City's staff resources, and help ensure consistency among the 2013 base year and 2018 updated inventories. Consultant anticipates including the following sources in the updated community inventory. For those sectors marked with an asterisk (*), the accuracy and completeness of emissions estimates will depend on data availability:

a. On-road transportation
b. Off-road transportation
c. Residential energy
d. Commercial/industrial energy
e. Solid waste
f. Wastewater
g. Agriculture
h. Energy used in water conveyance
i. Land-based carbon*
j. Commuter and freight rail*

As Consultant collects data, Consultant will aggregate it and analyze it for gaps, irregularities, and other outliers to ensure that a quality, comprehensive, and reliable dataset is being used. Consultant will document data sources based on inventory sector so that future inventory updates can be completed more efficiently.

For the municipal inventory, Consultant will rely on data provided by the City to support the emissions analyses. These data may include but are not limited to: building energy use, fleet fuel and/or mileage, solid waste generation, transit fleet operations, water delivery, public lighting electricity use, wastewater

treatment plant operations, and employee commute surveys. Consultant assumes the following support from the City:

a. City staff will lead data collection for all sectors of the municipal inventory, and Consultant will provide templates to guide the data collection effort.
b. The City will provide all requested data for 2018 in an agreed-upon format (such as Excel). Data collection will be discussed at the kickoff meeting. When needed, Consultant can assist the City in obtaining and processing datasets.

Consultant will gather as much activity data (e.g., energy use) as we can for the inventories. Where activity data is not available, alternate data sources can be used. These data will be adjusted to meet inventory needs by using scaling factors such as population, employment, or other metrics, as necessary.

Transportation Modeling

For the transportation sector, Consultant will work with subcontractor, Fehr & Peers, to model origin-destination–based VMT using Ventura County Traffic Model, which is validated to the year 2012, incorporates SCAG's 2016 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS), and forecasts future conditions out to 2040. Fehr & Peers will provide VMT data by speed bin for internal-internal, internal-external and external-internal trips for 2013, 2018 (or alternative forecast years). For years not validated in the model (i.e., 2013, 2018), Consultant and Fehr & Peers will develop methods for interpolating or extrapolating VMT from validated model years based on VMT forecast data from available forecast years in consultation with the City as discussed above.[1]

Emissions Quantification

After the data collection process is complete, Consultant will prepare community and municipal GHG inventories for the baseline year 2013 and inventory update year of 2018. Consultant will ensure that (1) all significant and appropriate sources of emissions are included; (2) that the boundaries, assumptions, and methods used to quantify GHG emissions are sufficient for the purpose of climate action planning; and (3) the methods are clear, easily replicable, and allow for future benchmarking to California state-wide emissions and to other counties in the region and across the state. The inventory development process will enable the CAP development team to rank emissions sources according to their contribution and to identify their relative significance in an overall emissions reduction strategy, both for municipal operations and within the community.

Consultant will use Excel workbooks to quantify emission and present the community and municipal GHG inventories for the 2013 base year and 2018. Results will be summarized in a memo that includes assumptions, inventory methods, data sources, and emission trends. The results will be presented so that emissions by sector can be compared across inventory years, and provide a solid foundation for GHG reduction planning.

Consumption-based GHG Inventory

To complement the activity-based community inventory and gain a better understanding of the contribution of consumer behavior to overall GHG emissions, Consultant will aggregate CoolClimate data, available from the UC Berkeley Renewable and Appropriate Energy Laboratory (RAEL), to develop community-wide consumption-based GHG inventories for the City. The data may be supplemented with information gathered at the public workshops and through community surveys (See Task 3). Consultant will aggregate the data from the City's zip codes to determine gross and per capita lifecycle GHG emissions associated with local consumption of transportation, housing, food, consumer goods, and services. The analysis will inform CAP mitigation (GHG reduction) strategies and be useful in illustrating the link between local consumption habits and GHG emissions.

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1 If Fehr & Peers will need to generate synthetic populations and corresponding networks for new forecast years, this would result in additional cost as part of an optional task.

2.2 Emissions GHG Emissions Forecasts and Reduction Targets

Emissions Forecasts

Consultant will collaborate with the City, Fehr & Peers, the Ventura County Transportation Commission (VCTC), and SCAG, as needed, to develop a unified set of socioeconomic data, transportation network and land use targets (population, dwelling units, households, students, and employment) for the inventory years and the forecast years of 2030 and 2050. The socioeconomic data, network and land use will be the basis of the VMT modeling forecasts to be conducted by Fehr & Peers. Consultant will undertake this step to ensure that the City's desired assumptions for growth, if different from SCAG's, are incorporated into the forecasts.[2]

Consultant recommends BAU forecasts be developed for 2030, 2040, and 2050 to span the statewide target years established by EO B-30-15 and EO S-03-05. Consultant will work with the City and stakeholders to select the forecast years, taking into account SCAG's travel demand model, the City's anticipated planning horizon for its upcoming General Plan update, and other considerations. Consultant will develop both a standard BAU scenario that does not account for known state and federal regulations, as well as an adjusted BAU scenario that will account for all known state and federal regulations (see Task 2.4 below). The forecasts will be based on the unified set of socioeconomic and land use forecast assumptions discussed above. This will ensure that the emissions forecasts are consistent with General Plan growth projections for population, housing, and jobs for the City.

Emissions Targets

Local target setting is a critical step that is informed by emissions forecasting, analysis of feasible state, regional, and local reduction strategies, and consideration of planning objectives including the need for CEQA streamlining of future development projects in the City.

Consultant recommends that community-wide 2030 and 2050 GHG targets be consistent with statewide reduction goals as represented by SB 32 (40 percent below 1990 levels by 2030) and by Executive Order S-03-05 (80 percent below 1990). Setting community-wide targets consistent with these goals is a key step toward meeting the requirements of CEQA Guidelines section 15183.5 (b) for a qualified CAP, which will allow new development projects to determine significance under CEQA by assessing their consistency with the CAP. The targets will also consider GHG reductions expected locally from existing and anticipated state and regional programs (discussed in Task 2.4 below) and ultimately align with local planning priorities (e.g., create local jobs).

Fehr & Peers will provide support in selecting appropriate reduction targets for VMT and transportation-related GHG emissions. Fehr & Peers will provide input on VMT reductions necessary to comply with state VMT and GHG reduction goals based on the following:

a. *2018 Progress Report, California's Sustainable Communities and Climate Protection Act*, California Air Resources Board, November 2018.
b. *California Air Resources Board 2018 Scoping Plan-Identified VMT Reductions and Relationship to State Climate Goals*, California Air Resources Board, January 2019.

Fehr & Peers' input will also reflect the potential effectiveness of VMT reduction strategies such as those identified in their recent Net-Zero Building Feasibility analysis with CARB that updated the original research behind the California Air Pollution Control Officers Association (CAPCOA) *Quantifying Greenhouse Gas Mitigation Measures*.

2.3 – Develop Strategies and Programs for GHG Emission Reduction

To achieve the GHG reduction targets developed in Task 2.3, Consultant will develop a roadmap for reducing GHG emissions using measures that can be feasibly implemented. The GHG reduction measures will be informed by the trends observed in the inventories developed under Task 2.1, and by extensive community

2 If any changes are made to the SACOG population and employment forecasts, Fehr & Peers will need to generate a new synthetic population set of inputs for the SACSIM model as an optional task.

and stakeholder engagement as described in Task 3. Consultant will leverage or enhance existing successful programs and add appropriate policies and strategies to ensure the City's future targets are achievable.

Develop Guiding Principles and Co-benefits

The Consultant team will work with the City to develop a set of principles and co-benefits (e.g., local green jobs, resource savings, health benefits, safe communities, "buying local," habitat protections, and climate change resilience) to guide the proposed goals, strategies, and actions in the CAP. Consultant anticipates that the guiding principles and co-benefits will be informed by the community outreach and stakeholder engagement process described under Task 3, as well as the City's existing policies as articulated in the Sustainable Communities Chapter of the Oxnard 2030 General Plan. The principles and co-benefits will emphasize the social, environmental and economic benefits of reducing community GHG emissions, which in turn help justify program expenditures or investments. Costs and benefits will be considered for both the local government and community. An effective CAP should support sustainable land use patterns that foster stronger communities, healthier lifestyles, a locally based economy, and increased resilience to climate change. Recognizing the current planning priorities, we anticipate alignment with health equity principles, to support community access to quality health

Review Existing EAP Measures and Other City Actions

Understanding the effectiveness of the City's EAP measures is integral to the reduction planning and target-setting process for 2030 (and 2050). In consultation with the City, Consultant will identify those policies and measures that are currently effective in reducing energy use (and associated GHG emissions) and those measures that are behind in their implementation, and to the extent possible identify the factors determining action or inaction (e.g., funding or financing, staff resources, community support, etc.).

The 2013 EAP established the City's GHG target goal of 10 percent reduction in electricity and natural gas consumption below the 2005 baseline by 2020. The Consultant team will assess the progress of this goal through the collection of available data from the City on the implementation of the current EAP measures and any contributions to further reduce energy in new construction from the state's Title 24 CALGreen regulations. Consultant will also solicit information about existing local policies and programs through stakeholder engagement conducted in Task 3, and through conversations with the City. Consultant will work with the City to collect as much data as possible regarding measure progress and performance including the City facilities LED lighting retrofit projects expected to reduce 827,000 kWh annually; on-site PV installations on both City buildings and buildings within the community, solar thermal program, water conservation efforts, other energy efficiency upgrades, and solid waste and recycling programs. The Consultant team will identify how measures should be changed to better reflect local conditions and priorities, how implementation feasibility can be improved and where there are redundancies with regional and state measures.

Develop CAP Strategies and Measures

Based on Consultant's review of existing plans and programs, the Consultant team will recommend enhancements to existing EAP programs as well as new reduction measures across all sectors (energy, transportation and land use, solid waste, water) that will further enable achievement of the City's 2030 and 2050 GHG targets. Consultant will evaluate a range of feasible measures in each emissions sector, drawing on tools, ideas and experience from many sources, including ICLEI, the US Conference of Mayors Best Practices for Climate Protection, CoolCalifornia.org, CAPCOA, and our experience developing CAPs for local governments in California and beyond. In particular, Consultant will draw from best practices put forth in exemplary CAPs that are designed to achieve deep GHG reductions out to the year 2030 and beyond. Consultant will consider programs and policies that are both wholly within the City and those that are regional in nature, and that would require collaboration with other jurisdictions and regional organizations.

Although many GHG reduction strategies are most effectively implemented at the local level (e.g., through local ordinances and codes), the City will want to fully leverage effective regional programs, such as those developed by the Ventura County Regional Energy Alliance (VCREA), to achieve the deep GHG reductions required to reach long term targets. Consultant will ensure that such programs are fully leveraged by the CAP.

Many Oxnard residents currently live in Census tracts designated as "disadvantaged communities." As scored by the State using CalEnviroScreen, the most disadvantaged residents of the City are located in eastern and

southern census tracts, as highlighted in red and dark orange in **Figure 2**. These areas tend to have high concentrations of people with low income, high unemployment, low levels of home ownership, high rent burden, poor environmental quality, health sensitivities, and/or low levels of educational attainment. Such factors contribute to greater vulnerability to climate-related risk, a burden typically compounded by having fewer resources to prepare for or recover from the impacts of climate change.

Fortunately, many GHG reduction measures and climate adaptation efforts can bring multiple health and equity co-benefits to Oxnard residents, while addressing the persistent inequities. For example, reducing VMT by increasing safe and accessible walking and bicycling infrastructure can increase physical activity, reduce air pollution, and lower injury collisions. These health co-benefits can produce an array of cascading benefits, including reducing chronic disease, lowering obesity levels, reducing respiratory diseases, and improving mental health.

To incorporate the needs of disadvantaged communities into CAP measures, Consultant will:

> Identify the neighborhoods and areas of the City most vulnerable to climate change and focus outreach efforts on those communities;

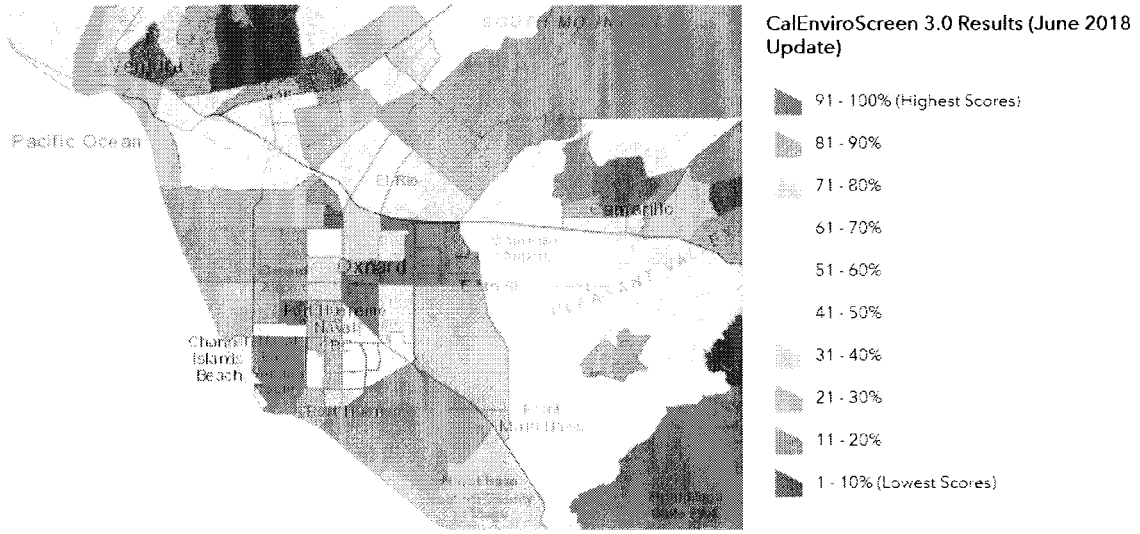
> Incorporate a health and equity assessment of each strategy included in the CAP for emissions reduction and adaptation, and emphasize their public health co-benefits; and

> Identify opportunities for the City to partner with community-based organizations to increase involvement of disadvantaged communities in actions the City is taking to reduce emissions and climate change risks.

CAP Measure Quantification

Based on the review of existing EAP measures and other City sustainability programs conducted above, Consultant will estimate GHG reductions for community and municipal CAP measures for the years 2030 and 2050 using methods and emissions factors consistent with the City's GHG inventories and forecasts.

Figure 2 – CalEnviroScreen 3.0 Results for Census Tracts in Oxnard and Vicinity



State and Regional Measures

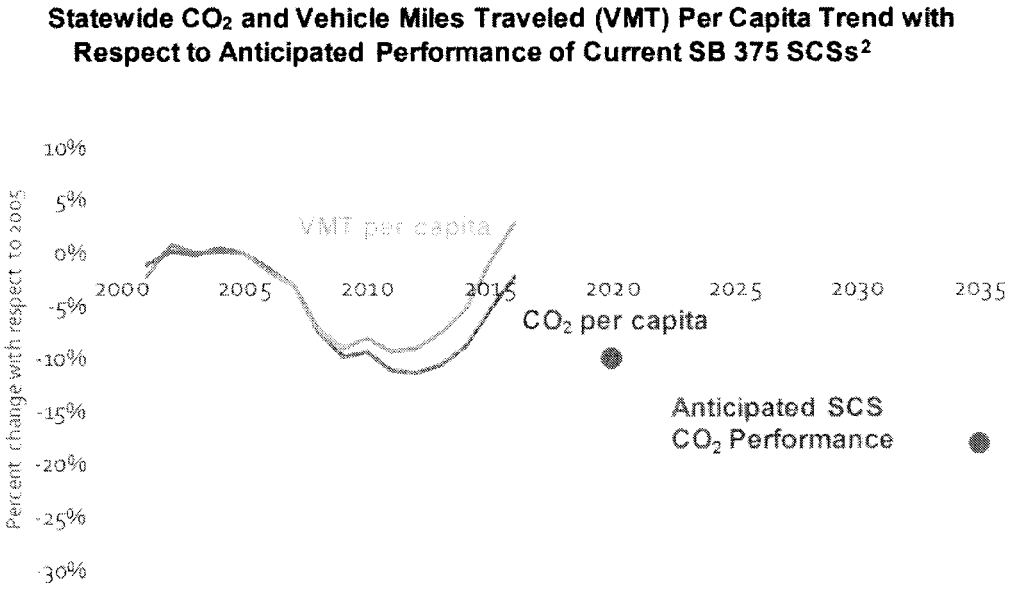
Prior to developing local measures for reducing GHG emissions, it is important to account for the local impact that state and regional measures are expected to have on community GHG emissions. Consultant will adjust the BAU emissions forecasts (Task 1) to account for the expected impacts of foreseeable regional, state, and federal actions, based on the latest information from CARB on the implementation of the AB 32 Scoping Plan. These measures include the Pavley vehicle standards, the state's Renewable Energy Portfolio standards (SB 350), California energy efficiency standards (Title 24), and the early action GHG reduction measures (e.g., vehicle fleet efficiency measures) in the existing Scoping Plan developed by CARB and the state's Climate Action Team (CAT). Regional Measures include SCAG's 2016 RTP/SCS, Ventura County's Electric Vehicle Ready Blueprint, transit enhancements and expansions, and Property Assessed Clean Energy (PACE) programs that are active in the region. Consultant will also incorporate applicable state measures included in the 2017 Climate Change Scoping Plan Update (i.e., 2030 Scoping Plan) and CARB's Short-Lived Climate Pollutant (SLCP) Reduction Strategy as appropriate. This analysis will be conducted to ensure that the GHG reduction potential for all applicable state and regional measures is consistent with the new GHG inventories and BAU forecasts, as prepared under Task 2.

Local Measures

The Consultant team will build from the foundation of locally implemented energy programs we developed for the 2013 EAP to develop a suite of measures across all sectors that enables the City to reach its 2030 target and make substantial progress toward its 2050 target. This will include evaluating current actions that should be updated to better reflect local conditions and priorities and to remove redundancies with state and regional measures. It will also include gathering information about potential additional local measures through stakeholder and public outreach and engagement.

In particular, on-road transportation is likely to be the biggest contributor to the city's GHG emissions, and

Figure 3 – Statewide CO2 and VMT Per Capita Trends with Respect to Anticipated Performance of SB 375 Implementation



Source: CDTFA, U.S.EIA, U.S.EPA, CARB

thus represents the biggest challenge to achieving the deep reductions mandated by the state. Travel patterns in the city are reflective of western Ventura County's relatively low housing costs and relatively long commutes to the jobs-rich areas closer to Los Angeles, as well as unique patterns and seasonal factors related to the city's high employment in the agricultural sector. In addition, the land use pattern in the city and surrounding area is generally low density and creates heavy reliance on vehicle travel. Without changes to land use and development patterns or other investments to transit, bicycling, and walking facilities, VMT is projected to increase with the city's (and region's) population and employment growth. Furthermore, the lack of road pricing in California contributes to high levels of VMT per resident and VMT per worker, especially in lower density communities. Measures that create incentives to take modes other than single-occupancy vehicles can help counter-balance the lack of road pricing in California. As documented in a recent report by CARB,[3] the rate of VMT generation has been increasing in direct contrast to the regional projections from metropolitan planning organizations (MPOs) indicating that VMT per capita would decrease between 2005 and 2035 (see graphic below).

As explained in the CARB report, local agencies have not been willing to make the land use and transportation decisions necessary to achieve the vehicle travel reductions projected by MPOs. This is likely one of the most significant challenges for any local agency CAP. One approach to addressing the connection between land use/development patterns and VMT impact is through the recently adopted SB 743, which incorporates VMT guidelines into the CEQA process for development. This state law goes into effect in July 2020. Our **Optional Task 8** describes how the City of Oxnard can use the CAP process as a means to implement CEQA guidelines related to VMT, thereby linking the VMT impact of development to GHG reduction goals.

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3 CARB, 2018. *2018 Progress Report, California's Sustainable Communities and Climate Protection Act*, November 2018. Available: https://ww2.arb.ca.gov/sites/default/files/2018-11/Final2018Report_SB150_112618_01_ExecutiveSummary.pdf.

Consultant will help the City prioritize GHG reduction measures using a planning-level cost-effectiveness analysis to determine which measures will achieve the greatest GHG reductions and sustainability co-benefits at the least cost to the City and the community. Consultant's cost-benefit analysis will assess financial impacts to the City as well as the anticipated environmental, economic, and social benefits. In consultation with the City, Consultant will identify criteria for evaluating and prioritizing measures, which will include the ability to measure and monitor effectiveness, synergy with existing City and regional plans and policies, public health benefits, potential for outside funding, implementation timeframes and feasibility, expected participation rates, adaptation co-benefits, educational impacts and potential for demonstrating City leadership.

For our CAP projects, Consultant offers an easy-to-use Excel-based tool that facilitates an iterative process with our clients for selecting measures, quantifying GHG reductions, and identifying the level of program success needed for the City to achieve its 2030 and 2050 targets. Consultant will guide the City through the process of identifying and prioritizing measures that reduce GHGs the most while being feasible and cost-effective to implement. This includes comparing emission reductions scenarios by turning measures on/off and adjusting measure participation rates (e.g., percent of existing homes installing solar PV panels) and implementation timelines. Through this iterative process we will incorporate City feedback and refine the GHG analysis and target selection for each future year.[4]

Consultant knows from experience with other CAPs that meeting the ambitious target represented by SB 32 for 2030 requires major commitments and prescriptive actions in the energy and transportation sectors. CAPs that are CEQA-qualified to be consistent with SB 32 typically have deep commitments to green energy (e.g., 100% renewable goals) and aggressive goals for reducing vehicle trips, expanding transit-oriented development, and accelerating the uptake of plug-in electric vehicles (EVs) and other low carbon transportation alternatives. Consultant anticipates that similar strategies will be needed for the City to achieve the 2030 target. For transportation measures in particular, it will be important to consider influencing factors, such as land use plans, requirements for land development, and regional infrastructure investment, the private sector impact on vehicle technology (e.g., EV penetration) and shared mobility (e.g., Uber/Lyft, scooters, bike share), and legislative influence such as SB 375 and SB 743 that change industry requirements in the region. Some of these influences may not be relevant in all parts of Oxnard; it will be important to develop a package of VMT reduction strategies that serve the diverse travel needs in the city.

Task 2 Deliverables:

a. Inventory Data and Methods Memo, including socioeconomic and land use assumptions (Draft for City review and comment, and Final)

b. Municipal Data Collection Template

c. 2013 and 2018 GHG Inventories Report (Draft for City review and comment, and Final)

d. Consumption-based GHG Inventory Report

e. Memorandum with proposed 2030 and 2050 GHG reduction targets (Draft for City review and comment, and Final)

f. City of Oxnard GHG Inventory Report (Draft for City review and comment, and Final), to be attached as an Appendix to the CAP.

g. Existing Policies and Programs Review memo including existing EAP program progress (Draft for City review and comment, and Final).

h. Transportation memo presenting the results of VMT modeling and forecasting (Fehr & Peers)

i. Climate Action Plan Measure Quantification Tool (iterative process as described above).

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[4] Note that planning an emission reduction path to 2050 is inherently speculative because relevant planning documents (e.g., the City's General Plan and CARB's 2017 Scoping Plan) do not extend that far into the future, and there is no accurate way to anticipate future policy, technology, and economic developments. Consultant will quantify GHG reductions for 2050 based on data availability and reasonable assumptions regarding these developments.

j. Matrix and cover memo describing GHG reduction measures, including each measure's GHG reduction potential, anticipated cost and co-benefits (Draft for City review and comment, and Final).

Task 2 Assumptions:

a. City of Oxnard staff will lead data collection for all sectors of the municipal inventory, and Consultant will provide templates to guide the data collection effort.

b. The consumption-based GHG Inventory will be based on the best data publicly available through CoolClimate project; Consultant will not be conducting primary research on the consumption habits of Oxnard residents and businesses, other than through public workshops and surveys as included in our scope of work.

Task 3 | Community Outreach and Facilitation

3.1 Community Outreach and Partnerships Plan

Subcontractor, Kearns & West, will prepare a comprehensive plan that establishes the strategy and actions to effectively involve residents, business owners, and other Oxnard stakeholders in the CAP. Contents will include objectives for public involvement, an assessment of engagement considerations and needs for Oxnard's multi-cultural and multi-language communities, communication channels for disseminating project information and involvement opportunities (including social media), and descriptions of anticipated outreach activities that both the City and consultant team will implement. The plan will have a special partnerships section for highlighting community organizations that have established community connections and could help to widen the circle of involvement. Another important component is a process chart showing the outreach activities timing and integration with the CAP technical and planning steps, clearly showing how input will be used to shape and form recommendations.

The Consultant team will be responsible for delivering specific activities and work products identified under subtasks 3.2 through 3.7. Additional outreach and engagement activities (i.e., charrettes, social media campaigns, presentations and kiosks at community venues and events) may be possible, but the extent of the Consultant's team's involvement with such activities would be determined by the available budget and through consultation with the City as the Community Outreach and Partnerships Plan is developed.

3.2 Branding/Graphic Identity

Consultant will develop a graphic identity template to create a consistent look and feel for all project material and to make project components easily identifiable to interested groups and individuals. This template would be used for the project website and all outreach collaterals to ensure project continuity and consistency. The graphic identity will include a logo, color palette, and document layouts and fonts. This branding could then be used on emails, fact sheets, web pages, press releases and other project materials. Consultant will prepare up to three draft concepts of the logo, and based on the comments on the logo, prepare a draft and final document template.

3.3 Project Website, Informational Materials, and Social Media Content

Consultant will create a CAP project website, to be hosted by the City, to allow interested parties to sign up for an email notification list, view project deliverables, and submit comments and suggestions regarding draft public documents. Consultant would design the user interface and code the site, provide text and graphic content, and maintain links to relevant events and documents as the project progresses. The City may want to have Consultant develop a project website to be hosted by www.MySidewalk.com or a similar platform that can support multiple languages, has built in features such as a project calendar, e-mail list sign-up, data dashboards, interactive maps and geospatial data, moderated discussions, web-based forums, and surveys. The CAP project website can be stand alone or linked to the City's website.

The Consultant team will prepare up to two fact sheets prepared at key milestones in the planning process that explain the process, clarify key concepts, discuss potential choices and the merits of certain

policies/decisions, and present upcoming public outreach activities. The Consultant team will prepare up to five social media announcements to be posted by the City through their established channels.

3.4 City Staff Working Group

Partnering with key city staff from relevant departments, Cumming (subcontractor) will convene a CAP Working Group to inform the CAP goals and targets, and the subsequent implementation plan. The CAP Working Group will be made up of management-level city staff and will be the day-to-day partners of the Consultant team in setting targets, prioritizing adaptation strategies, shaping public engagement surrounding the plan, and ultimately implementing the plan. The working group will be responsible for reviewing key deliverables in an advisory role. The Consultant team will facilitate up to four CAP Working Group meetings to review data and documents and discuss key strategies and assumptions. Summary memos will be prepared following each meeting.

To help ensure a successful implementation, the CAP Working Group will be expected to review progress of the reduction measures and monitor the impacts of the CAP over time, and engage with internal stakeholders and the community to build support for the programs.

3.5 External Stakeholder Working Group

Kearns & West will assist the City by providing strategic guidance on member composition and selection process. Kearns & West will also prepare a document that establishes the working group's charge and role in the process, topics and timeline for each meeting, and expectations for involvement and collaborative process (similar to the foundational document that they prepared for the Oxnard Parks and Recreation Master Plan Advisory Committee process). They will also facilitate up to four working group meetings, including providing input on agenda, discussion activities, and presentation materials in addition to meeting facilitation. The facilitator will also review and provide comments draft meeting summaries prepared by either the City or prime consultant. Summary memos will be prepared following each meeting.

3.6 Public Workshops

Kearns & West, working closely with other members of the consultant team, City staff, and the External Stakeholders Working Group, will plan, facilitate, and summarize results of two workshops. For each workshop (assumed to occur at different points in the process and having different purpose/format) they will prepare a logistics plan that details the objectives for the workshops, the kinds of input to be solicited, notification process and timeline, agenda and discussion activities, floor plan, materials list (including preparation responsibility), and dry run schedule. The workshop format and discussion activities will be selected based on ability to conduct them seamlessly in English and Spanish. A senior facilitator and bilingual outreach specialist will conduct the workshops. Following each round, Kearns & West will prepare a summary that includes synthesis of major input themes. Similar to the workshops that Kearns & West conducted for the Ormond Beach Coastal Restoration and Public Access Plan and the Parks and Recreation Master Plan, the CAP workshops will be designed to be fun, family-oriented, positive, and productive.

3.7 Surveys/Virtual Town Halls

As a complement to in-person workshops and engagement, Consultant anticipates conducting two community surveys using MetroQuest (www.metroquest.com), Social PinPoint (www.socialpinpoint.com), SurveyMonkey, or another online engagement platform to obtain feedback on key issues, opportunities, and strategies. Topics addressed can include: identifying priority co-benefits; gauging support for and prioritizing GHG reduction and climate change adaptation strategies; understanding motivations, opportunities, and challenges to reduction strategies; and understanding top environmental considerations. Consultant has found that online surveys are a great way to encourage many people to participate in the process, but also for Consultant to easily analyze responses by demographics, neighborhood location, and length of tenure in the City.

3.8 City Committees, Planning Commission and City Council Meetings

Consultant team members will prepare for, attend, and present at one meeting with the Planning Commission, two meetings with the City Council, and up to two meetings with City committees. These meetings will serve to engage key City staff, the City commissions and City Council on the development of the Climate Action Plan and CEQA documents. The project team will support City staff to prepare a PowerPoint presentation to summarize the findings within the Climate Action Plan and CEQA Environmental Checklist and the Addendum. The team will assist City staff to prepare staff reports and the City Council Resolution to adopt the Final Climate Action Plan and CEQA document and present the project at the final City Council adoption hearing. The City will be responsible for agenda distribution and noticing.

Task 3 Deliverables:

a. Draft and final Community Outreach and Partnerships Plan, including stakeholder list.

b. Up to three draft logo designs and final logo design

c. Draft and final graphic identity template (draft and final document template).

d. Project website, designed and coded by the Consultant Team

e. Up to two fact sheets (draft and final)

f. Up to five social media announcements.

g. Assistance with creating CAP Working Group made up of key City staff, and convening of up to four meetings, attended by up to two Consultant team members.

h. Assistance with creating External Stakeholder Working Group, and convening of up to four meetings, attended by up to two Consultant team members.

i. Plan, facilitate, and summarize results of two public workshops.

j. Conduct two community surveys.

k. Attendance and presentation 1 Consultant Team member at up to five meetings with City committees (2), Planning Commission (1), and City Council (2).

l. Materials for meetings, including staff reports and PowerPoint presentations.

Task 3 Assumptions:

a. The City of Oxnard is responsible for fees related to meeting facilities, advertising and noticing, and translation of written materials not associated with the two public workshops.

b. The City will create and maintain contact data base.

c. The Consultant team will prepare a draft and final PowerPoint presentation for each meeting (up to 15). Graphic content included in the presentations will be already produced as part of other tasks. No new graphics or maps will be produced.

d. Workshop materials are limited to a two-page fact sheet and materials already produced as part of other tasks. No new poster content will be developed.

e. City staff would be responsible for production of workshop materials.

f. Meetings and community workshops are assumed to be no longer than two hours in length.

Task 4 | Implementation and Monitoring Plan

Consultant will develop a CAP Implementation and Monitoring Plan that includes a timeline for implementation, an outline of administration and staffing needs, financing and budgeting options, roles of key partners, and the anticipated need for public participation. The Implementation and Monitoring Plan will

identify a responsible entity or City department for each CAP measure, along with implementation milestones (e.g., municipal code adopted), schedule of GHG inventory updates, and performance metrics for tracking effectiveness of each CAP measure. Consultant will provide a project review section explaining the use of the Project Consistency Checklist (Optional Task 6) and other requirements of CEQA, and the approach for the City to update the GHG inventory and Climate Action Plan in future years. Consultant anticipates that the Implementation and Monitoring Plan will become a chapter in the CAP or an appendix to the CAP.

If Optional Task 7 to develop the Climate Action Plan Monitoring Tool is included, the CAP Implementation and Monitoring Plan will also include instructions on using the tool to track emission reductions and monitor progress toward the City's reduction targets.

Task 4 Deliverables:

a) Implementation and Monitoring Plan (Draft and Final) to be incorporated as a chapter in the CAP.

Task 5 | CEQA

To adopt the Climate Action Plan means that it must undergo environmental clearance under CEQA. Consultant will prepare the appropriate CEQA document to allow adoption of the Climate Action Plan. At this juncture, Consultant anticipates that the CEQA document for the CAP could most reasonably be an Addendum to the certified General Plan EIR, consistent with CEQA Guidelines Section 15162. This approach is based on Consultant's anticipation that implementation of the Climate Action Plan—specifically the strategies, measures or actions identified therein—would not result in any substantial changes or new or substantially more severe environmental impacts that are identified in that EIR. In general, Consultant anticipates that most environmental effects will be comparable or beneficial to those described in the General Plan EIR, although specific current regulatory guidelines and an updated baseline could result in different effects. However, all final determinations of impact significance will ultimately be based on the drafted CAP and analyses conducted as part of our environmental review.

The Consultant team will prepare an Environmental Checklist for City Staff review that will address each environmental topic under CEQA. It will assess each topic at a level of detail suitable to assess whether implementation of the CAP could potentially trigger preparation of a new or supplemental EIR. Upon City review and approval of the Checklist, Consultant will prepare an Addendum to the EIR, which will briefly summarize the findings of the Environmental Checklist, and will explain the conditions for an Addendum and the City's decision not to prepare a subsequent EIR, pursuant to CEQA Guidelines Section 15162.

A "qualified" CAP has the benefit of providing programmatic CEQA clearance of GHG emissions for future development projects within the jurisdiction of the City. This clearance can help reduce barriers to development by streamlining the CEQA process. When a project is consistent with a CAP that satisfies the criteria in CEQA Guidelines Section 15183.5(b)(1), a lead agency may also presume that the project's GHG emissions are less than significant. The City can save time and resources for policy research, impact analysis and forecasting, and mitigation measure development when working on project-specific environmental documents. A CAP satisfying the criteria in Section 15183.5(b)(1) can also be used to establish consistency with general plans and general plan EIRs. This method of streamlining is a way for lead agencies to reduce project-level environmental review by relying on robust evaluation at the programmatic level.

Task 5 Deliverables:

a. One (1) administrative draft of the Environmental Checklist and the Addendum is assumed. All documents will be submitted in digital format (Word and PDF version). CEQA does not require that the City publish an addendum for public review; therefore, this scope assumes it will deliver to the City up to five (5) printed documents of the final Environmental Checklist and Addendum in addition to digital formats.

b. One (1) final version of the Environmental Checklist and the Addendum

c. Project Consistency Checklist (Draft [1] for City review and comment, and Final)

Task 5 Assumptions:

a. Consultant assumes that the appropriate CEQA document for the CAP will be an Addendum to the certified General Plan EIR, consistent with CEQA Guidelines Section 15162.

Optional Tasks

Optional Task 6 | Climate Action Plan Consistency Checklist for New Development

Consultant will develop a consistency checklist for new development (including both residential and industrial/commercial development) to determine consistency with the CAP and 2030 target for CEQA streamlining purposes. The checklist will be based on the measures that apply to new development in order to be consistent with the 2030 reduction target of the CAP. The checklist can be used use by local agency planning staff to assist in determining a discretionary project's consistency with the CAP. The purpose of the checklist is both to evaluate consistency with the CAP and to facilitate local and regional monitoring as required by CEQA Guideline 15183.5. Discretionary projects that can utilize the checklist to demonstrate consistency with all applicable mandatory local or regional measures in the CAP can conclude that their impacts related to GHG emissions would be less than significant under CEQA because the project would be consistent with a qualified GHG reduction plan under State CEQA Guidelines Section 15183.5.

Consultant will design the checklist to provide clear direction to project proponents and stakeholders as to what is required and what is optional in terms of achieving project consistency with the CAP for 2030. This work will be provided as an appendix to the CAP.

Optional Task 6 Deliverables:

a. Project consistency checklist for new development (for both residential and industrial/commercial development)—Draft and Final.

Optional Task 7 | Implementation Tracking and Monitoring Tool

As described in the Overview section of this proposal, Consultant will develop a custom dashboard tracking and forecasting tool that stores program details, tracks implementation and performance indicators, and measures progress of individual measures in reducing GHG emissions. The tool will allow City staff to enter activity data and participation rate information and calculate GHG emission reductions consistent with the methods, protocols, and emission factors used for the inventories, BAU forecasts, and GHG reduction calculations prepared in Tasks 1, 2 and 3.

The tool will be intuitive, easy to use, well-organized, and accessible to city staff to track implementation and performance indicators and measures over time. It will include a dynamic dashboard with intuitive charts, graphics, and summary information illustrating the progress of the City's GHG reduction efforts. The dashboard will include tables, figures, and summary graphics that can be used in progress reports and presentation templates to illustrate progress toward the 2030/2050 targets, GHG reductions achieved to date, and progress on key performance indicators (e.g., economic, health, and adaptation). Priority features and functions of the dashboard will be coordinated and documented during the scoping process, but will likely contain the City's targets, GHG reductions achieved to date, progress on key performance indicators (e.g., economic, health, and adaptation), co-benefits, and narrative sections for the City to describe progress in key sectors.

7.1 Tool Scoping

As a first step, Consultant will prepare a scoping memorandum to identify the key parameters to incorporate in the tool, outline options for the look of the tool interface, and discuss characteristics of the summary

dashboard. Consultant will incorporate City and stakeholder feedback on the memorandum into the development of the tool to make sure that the tool contains desired functions and capabilities.

7.2 Tool Development

Consultant will initiate requirements gathering and tool design using Excel, which will take data inputs from City staff (such as the number of homes installing solar or performing energy efficiency retrofits in a given year), and calculate GHG emission reductions using the same calculations, emission factors, and assumptions used in the inventories, forecasts, and GHG reduction measure analysis. The tool output GHG emission reductions, performance indicators, and other tracking metrics identified in the scoping memo and through City and stakeholder consultation. The tool will:

1. Have an intuitive, easy-to use interface where City staff can easily enter tracking data.
2. Track priority performance indicators, metrics, and benchmarks of individual measures, including economic, health, and adaptation indicators, and other important parameters identified in the scoping process.
3. Allow for updates to emission factors, growth forecasts, and other factors that are likely to change over time.
4. Allow interactive tracking so that adjustments to the reduction measures can be made during implementation if something is off track and can be easily remedied.
5. Allow for a quantitative assessment of progress toward the 2030 and 2050 targets.
6. Distill complex tracking data to the most useful and important information.

Options for tracking transportation-specific indicators include use of "free" data such as Caltrans Highway Performance Monitoring System reports of VMT that are published annually or use of a subscription to StreetLight data to track VMT (and other important metrics) by month and by year. The StreetLight option is much more expensive but could provide a range of useful metrics for multiple city purposes.

Data required for input into the tool to track measure progress will be clearly identified in the tool and further explained in a user guide, which will be presented to the City during a training session. Following the training, Consultant climate change specialists will serve as a technical resource to City staff to assist with using the tool and tracking GHG reduction progress.

Optional Task 7 Deliverables:

a. Implementation and Monitoring Tool (Draft [1] for City review and comment, and Final).

b. User Guide Documentation and training to City staff on using the tool.

Optional Task 8 – SB 743 Implementation

SB 743 (2013) replaces vehicle level of service (LOS) with VMT for purposes of environmental impact analysis under CEQA. Compliance with the new CEQA Guidelines requires lead agencies to answer the following SB 743 implementation questions:

1. What is the preferred methodology for estimating and forecasting VMT considering that this metric is a required input for air quality, energy, GHG, and now transportation impact analysis in CEQA?
    a. What travel forecasting model will be used to estimate baseline VMT for citywide or regional averages?
    b. How will the lead agency ensure that project-scale VMT analysis is consistent with the methodology used to estimate thresholds?
2. What are the significance thresholds for VMT impacts under 'baseline' and 'cumulative' conditions?
    a. Does the lead agency accept the OPR Technical Advisory recommendation that land use projects and plans within metropolitan planning organization (MPO) areas can achieve a 15 percent reduction in VMT per capita or per worker compared to existing conditions?

    b. Does the lead agency want to establish thresholds that are more protective of the environment and consistent with state GHG reduction goals?
3. Does the lead agency want to take advantage of VMT impact screening?
    a. Will VMT impact screening be allowed for residential and employment land uses based simply on location within a transit priority area (TPA) or low-VMT generating area?
    b. Will screening also be allowed for local-serving retail projects consisting of less than 50,000 square feet?
4. What mitigation does the lead agency consider to be feasible for VMT impacts?
    a. If travel demand management (TDM) is used, how will the lead agency verify its effectiveness over time since many TDM programs are building tenant dependent?

The Consultant team, led by Fehr & Peers, will guide the City through each of the decisions and provide a written guidance document for transportation impact analysis related to the general plan, CAP, land use projects, and transportation projects. Related to the general plan guidance, information will be provided about the use of Section 15183 of the CEQA Guidelines with respect to addressing VMT impacts at the citywide level and providing streamlining for subsequent projects.

RATES AND COSTS EXHIBIT

City of Oxnard CAP Cost Budget
ESA Labor Detail and Expense Summary

		ESA Labor		Cumming	Kearns & West	Fehr & Peers
		ESA Total Hours	ESA Labor Subtotal	Labor	Labor	Labor
Task #	**Task Name/Description**					
1.0	**Climate Action Plan**		$ 56,684	$ 15,000	$ -	$ 2,950
1.1	Climate Change Vulnerability and Risk Assessment	173	$ 26,184	$ 5,000	$ -	$ 2,950
1.2	Draft Climate Action Plan	190	$ 30,500	$ 10,000	$ -	$ -
2.0	**GHG Inventory, Quantification, and Reduction Targets**		$ 70,104	$ 38,400	$ -	$ 22,050
2.1	Prepare Community-wide and Municipal GHG Inventories	251	$ 31,600	$ 9,400	$ -	$ 5,880
2.2	GHG Emissions Forecasts and Targets	47	$ 7,120	$ 2,000	$ -	$ 8,820
2.4	Develop Strategies and Programs for GHG Emission Reduction`	234	$ 31,384	$ 27,000		$ 7,350
3.0	**Community Outreach and Facilitation**		$ 41,286	$ 18,500	$ 36,750	$ -
3.1	Community Outreach and Partnerships Plan	10	$ 1,840	$ 1,000	$ 4,410	
3.2	Branding/Graphic Identity	22	$ 3,048	$ -	$ -	$ -
3.3	Project Website, Informational Materials, and Social Media Content	64	$ 9,318	$ 1,500	$ -	$ -
3.4	City Staff Working Group	22	$ 4,272	$ 8,000	$ -	$ -
3.5	External Stakeholder Working Group	20	$ 3,840	$ 2,000	$ 11,760	$ -
3.6	Public Workshops	36	$ 6,896	$ 4,000	$ 20,580	$ -
3.7	Surveys/Virtual Town Halls	18	$ 2,664	$ -	$ -	$ -
3.8	City Committees, Planning Commission and City Council Meetings	48	$ 9,408	$ 2,000	$ -	$ -
4.0	**Implementation and Monitoring Plan**	73	$ 10,280	$ 5,000	$ -	$ -
5.0	**CEQA**	146	$ 21,486	$ -	$ -	$ -
Total Hours		1,354				
Total Labor Costs			**$ 199,840**	**$ 76,900**	**$ 36,750**	**$ 25,000**

Subtotal ESA Labor Cost	**$ 199,840**			
ESA reimbursable travel, materials, equipment	$ 1,500			
Printing	$ 4,000			
Subtotal ESA Reimbursable Expenses	**$ 5,500**			
Subcontractor Labor Cost	**$ 138,650**			
Subcontractor Markup cost (waived)	**$ -**			
Subcontrator Reimbursable Expenses (workshop materials; travel)	**$ 5,500**	$ 1,500	$ 3,500	$ 500

BASE PROJECT TOTAL	**$ 349,490**

Base Project Cost by Firm	ESA	Cumming	Kearns & West	Fehr & Peers
	$ 205,340	**$ 78,400**	**$ 40,250**	**$ 25,500**

	Optional Tasks - Initial Cost Estimates	ESA	Cumming	Kearns & West	Fehr & Peers
6.0	Climate Action Plan Consistency Checklist for New Development	$ 13,000			
7.0	Implementation Tracking and Monitoring Tool	$ 20,000	$ 3,000		$ 3,000
8.0	Implement SB 743	$ 2,000			$ 18,000
	Additional In-person Meetings (per)	$ 3,000			
		$ 38,000	**$ 3,000**		**$ 21,000**

OPTIONAL TASKS TOTAL	**$ 62,000**
TOTAL WITH OPTIONAL TASKS	**$ 411,490**

ESA Team

Title	Rate per Hour
Project Director	$216
Project Manager	$216
Program Manager	$216
Senior Managing Associate	$186
Managing Associate	$176
Deputy Project Manager	$176
Senior Associate	$156
Associate III	$128
Project Technician III	$125
Associate II	$118
Associate I	$103
Project Technician II	$103

SCHEDULE OF SERVICES EXHIBIT

	Task	2020										2021							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1.0	**Climate Action Plan**																		
1.1	Climate Change Vulnerability and Risk Assessment																		
1.2	Draft Climate Action Plan																		
2.0	**GHG Inventory, Quantification, and Reduction Targets**																		
2.1	Prepare Community-wide and Municipal GHG Inventories																		
2.2	GHG Emissions Forecasts and Targets																		
2.3	Develop Strategies and Programs for GHG Emission Reduction																		
3.0	**Community Outreach and Facilitation**																		
3.1	Community Outreach and Partnerships Plan																		
3.2	Branding/Graphic Identity																		
3.3	Project Website, Informational Materials, and Social Media Content																		
3.4	City Staff Working Group			●				●				●				●			
3.5	External Stakeholder Working Group				●			●			●				●				
3.6	Public Workshops						●				●								
3.7	Surveys/Virtual Town Halls					●				●									
3.8	City Committees, Planning Commission and City Council Meetings			●				●			●					●			●
4.0	**Implementation and Monitoring Plan**																		
5.0	**CEQA**																		
	Project Management Meetings	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
OPTIONAL TASKS																			
6.0	**Climate Action Plan Consistency Checklist for New Development**																		
7.0	**Implementation Tracking and Monitoring Tool**																		
8.0	**SB 743 Implementation**																		

● key meetings and workshops

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

12/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No._____** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

REQUEST FOR BUDGET APPROPRIATION

Department: Community Development **Date:** February 25, 2020

Project/Program Manager: Kathleen Mallory **Phone:** 385-8370

Reason for Appropriation:

Appropriate General Plan Maintenance fee revenue to the Climate Action Plan project.

Accounts and Descriptions		**AMOUNT**
Fund: GENERAL FUND (101)		
Expenditures/Transfers Out		
CLIMATE ACTION PLAN (19IN03)		
101-4101-804.8209	SERVICES - OTHER PROF/CONTRACT	90,000
	Sub-total Expenditures	90,000
	Net Change to Fund Balance	**(90,000)**
	Net Appropriation Change	**90,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

SBA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

City of Oxnard Climate Action Plan

Jeffrey Lambert, Community Development Director
Kathleen Mallory, Planning & Sustainability Manager
Community Development Department

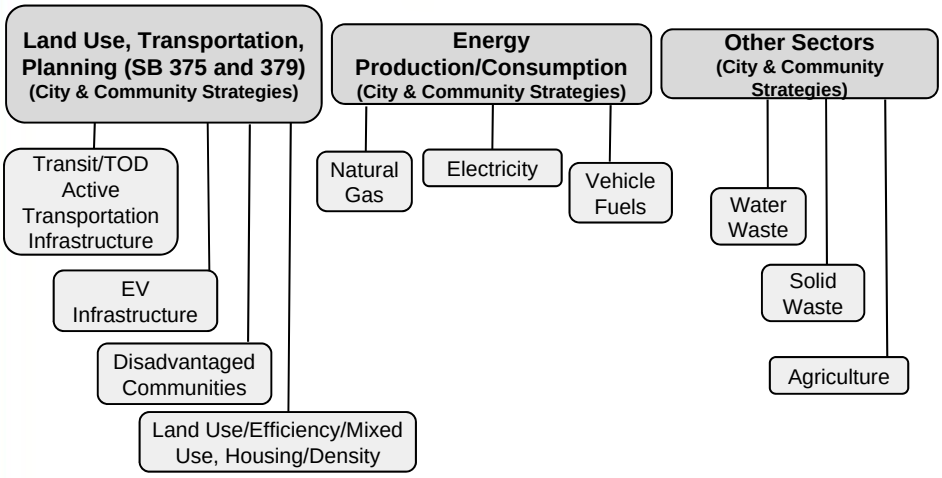
Housing and Economic Development Committee
February 25, 2020

What is a CAP?

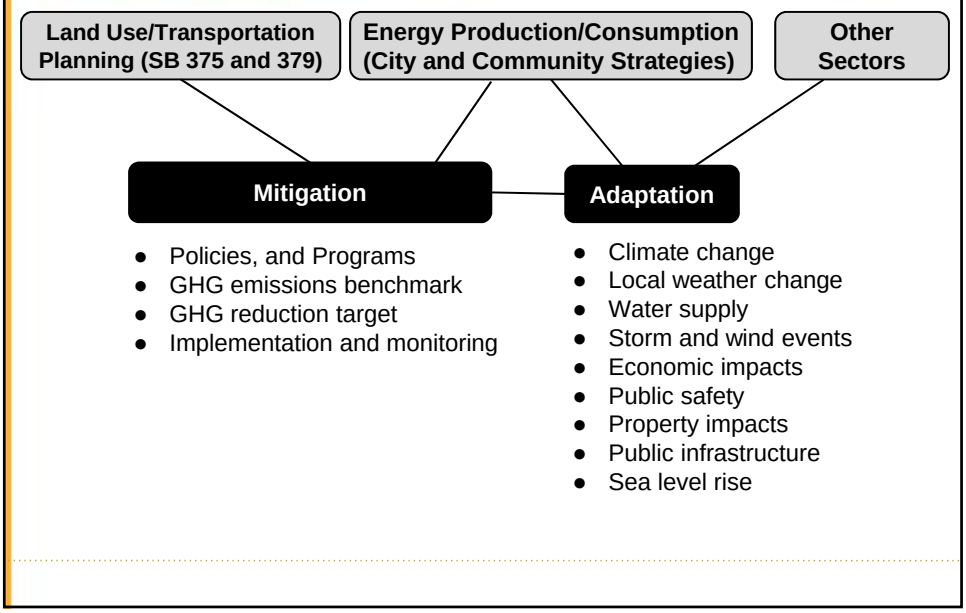
Why is it important to have a Climate Action Plan?

- Establish cohesive sustainability strategies, implementation measures, and metrics for measuring progress and success;
- Identifies ways communities will respond to sustainability mandates;
- Identified/explains community's climate challenges and opportunities; describe trade-offs/choices in pursuing climate and greenhouse gas (GHG) reduction goals;
- Serve as a mechanism to develop the City's sustainability initiatives, strategies and plans;
- Demonstrate how City will adapt and improve its resilience to current and future climate hazards;
- Creates policies to address disadvantaged communities; and
- Outlines wider social, environmental, and economic benefits due to implementation; improves distribution of these benefits throughout the city's population.

Oxnard Climate Adaptation Action Plan (CAAP)



Oxnard Climate Adaptation Action Plan (CAAP)



Background

- January 2019: City Council approved the appropriation of $350,000 for the City's Climate Action Plan (CAP).
- CAP provides the framework for how the City will reduce greenhouse gas emissions.
  - Identifies how the City will address the impacts of climate change on public health, infrastructure, ecosystems, and public spaces in the community.
- CAP will feature health equity and climate justice, consistent with the City's Sustainable Community (SC) Element of the General Pan (Chapter 2), SC-1.3 and all other relevant General Plan climate policies.

Background (continued)

- October 2019: Request for proposals distributed;
  - City received five responsive bids.
- ESA unanimously selected by evaluation committee
- Contract total of $411,490 ($350,000 previously appropriated)
  - Cost of the agreement is $349,490 over a two-year period.
  - Additional $62,000 in optional tasks.
    - Would be funded by a future grant or General Plan Maintenance Fee, which will be requested for appropriation at an upcoming City Council meeting.
- CAP work will assist in developing the 2045 General Plan

CAP Scope

- **Climate Change Vulnerability and Risk Assessment**
  - Assessment to address climate change hazards:

Higher Temperatures	Extreme Precipitation Events
Rising Sea Levels	Cascading Impacts of Flood
Drought	Fire Risk

- Adaptation strategies to reduce risks.

CAP Scope (continued)

- **Greenhouse Gas Inventory, Quantification, and Reduction Targets**:

  Update to City approved 2013 Energy Action Plan (EAP). Will look at municipal and community energy inventories; baseline Greenhouse Gas inventory for the City.

- **Community Outreach and Facilitation** - Engagement with residents, business owners, and other Oxnard stakeholders. Outreach will be to multicultural and multilingual communities,
  - Branding/graphic identification, project website, social media announcements, and web based informational materials.

CAP Scope (continued)

- **Implementation and Monitoring Plan** - schedule of GHG inventory updates, and performance metrics for tracking effectiveness of each CAP measure.

  California Environmental Quality Act (CEQA) - CEQA review.

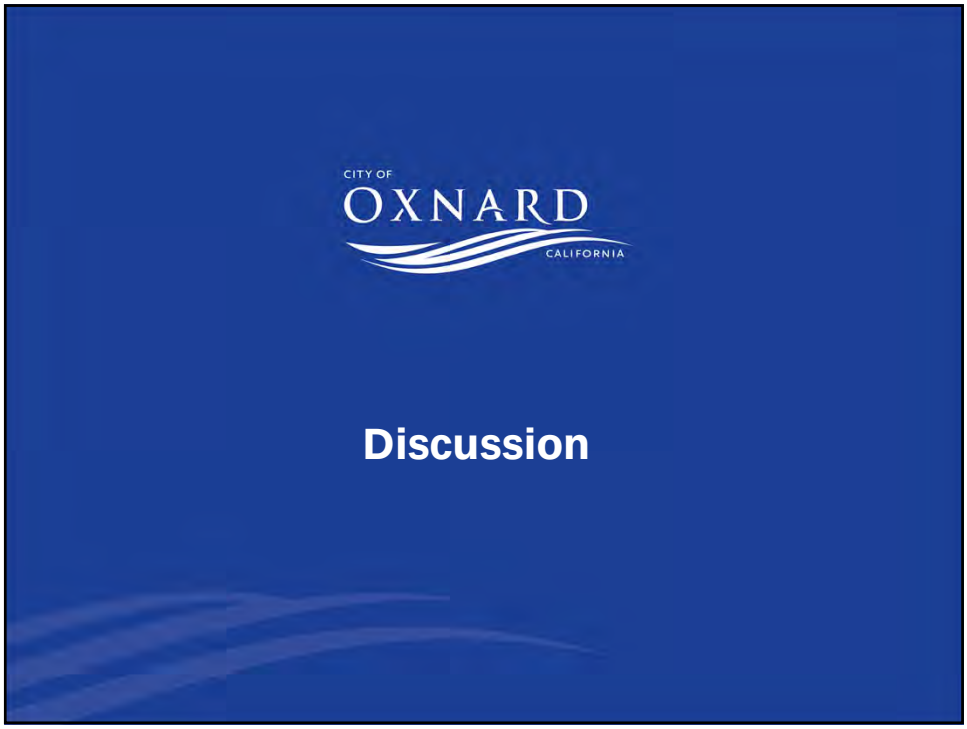
  - Programmatic CEQA clearance of GHG emissions for future development projects within the jurisdiction of the City.

- **Optional Elements**: CAP Consistency Checklist for New Development and Implementation Tracking and Monitoring.

Recommendation

That the Housing and Economic Development Committee recommend City Council approve:

1) Agreement #8882-20-CD with Environmental Science Associates (ESA), Inc. for the preparation of the City's Climate Action Plan in the not to exceed amount of $411,490; and
2) The appropriation of $90,000 of General Plan Maintenance Fee funds for the contract and related staff time.


CITY OF
OXNARD
CALIFORNIA
Discussion