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

**AMENDED AGENDA**

Sections B, C, & M Removed (No Closed Session & Public Hearing)

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

February 16, 2021

**Appointment Items - 5:00 PM**

**Regular Meeting - 6:00 PM**

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 2:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Financing Authority and Successor Agency.

B. APPOINTMENT ITEMS (5:00 PM)

1. Information Technology Department

SUBJECT: Oxnard 311 - Performance Update Report. (0/15/15)

RECOMMENDATION: That the City Council receive an update on the fourth year (and first half of year 5) performance of the Oxnard 311 Constituent Relationship Management System.

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

Legislative Body: City Council

Contact: Raja Bamrungpong, (805) 385-7554

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

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

C. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

D. CEREMONIAL ITEMS

1. SUBJECT: Oath of Office for City of Oxnard District 2 Council Member Appointee

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. City Manager Department

   SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

   RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

   Legislative Body: City Council

   Contact: Alexander Nguyen, (805) 385-7430

2. City Manager Department

   SUBJECT: Update on the code-enforcement and corn-vendor incident in South Oxnard. (10/5/5)

   RECOMMENDATION: That the City Council receive and file an update from the City Manager.

   Legislative Body: City Council

   Contact: Alexander Nguyen, (805) 385-7430

G. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

H. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION/CONSENT AGENDA

1. Community Development Department

SUBJECT: Fourth Amendment to Agreement #7690-16-DS with Rincon Consultants for On-Call Planning and Permit Processing Services.

RECOMMENDATION: That the City Council approve the fourth amendment to Agreement #7690-16-DS with Rincon Consultants (Rincon) for on-call planning and permit processing services in the amount of $300,000, bringing the total agreement cost to $1,650,000.

(Community Services, Public Safety, and Housing & Development Committee approved 2-0;Council member Madrigal was absent.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

2. Public Works Department

SUBJECT: Amendments to General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services.

RECOMMENDATION: That the City Council authorize the Mayor to execute the following Amendments for general on-call geotechnical soils and material testing, laboratory services and inspection services:

1. First Amendment to Agreement A-8078 with Fugro USA Land, Inc., to increase the contract by $100,000 for a new contract value amount of $350,000 and extend the term date to December 31, 2021;
2. First Amendment to Agreement A-8079 with Leighton Consulting, Inc., to increase the contract by $100,000 for a new contract value amount of $350,000 with a term date of December 31, 2021; and
3. First Amendment to Agreement 8256-18-PW with Twining, Inc., to increase the contract by $100,000 for a new contract value amount of $350,000 with a term date of December 31, 2021.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

3. Police Department

SUBJECT: Amendment to Agreement 8233-18-PO to extend *LexisNexis Accurint* investigative software use.

RECOMMENDATION: That the City Council approve a five year amendment to agreement 8233-18-PO for the extension of the Accurint Virtual Crime Center Solution investigative software service from LexisNexis in the amount of $39,546 annually.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

4. Public Works Department

SUBJECT: Amendments to On-Call Professional Services Agreements.

RECOMMENDATION: That the City Council authorize the Mayor to execute the following Amendments for on-call engineering and construction management services, including for example for Campus Park Activation and Central Park Fountain Control Room Renovation Projects as well as several Water and Wastewater capital improvement projects:

1. First Amendment to Agreement A-8154 with Kennedy/Jenks Consultants, Inc. to increase the contract by $400,000 for a new contract value amount of $1,150,000 with a term date of September 3, 2022; and
2. Fourth Amendment to Agreement 8231-18-PW with M6 Consulting Inc. to increase the contract by $200,000 for a new contract value amount of $650,000 and extend the term to February 28, 2022.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

5. City Manager Department

SUBJECT: First Amendments to Federal and State Lobbyist Agreements and Resolution on Legislative and Court Opinion Advocacy Letters.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a First Amendment with HROD, Inc, John R. O'Donnell (A-8049) for federal lobbyist services for an increase of $196,200 for a total contract amount not to exceed $392,400 beginning January 14, 2021, through January 13, 2024;
2. Approve and authorize the Mayor to execute a First Amendment with Michael J. Arnold and Associates, Inc. (A-8050) for state lobbyist services for an increase of $48,000 for a total contract amount not to exceed $288,000 beginning January 14, 2021, through January 13, 2024; and
3. Adopt a resolution authorizing the City Manager in consultation with the Mayor and Mayor Pro Tem to prepare and to execute advocacy letters on the City's behalf to the State and federal government and authorizing the City Attorney in consultation with the Mayor and Mayor Pro Tem to prepare and to execute court publication or depublication advocacy letters on the City's behalf.

(Finance and Governance Committee approved 2-0)

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

6. Cultural & Community Services Department

SUBJECT: Agreement No. 9084-20-LI with SirsiDynix for for the Integrated Library System Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a five-year agreement (9084-20-LI) with SirsiDynix for $259,638.00.

(This Item did not originate in Committee)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

7. Public Works Department

SUBJECT: Purchase Order to King Lee Chemical Company for Clean-in-Place Chemicals for the Reverse Osmosis Desalter Facility.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order #7961 with King Lee Chemical Company in the amount not to exceed $118,734.45 for a three-year term ending February 28, 2023 for clean-in-place chemicals for the Reverse Osmosis Desalter Facility.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Agreements for Consulting Services for Wastewater and Recycled Water Treatment Process Support.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute agreements for the following wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount not to exceed $100,000 for a three-year term ending February 16, 2024;
2. Agreement A-8284 with MV Engineering, LLC, in the amount not to exceed $125,000 for a three-year term ending February 16, 2024;
3. Agreement A-8285 with GHD, Inc., in the amount not to exceed $100,000 for a three-year term ending February 16, 2024;
4. Agreement A-8286 with KEH Group, Inc., in the amount not to exceed $100,000 for a three-year term ending February 16, 2024;
5. Agreement A-8287 with Kennedy/Jenks Consultants, Inc., in the amount not to exceed $175,000 for a three-year term ending February 16, 2024;
6. Agreement A-8288 with Separation Processes, Inc., in the amount not to exceed $125,000 for a three-year term ending February 16, 2024; and
7. Agreement A-8289 with Carollo Engineers, Inc., in the amount not to exceed $175,000 for a three-year term ending February 16, 2024.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. City Attorney Department

SUBJECT: Bridge Jumping Ordinance Adoption.

RECOMMENDATION: That the City Council adopt Ordinance No. 2996 adding Article XXIII to Chapter 7 of the Oxnard City Code prohibiting bridge jumping.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

K. REPORTS

1. City Treasurer

SUBJECT: Quarterly Investment Report for the period ending December 31, 2020. (0/5/5)

RECOMMENDATION: That the City Council receive and file the quarterly investment report.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/f0VaK2mr1pY

Legislative Body: City Council

Contact: Phillip Molina,

2. Fire Department

SUBJECT: Authorization to submit six (6) grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for $2,801,000 for the purpose of purchasing an Aerial Apparatus (Ladder Truck), gym equipment, and wellness training, Paramedic Certifications, medic monitors, Automated External Defibrillators (AED), Tactical Emergency Medical Services (TEMS) training and equipment, and handheld radios.

RECOMMENDATION: That the City Council adopt a resolution:

1. That ratifies the submission of six (6) grant applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for $2,801,000, including a 10% local match, for the purpose of purchasing an aerial apparatus, gym equipment, wellness training, Paramedic Certifications, medic monitors, AEDs, TEMS training and equipment, and handheld radios;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2021-2022 for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/EP0IT2looTs

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7708

3. Public Works Department

SUBJECT: Agreement for Construction Management Services for the Oxnard Wastewater Treatment Plant Reliability Improvement Project PW 20-102. (0/5/5)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8281 with Kennedy/Jenks Consultants, Inc. in the amount of $3,279,704 for construction management services for the OWTP Reliability Improvement Projects; and
2. Approve $327,970 for Project contingency for construction management services for the OWTP Reliability Improvement Projects.

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

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Adoption of the Parks and Recreation Master Plan. (0/10/10)

RECOMMENDATION: That the City Council approve a resolution adopting the Parks and Recreation Master Plan (Master Plan).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/GAW519jDJsc

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**APPOINTMENT ITEMS (5:00 PM)**
**AGENDA ITEM NO. B.1**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Raja Bamrungpong, Interim Information Technology Director, (805) 385-7554, raja.bamrungpong@oxnard.org

**SUBJECT:** Oxnard 311 - Performance Update Report. (0/15/15)

## RECOMMENDATION

That the City Council receive an update on the fourth year (and first half of year 5) performance of the Oxnard 311 Constituent Relationship Management System.

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

## BACKGROUND

Oxnard 311 is the City's constituent relationship management (CRM) software, which allows residents within the City to report a variety of issues using the mobile phone application or website. During the first four and a half years of availability, the Oxnard 311 mobile app has been downloaded by 8,130 residents and has been used to process approximately 70,672 service requests. The Oxnard 311 system allows residents to see live updates, track the statuses of their requests, and communicate directly to staff through in-app messaging. The Oxnard 311 system empowers resident guardianship and involvement in the community while increasing transparency and accountability of City staff.

## DISCUSSION

The Oxnard 311 system completed its fourth full year of service at the end of April 2020. The following discussion focuses on performance trends and metrics from each full service year (May through April) and the first half of service year 5 (May through October 2020).

### 1. Application Downloads

The Oxnard 311 system has grown each year in the number of Oxnard residents that are submitting service requests through the mobile application and website. The vast majority of requests are submitted through the free mobile application. As such, the application downloads are a reliable metric for system growth.

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) | Total |
|---|---|---|---|---|---|---|
| **Downloads** | 2,139 downloads | 1,995 downloads (6.7% decrease compared to | 2,151 downloads (7.8% increase compared to | 1,485 downloads (30.9% decrease | 360 downloads (52% decrease compared to year four if first half | 8,130 downloads |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | year one) | year two) | compared to year three) | trends continue for year five) | |

**2. Requests Submitted**

In the first four and a half service years, the Oxnard 311 system has also increased in the number of service requests submitted. This steady increase per service year in the number of requests submitted reflects a growing user base.

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) | Total |
|---|---|---|---|---|---|---|
| **Requests Submitted** | 7,900 requests submitted | 15,435 requests submitted (95% increase compared to year one) | 17,704 requests submitted (14% increase compared to year two) | 18,784 requests submitted (6% increase compared to year three) | 10,877 requests submitted (16% increase compared to year 4 if trends continue for second half of year five) | 70,672 requests submitted |

**3. Performance Evaluation**

There are 20 request types available to the public through the Oxnard 311 system. Staff from various departments in the City are involved in the Oxnard 311 system, which allows requests to be assigned to the correct person who has the appropriate skills/knowledge and is responsible for the required work to complete the request.

The following section covers performance statistics for each of the 20 request types. Each request type is presented in descending order by the total number of requests. Beyond number of requests, staff identified for each request type the percentage of requests completed on time, service level goal per year, and average completion time per year. Please note the 311 app has database issues that City staff is working to resolve with the company, so some of the average completion times have a margin of error, also noted below. In all cases, "days" refers to City working days and does not include weekends. The performance information is also summarized in the table at the end of this section of the report.

**A. Illegal Dumping**

Total number of requests in the first 4.5 years: 24,614 (34.8% of all requests)

Percentage of requests completed on time: 66.5%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 3 days | 3 days | 3 days | 3 days | 3 days |
| **Number of Requests** | 2,371 | 5,470 | 6,433 | 6,556 | 3,784 |
| **Average** | 4.4 days (delayed by 46.7% over service goal) | 8.6 days (delayed by 186.7% over service goal) | 2.7 days (exceeded service goal by 10%) | 5.5 days (delayed by 84.8% over service goal) | 5.4 days (delayed by 80.8% over service goal) |
| **Margin of Error** | 4.2% | 4.3% | 11.6% | 9.9% | 0.3% |

Performance issues experienced during service year two (8.6 days average completion time) were attributed to the then-current staffing levels, including an insufficient number of employees licensed to drive the larger vehicles used to pick up

bulky items such as refrigerators or couches. Additional Environmental Resources staff members were hired to specifically focus on illegal dumping requests. The benefits of these additional hires are shown in the third year performance, when requests were completed in time that exceeded the service level goal by 10%. However, performance fell again in the fourth year and first half of the fifth year (5.5 and 5.4 days average completion time, respectively), which were below the three-day goal. The COVID-19 related stay at home order had a large impact on overall performance, as staff availability was reduced significantly. Before the stay at home order was implemented, staff was completing illegal dumping requests within an average of 2.4 days, exceeding the service level goal by 27%. The average performance during the stay at home order fell to 30.1 days, reducing the overall average.

There are additional factors that contribute to the slower response time. Even outside of the stay at home order, staffing shortages in the Environmental Resources Division have been exacerbated by COVID-19. Illegal dumping on private property and illegal dumping related to the homeless crisis involves processes that must be coordinated with Code Enforcement and the Police Department and require more time. There is an increase in the number of homeless encampments Citywide but not necessarily a parallel increase in the amount of resources to tackle these 311 requests. Finally, the rental of special equipment is often required for the removal of illegal dumping and encampments, and such rentals take extra time. We are awaiting a proposal from Public Works on how to improve this.

**B. Graffiti**

Total number of requests in the first 4.5 years: 16,263 (23.0% of all requests)

Percentage of requests completed on time: 93.1%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 3 days | 3 days | 3 days | 3 days | 3 days |
| **Number of Requests** | 1,840 | 2,971 | 3,994 | 4,832 | 2,626 |
| **Average** | 1.7 days (exceeded service goal by 43.3%) | 1.1 days (exceeded service goal by 63.3%) | 1.8 days (exceeded service goal by 40%) | 2.0 days (exceeded service goal by 32.4%) | 2.4 days (exceeded service goal by 21.4%) |
| **Margin of Error** | none | 0.03% | none | none | none |

Public Works staff dedicated to removing graffiti on public property and Code Enforcement staff working with owners of private property with graffiti have both consistently met their service level goal. In year 4, even though staffing was cut significantly in the City's Graffiti Action Program (GAP), staff has been able to keep its graffiti on public property response time down by transferring graffiti removal in parks to the Parks Division and by terminating a graffiti removal contract in unincorporated areas of the County in which the City was not being fully reimbursed.

**C. Abandoned Vehicles**

Total number of requests in the first 4.5 years: 7,559 (10.7% of all requests)

Percentage of requests completed on time: 85.1%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 14 days | 14 days | 14 days | 14 days | 14 days |
| **Number of Requests** | 700 | 1,671 | 1,774 | 2,073 | 1,341 |

| | | | | | |
|---|---|---|---|---|---|
| **Average** | 12.2 days (exceeded service goal by 12.9%) | 9 days (exceeded service goal by 35.7%) | 9.3 days (exceeded service goal by 33.6%) | 9.9 days (exceeded service goal by 29.4 %) | 9.5 days (exceeded service goal by 32.4%) |
| **Margin of Error** | none | none | none | none | none |

Staff from Traffic Enforcement and Code Enforcement are assigned abandoned vehicle requests on public and private property, respectively. Staff from both of these divisions have consistently met their service level goal.

**D. Overgrown Landscape**

Total number of requests in the first 4.5 years: 3,589 (5.1% of all requests)

Percentage of requests completed on time: 65.6%

| | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5 (First Half)** |
|---|---|---|---|---|---|
| **Goal** | 60 days | 60 days | 60 days | 60 days | 60 days |
| **Number of Requests** | 313 | 891 | 902 | 898 | 580 |
| **Average** | 73.7 days (delayed by 22.8% over service goal) | 92.5 days (delayed by 54.2% over service goal) | 75.1 days (delayed by 25.2% over service goal) | 36.7 days (exceeded service goal by 38.8%) | 27.3 days (exceeded service goal by 54.5%) |
| **Margin of Error** | none | 0.1% | none | none | none |

Public Works Parks Division staff cited staffing levels in the past as the main reason for performance issues that were preventing staff from completing requests within the service level goal time. Public Works has made improvements on how it uses the County's work release crews to address overgrown landscaping (including for 311 requests). The division has also developed a 311 crew with dedicated staff assigned to 311 requests. The Parks Division has implemented a monthly mowing schedule for the parks. Staff will continue to make improvements to address inefficiencies, but are restricted with limited staff and equipment.

**E. General Questions**

Total number of requests in the first 4.5 years: 2,994 (4.2% of all requests)

Percentage of requests completed on time: 52.6%

| | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5 (First Half)** |
|---|---|---|---|---|---|
| **Goal** | 15 days | 15 days | 15 days | 15 days | 15 days |
| **Number of Requests** | 413 | 668 | 709 | 742 | 461 |
| **Average** | 41.5 days (delayed by 176.7% over service goal) | 45.9 days (delayed by 206% over service goal) | 42.2 days (delayed by 181.3% over service goal) | 30.7 days (delayed by 104.7% over service goal) | 16.2 days (delayed by 7.9% over service goal) |
| **Margin of Error** | 0.2% | 0.1% | none | none | none |

This category is a catch-all so residents can submit requests that otherwise do not fit into one of the existing categories.

Sample submissions include loud music, fireworks, dogs barking, trash or furniture in the alleyways, and broken playground equipment in parks. Staff responsible for this category often receives a request and reassigns it to the appropriate staff in another department, which delays the process. Staff continues to work on speeding up the reassigning process and have made significant progress in service year four and the first half of service year five.

**F. Potholes**

Total number of requests in the first 4.5 years: 2,959 (4.2% of all requests)

Percentage of requests completed on time: 38.6%

| | Year 1 | Year 2 (First Half) | Year 2 (Second Half) | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|---|
| **Goal** | 150 days | 15 days | 30 days | 30 days | 35 days | 35 |
| **Number of Requests** | 592 | 382 | 260 | 717 | 759 | 245 |
| **Average** | 73.3 days (exceeded service goal by 51.2%) | 110.6 days (delayed by 637% over service goal) | 118.6 days (delayed by 295% over service goal) | 81.7 days (delayed by 172.2% over service goal) | 100.1 days (delayed by 186.1% over service goal) | 56.5 days (delayed by 61.4% over service goal) |
| **Margin of Error** | none | none | none | none | none | none |

Public Works Streets Division staff has cited staffing levels as the main reason for performance issues. Limited Street Division staff has to alternate between work on potholes and sidewalk repair requests, which further decreases the amount of time that can be spent focused on pothole inspections and repairs. Additionally, the average Pavement Condition Index (PCI) for City alleys is 24. (PCI is a numerical index between 0 and 100, where 0 is the worst possible condition.) Short term repairs, such as individual pothole patching, does not fix the underlying problem of poor street or alley condition. Many of the alleys need paving over the entire length.

Staff requested, and was granted, a performance goal extension from 30 days to 35 days at the start of service year four to more accurately reflect the workflow related to pothole repairs. Now staff is requesting additional personnel who could be dedicated fulltime to pothole repairs, funds to pave the alleys in the worst conditions, and funds for a modern work order system that allows staff to better capture the details of the work and to assign work more efficiently. These requests will be accompanied by an actual plan.

**G. Sidewalk Repair**

Total number of requests in the first 4.5 years: 1,897 (2.7% of all requests)

Percentage of requests completed on time: 50.1%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 60 days | 60 days | 60 days | 60 days | 60 days |
| **Number of Requests** | 241 | 687 | 410 | 427 | 137 |
| **Average** | 116 days (delayed by 93.3% over | 121.9 days (delayed by 103.2% over | 58.7 days (exceeded service goal by 2.2%) | 65.3 days (delayed by 8.8% over service | 30.1 days (exceeded service goal by 49.9%) |

| | | | | | |
|---|---|---|---|---|---|
| | service goal) | service goal) | | goal) | |
| **Margin of Error** | none | none | none | none | none |

Public Works Streets Division staff has improved its response to this type of complaint over the past year and a half and is now meeting or within 9% of meeting the service level goal. Currently, the City has a contract for asphalt/concrete grindings that has helped in resolving many sidewalk repair service requests; staff requests that the Council continue to provide funding for this contract as it is critical to this response. Additionally, staff identified the need to hire more personnel so that crewmembers dedicated to sidewalk repair work can focus on their main tasks and not get drawn away to supplement crews required for other streets projects. These requests will be accompanied by an actual plan.

**H. Litter**

Total number of requests in the first 4.5 years: 1,830 (2.6% of all requests)

Percentage of requests completed on time: 47.9%

| | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5 (First Half)** |
|---|---|---|---|---|---|
| **Goal** | 3 days | 3 days | 3 days | 10 days | 10 days |
| **Number of Requests** | 373 | 451 | 347 | 385 | 274 |
| **Average** | 14.6 days (delayed by 386.7% over service goal) | 24.7 days (delayed by 723.3% over service goal) | 20.3 days (delayed by 576.7% over service goal) | 12.2 days (delayed by 21.7% over service goal) | 13.5 days (delayed by 34.8% over service goal) |
| **Margin of Error** | 0.5% | none | 0.6% | none | none |

Staff requested, and was granted, a performance goal extension from 3 days to 10 days at the start of service year 4 to more accurately reflect the litter related workflow. Though staff is still not meeting this new goal, the average response time was cut almost in half in years 4 and 5 from the prior two years.

Parks staff has identified the lack of dedicated staff to tackle the litter problem as the main contributing factor to the delayed completion time. A team of two staff members is responsible for responding to litter complaints throughout the City. However, this two-person team is also responsible for illegal dumping requests and assisting with homeless encampment cleanups, overgrown vegetation and weed abatement requests, and other tasks in the parks, parkways, medians and other general use areas. In an effort to reduce completion time on litter requests, Parks management has recently shifted an additional staff person to the 311 team to assist in backlogged requests. Parks staff indicated that the pathway to improvement is to hire additional staff or contract with contractors to properly address the ongoing workload. Again, these requests will be accompanied by an actual plan.

**I. Water Waste and Leaks**

Total number of requests in the first 4.5 years: 1,332 (1.9% of all requests)

Percentage of requests completed on time: 40.2%

| | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5 (First Half)** |
|---|---|---|---|---|---|
| **Goal** | 4 days | 4 days | 4 days | 4 days | 4 days |
| **Number of Requests** | 133 | 310 | 321 | 326 | 242 |

| | | | | | |
|---|---|---|---|---|---|
| **Average** | 25.7 days (delayed by 542.5% over service goal) | 42.9 days (delayed by 972.5% over service goal) | 47.1 days (delayed by 1,077.5% over service goal) | 12.5 days (delayed by 211.3% over service goal) | 9.7 days (delayed by 142.5% over service goal) |
| **Margin of Error** | none | none | none | none | none |

During the third year performance report, City staff identified workflow issues within the system that were preventing requests from being assigned to the correct person. Staff responded by developing complex assignment logic within the 311 system to automatically assign requests to appropriate personnel based on the location of the issue and the type of equipment causing the water waste or leak. Response times have reduced dramatically from 47.1 days in the third year to 12.5 days in the fourth year. Still, staff is significantly exceeding the 4-day response goal.

Parks management identified the lack of dedicated staff to tackle the water leak complaints as the main contributing factor to delayed completion time. The Parks team responsible for responding to water leak complaints throughout the City consists of only one full time staff member. This one person is responsible for not only resident reported water leak complaints but also for the general maintenance and repair of irrigation parts and systems throughout the City's general use parks, parkways, medians, and open spaces. This means Parks staff is constantly in a reactive maintenance setting, doing quick emergency repairs instead of thorough repair work. Parks staff has identified a pathway to improvement, which is having a more proactive approach by dedicating staff to fully audit the irrigation systems in each park managed by the division (not including special districts parks). Dozens of leaks have already been identified and repaired in the few weeks that the system has been in place. Staff are also working to build a modern irrigation work order system that will allow for better tracking, follow up, and reporting of leaks and general irrigation maintenance. Parks staff has stated that they are unable to adequately manage even the highest priority irrigation issues in a timely manner with current staffing levels and need to hire additional staff or contractors to properly address the ongoing workload. These requests will be accompanied by an actual plan.

**J. Trash and Recycling Service**

Total number of requests in the first 4.5 years: 1,291 (1.8% of all requests)

Percentage of requests completed on time: 64.8%

| | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5 (First Half)** |
|---|---|---|---|---|---|
| **Goal** | 2 days | 2 days | 2 days | 3 days | 3 days |
| **Number of Requests** | 126 | 320 | 313 | 313 | 219 |
| **Average** | 4.3 days (delayed by 115% over service goal) | 4.5 days (delayed by 125% over service goal) | 7.5 days (delayed by 275% over service goal) | 2.4 days (exceeded service goal by 18.8%) | 1.4 days (exceeded service goal by 54.3%) |
| **Margin of Error** | none | none | none | none | none |

There was a significant increase in this type of requests from year 1 to year 2, and these requests now are almost exclusively related to homelessness. In many cases, that means staff needs to offer the owners to reclaim their items for a period of time before the items can be cleared and the work order can be completed. Staff requested, and was granted, an extension of the service level goal from two days to three days starting in service year 4. Staff are now consistently exceeding their performance goals.

**K. Streetlight Out**

Total number of requests in the first 4.5 years: 970 (1.4% of all requests)

Percentage of requests completed on time: 64.8%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 15 days | 15 days | 15 days | 15 days | 15 days |
| **Number of Requests** | 128 | 234 | 213 | 255 | 140 |
| **Average** | 123.6 days (delayed by 724% over service goal) | 55.9 days (delayed by 272.7% over service goal) | 28.5 days (delayed by 90% over service goal) | 19.1 (delayed by 27.6% over service goal) | 4.8 (exceeded service goal by 68.3%) |
| **Margin of Error** | none | none | none | none | none |

As part of the third year 311 performance report, City staff identified issues with the previous workflow, which waited until Southern California Edison (SCE) completed work on its lights to close the Oxnard 311 ticket. Staff modified the workflow so that the City call center staff will report the streetlight issue to SCE and then forward the SCE ticket information to the Oxnard resident. Once the information has been forwarded to both SCE and the resident, Oxnard staff now closes the Oxnard 311 request. For a City-owned streetlight, the Oxnard 311 ticket remains open until the work is complete, providing status updates to the resident. This new workflow dramatically reduced the average completion time for these requests, and staff have exceeded their performance goals in the first half of service year five.

**L. Animal Safety**

Total number of requests in the first 4.5 years: 926 (1.3% of all requests)

Percentage of requests completed on time: 45.8%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 2 days | 2 days | 2 days | 7 days | 7 days |
| **Number of Requests** | 103 | 217 | 308 | 213 | 85 |
| **Average** | 7.3 days (delayed by 265% over service goal) | 8.3 days (delayed by 315% over service goal) | 5.8 days (delayed by 190% over service goal) | 6.8 days (exceeded service goal by 3.4%) | 3 days (exceeded service goal by 57.1%) |
| **Margin of Error** | none | none | none | none | none |

Staff requested, and was granted, an extension of their service goal from 2 days to 7 days to more appropriately reflect the workflow related to animal safety requests. In addition, staff filled two vacant positions during service year four. This increased personnel available to respond to requests and significantly reduced response times. Staff are now consistently exceeding their performance goals.

**M. Assessment District**

Total number of requests in the first 4.5 years: 910 (1.3% of all requests)

Percentage of requests completed on time: 65.9%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 21 days | 21 days | 21 days | 21 days | 21 days |
| **Number of Requests** | 190 | 229 | 211 | 211 | 70 |
| **Average** | 18.9 days (exceeded service goal by 10%) | 31.6 days (delayed by 50.5% over service goal) | 58.6 days (delayed by 179% over service goal) | 17.9 days (exceeded service goal by 14.8%) | 5.3 days (exceeded service goal by 74.7%) |
| **Margin of Error** | 0.5% | none | none | none | none |

At the beginning of service year four, Special Districts staff modified the division's internal process to reduce the target completion time. These modifications have led to staff consistently exceeding their service goals in service year four and the first half of service year five.

**N. Street Signs**

Total number of requests in the first 4.5 years: 821 (1.2% of all requests)

Percentage of requests completed on time: 71.4%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 60 days | 60 days | 60 days | 60 days | 60 days |
| **Number of Requests** | 86 | 221 | 185 | 200 | 129 |
| **Average** | 70.5 days (delayed by 17.5% over service goal) | 60.9 days (delayed by 1.5% over service goal) | 32.3 days (exceeded service goal by 46.2%) | 46.6 days (exceeded service goal by 22.3%) | 23.3 days (exceeded service goal by 61.1%) |
| **Margin of Error** | none | none | none | none | none |

The City has contracted with a sign vendor that supplies and makes signs, which has improved the response time for the repair and replacement of signs.

**O. Traffic - Signal Issues**

Total number of requests in the first 4.5 years: 622 (0.9% of all requests)

Percentage of requests completed on time: 33.9%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 3 days | 3 days | 3 days | 15 days | 15 days |
| **Number of Requests** | 176 | 135 | 136 | 132 | 43 |
| **Average** | 300.5 days (delayed by 9916.7% over | 73.9 days (delayed by 2363.3% over | 21.1 days (delayed by 603.3% over | 23.8 days (delayed by 58.7% over | 16.8 days (delayed by 11.9% over |

| | | | | | |
|---|---|---|---|---|---|
| | service goal) | service goal) | service goal) | service goal) | service goal) |
| **Margin of Error** | none | none | none | none | none |

Public Works Streets Division staff has cited the aging infrastructure, long lead time for replacement equipment, current staffing levels, and occasional multi-jurisdictional coordination as the main reasons for delay in responding to some of these requests. All safety related issues, including malfunctioning lights, are immediately responded to; however, if the complaint is a signal knockdown, the completion of the request could take weeks or even months to resolve. Staff requested, and was granted, a performance goal extension from 3 days to 15 days for requests that are not considered urgent. Staff have dramatically reduced their response times beginning in year three and have had their best performance yet in the first half of service year 5 with the assistance of the City's newly hired Traffic Engineer.

The City of Oxnard maintains over 165 signalized intersections. The traffic signal infrastructure is old and needs replacement or updated components that require a significant amount of funding. Due to the age of some of our components, some of the parts needed for repairs can have a substantial lead time. As an example, a replacement signal pole can have a lead time of six months or more depending upon the type. Replacing aging equipment, though expensive, will also reduce the need for frequent repairs as well as maintenance costs. Staff is currently working to create a modern work order system, which will assist in performing and capturing data from inspections and maintenance activities.

Also, staffing has been low for multiple years for a city of Oxnard's size. This is due to the significant age of the equipment and high signal/technician ratio. Staffing injuries have also affected the City's response times; while the City has three full time signal technicians, one of those positions was out due to injuries during the majority of 2020. This resulted in rarely having a full crew on the job to perform daily maintenance or respond to 311 requests.

We are still awaiting a proposal from Public Works on how to reduce our response time in this category.

**P. Traffic - General Issues**

Total number of requests in the first 4.5 years: 516 (0.7% of all requests)

Percentage of requests completed on time: 70.3%

| | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5 (First Half)** |
|---|---|---|---|---|---|
| **Goal** | 15 days | 15 days | 15 days | 18 days | 18 days |
| **Number of Requests** | 11 | 53 | 174 | 185 | 93 |
| **Average** | 384.7 days (delayed by 2464.7% over service goal) | 40.5 days (delayed by 170.0% over service goal) | 18.2 days (delayed by 21.3% over service goal) | 19.1 days (delayed by 6% over service goal) | 18 days (met service goal) |
| **Margin of Error** | none | none | 1.1% | none | none |

Requests that are traffic enforcement related (and responded to by the Oxnard Police Department) consistently perform well in the Oxnard 311 system and exceed their performance goals. Public Works Engineering Division staff has cited recent staffing levels and high turnover as the main reason their staff could not complete requests within the service level goal time. The City Traffic Engineer position was vacant for much of 2020 but was filled in late August. Requests within this category often take a significant amount of time to complete due to the complexity of the solutions, such as when staff must reduce the speed limit or install new stop signs. Staff requested, and was granted, a service level goal extension from 15 days to 18 days starting in service year four. Staff analyzed and refined the 311 request assignment process for General Traffic requests to increase the workflow assignments and overall efficiency. Staff has significantly reduced their response

time over the past few years and are currently meeting their performance goals in the first half of service year five.

That said, staff have identified the need for at least one additional field level assistant engineer to focus on operations requests. Recruitment of the vacant engineer position continues with hopes that the position will be filled in early 2021. Additional technician level assistance could substantially improve 311 response times and other traffic engineering functions.

**Q. Homeless Encampment**

Total number of requests in the first 4.5 years: 331 (0.5% of all requests)

Percentage of requests completed on time: 99.3%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | N/A | N/A | N/A | 21 days | 21 days |
| **Number of Requests** | N/A | N/A | N/A | 7 | 324 |
| **Average** | N/A | N/A | N/A | 7.6 days (exceeded service goal by 63.9%) | 5.7 days (exceeded service goal by 72.7%) |
| **Margin of Error** | N/A | N/A | N/A | none | none |

The Homeless Encampment request type was created and made available to the public April 23, 2020, which was close to the end of service year four. This request type is marked as “sensitive” and limits access to the request to the person who submitted the request and the staff who are assigned to it. Staff from the Police Department, Environmental Resources, Code Compliance, and Housing are all involved in the workflow and work as a team to coordinate safe outreach and cleanup efforts. In the short time this category has been available, staff have consistently exceeded their performance goal.

**R. Street Markings**

Total number of requests in the first 4.5 years: 259 (0.4% of all requests)

Percentage of requests completed on time: 64.9%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 60 days | 60 days | 60 days | 60 days | 60 days |
| **Number of Requests** | 27 | 61 | 61 | 72 | 38 |
| **Average** | 68.3 days (delayed by 13.8% over service goal) | 78.9 days (delayed by 31.5% over service goal) | 83.2 days (delayed by 38.7% over service goal) | 31.2 days (exceeded service goal by 47.9%) | 30.2 days (exceeded service goal by 49.6%) |
| **Margin of Error** | 3.7% | none | none | none | none |

Public Works Streets Division staff has improved the response in the past year and a half and are now meeting or exceeding their service level goal.

**S. Curb and Gutter Repair**

Total number of requests in the first 4.5 years: 192 (0.3% of all requests)

Percentage of requests completed on time: 42.7%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 60 days | 60 days | 60 days | 60 days | 60 days |
| **Number of Requests** | 14 | 51 | 52 | 52 | 23 |
| **Average** | 205.7 days (delayed by 242.8% over service goal) | 150.8 days (delayed by 151.3% over service goal) | 58.1 days (exceeded service goal by 3.2%) | 80.1 days (delayed by 33.5% over service goal) | 24.6 days (exceeded service goal by 59%) |
| **Margin of Error** | none | none | none | none | none |

Public Works Streets Division staff has generally improved their response time in the past two and a half years, although in year 4 staff's average response time did not meet the service goal. We are awaiting an explanation and a proposal for stable improvement from Public Works.

**T. Technical Support & Questions**

Total number of requests in the first 4.5 years: 60 (0.8% of all requests)

Percentage of requests completed on time: 91.8%

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 (First Half) |
|---|---|---|---|---|---|
| **Goal** | 6 days | 6 days | 6 days | 6 days | 6 days |
| **Number of Requests** | 20 | 13 | 9 | 10 | 8 |
| **Average** | 61.2 days (delayed by 920.0% over service goal) | 6.7 days (delayed by 11.7% over service goal) | 1.2 days (exceeded service goal by 80.0%) | 8.8 days (delayed by 46.7% over service goal) | 3.5 days (exceeded service goal by 41.7%) |
| **Margin of Error** | none | none | none | none | none |

In year 3, staff retired a test request type titled Illegal Fireworks, which was not proven to be useful after a short test period around the Fourth of July holiday. When this request was retired, it was incorrectly marked as Technical Support and Questions. This caused the reporting metrics for Technical Support and Question to be inaccurately increased and reported. Staff was able to identify this issue and filter out the incorrect requests. The performance metrics in this report reflect the true performance values of the Technical Support and Questions request type.

Poor performance during service year one was attributed to one request that took multiple months to complete. For the majority of requests, staff has consistently met the service level goal. However, Oxnard 311 app software-related issues often take more time to resolve than the service level goal allows. For example, when a user submitted a request regarding issues with uploading pictures, Accela had to release a software update patch that took close to a month to develop and release. With these types of issues, City staff cannot process the request any faster. Staff are completing requests within the service level goal for the first half of service year 5.

**Summary Table**

A summary of the request types, their service level goals, and the performance for each service year can be found in the table immediately below. Each column of the table represents a different service year. Each row represents a different request type. In each cell of the table, the "goal" represents the service level goal in that year for that request type, and each "average" states the average completion time of staff in that year for that request type. For example, in Year 2 for abandoned vehicles, the table lists "Goal: 14 , Average: 9." This means that in Service Year 2, the service level goal for abandoned vehicles was 14 working days, but staff was responsive to those requests on an average of 9 working days.

| Category | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 (First Half) | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Goal | Average | Goal | Average | Goal | Average | Goal | Average | Goal | Average |
| Illegal Dumping | 3 | 4.4 | 3 | 8.6 | 3 | 2.7 | 3 | 5.5 | 3 | 5.4 |
| Graffiti | 3 | 1.7 | 3 | 1.1 | 3 | 1.8 | 3 | 2 | 3 | 2.4 |
| Abandoned Vehicle | 14 | 12.2 | 14 | 9 | 14 | 9.3 | 14 | 9.9 | 14 | 9.5 |
| Overgrown Landscape | 60 | 73.7 | 60 | 92.5 | 60 | 75.1 | 60 | 36.7 | 60 | 27.3 |
| Pothole | 150 | 73.3 | 15/30* | 113.4 | 30 | 81.7 | 35 | 100.1 | 35 | 56.5 |
| General Questions | 15 | 41.5 | 15 | 45.9 | 15 | 42.2 | 15 | 30.7 | 15 | 16.2 |
| Sidewalk Repair | 60 | 116 | 60 | 121.9 | 60 | 58.7 | 60 | 65.3 | 60 | 30.1 |
| Litter | 3 | 14.6 | 3 | 24.7 | 3 | 20.3 | 10 | 12.2 | 10 | 13.5 |
| Water Waste and Leaks | 4 | 25.7 | 4 | 42.9 | 4 | 47.1 | 4 | 12.5 | 4 | 9.7 |
| Trash and Recycling Service | 2 | 4.3 | 2 | 4.5 | 2 | 7.5 | 3 | 2.4 | 3 | 1.4 |
| Assessment District | 21 | 18.9 | 21 | 31.6 | 21 | 58.6 | 21 | 17.9 | 21 | 5.3 |
| Animal Safety | 2 | 7.3 | 2 | 8.3 | 2 | 5.8 | 7 | 6.8 | 7 | 3 |
| Streetlight Out | 15 | 123.6 | 15 | 55.9 | 15 | 28.5 | 15 | 19.1 | 15 | 4.8 |
| Street Signs | 60 | 70.5 | 60 | 60.9 | 60 | 32.3 | 60 | 46.6 | 60 | 23.3 |
| Traffic - Signal Issues | 3 | 300.5 | 3 | 73.9 | 3 | 21.1 | 15 | 23.8 | 15 | 16.8 |
| Tech Support and Questions | 6 | 61.2 | 6 | 6.7 | 6 | 1.2 | 6 | 8.8 | 6 | 3.5 |
| Homeless Encampment | NA | NA | NA | NA | NA | NA | 21 | 7.6 | 21 | 5.7 |
| Traffic - General Issues | 15 | 384.7 | 15 | 40.5 | 15 | 18.2 | 18 | 19.1 | 18 | 18 |
| Street Markings | 60 | 68.3 | 60 | 78.9 | 60 | 83.2 | 60 | 31.2 | 60 | 30.2 |
| Curb and Gutter Repair | 60 | 205.7 | 60 | 150.8 | 60 | 58.1 | 60 | 80.1 | 60 | 24.6 |

*The service level goal for pothole requests was changed in the middle of year 2. The first half of year 2 had a service level goal of 15 days. The second half of year 2 had a service level goal of 30 days.

## 4. Summary

### A. Projected Future Use of Oxnard 311

Oxnard staff have communicated with other cities around the country that use the same CRM platform (Accela's PublicStuff) to estimate what future Oxnard 311 use could look like. Most cities reported a large increase in submitted requests between years one and two as more users discover the system, which Oxnard experienced. The following years display steady request increases between 7 to 30%, with an average over 9 years of 19%. Oxnard 311 growth appears to be close to following the same trend, as seen by the 6% overall increase in requests submitted between years three and four. Oxnard 311's overall average request growth over the first four and half years is 33%.

While impossible to predict the exact value of request increases for Oxnard 311, the City should be prepared for continuous growth. The related increase in workload will need to be met with a variety of solutions, including more efficient workflows, additional staff, and potentially increasing service level goals to account for additional work.

### B. Changes to Technologically Improve the System

The new Tyler enterprise resource planning (ERP) system will have a significant impact on the Oxnard 311 system. Requests submitted through Oxnard 311 will automatically generate detailed work orders in the new ERP compared to the minimal request assignments currently created through Accela's PublicStuff platform. This will allow staff to collect more data related to resources used to complete requests. This in turn will allow City staff to gain new insights through data-rich analysis to better prepare for future workloads.

The new ERP system is anticipated to take multiple years to implement. As a temporary solution, the City's GIS Division has created custom work order systems to assist staff in responding to high volume request types. One component of these custom work order systems is computer generated smart routing for vehicle efficiency when responding to requests throughout the City. This technology is still being refined and will ultimately save time and fuel while also reducing response time to requests.

### C. Analysis

In year 4, staff met the service level goals in nine categories: graffiti, abandoned vehicles, overgrown landscape, trash and recycling services, animal safety, assessment district, street signs, homeless encampments, and street markings. In the first half of year 5, staff met the service level goal in another five categories: sidewalk repair, streetlight out, technical support and questions, traffic - general issues, and curb and gutter repair. Assuming a continuation of the same resources, staff will strive to continue on this path with these categories.

This leaves six problematic areas. Regarding litter, Parks management has recently shifted an additional staff person to the 311 team to assist in backlogged requests; that should be the path forward to allowing us to meet our service goal. The general questions category is a catch-all, so it is difficult to determine how to resolve this, but staff can broadly work on speeding up the reassigning process, which should cut down on total response times. For both potholes and water waste and leaks, staff needs more resources to meet our service goals. For potholes, staff requests additional personnel, funds to pave the alleys in the worst conditions, and funds for a modern work order system. For water waste and leaks, though staff audited the irrigation system in each park, started on related repairs, and built a modern work order system, staff requests either additional staff or a contract with contractors to properly address the ongoing workload. For the remaining two categories -- illegal dumping and traffic - signal issues -- we are awaiting a proposal from Public Works on how to improve our ability to address the problems.

**STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Mike Shaffer, IT Manager*

**ATTACHMENTS**

1. 4th Year - Oxnard 311 - Performance Update for City Council final

# Constituent Relationship Management

## PERFORMANCE UPDATE

*Mike Shaffer, IT Manager - GIS*

**Launched**




**70,672**




**8,130**



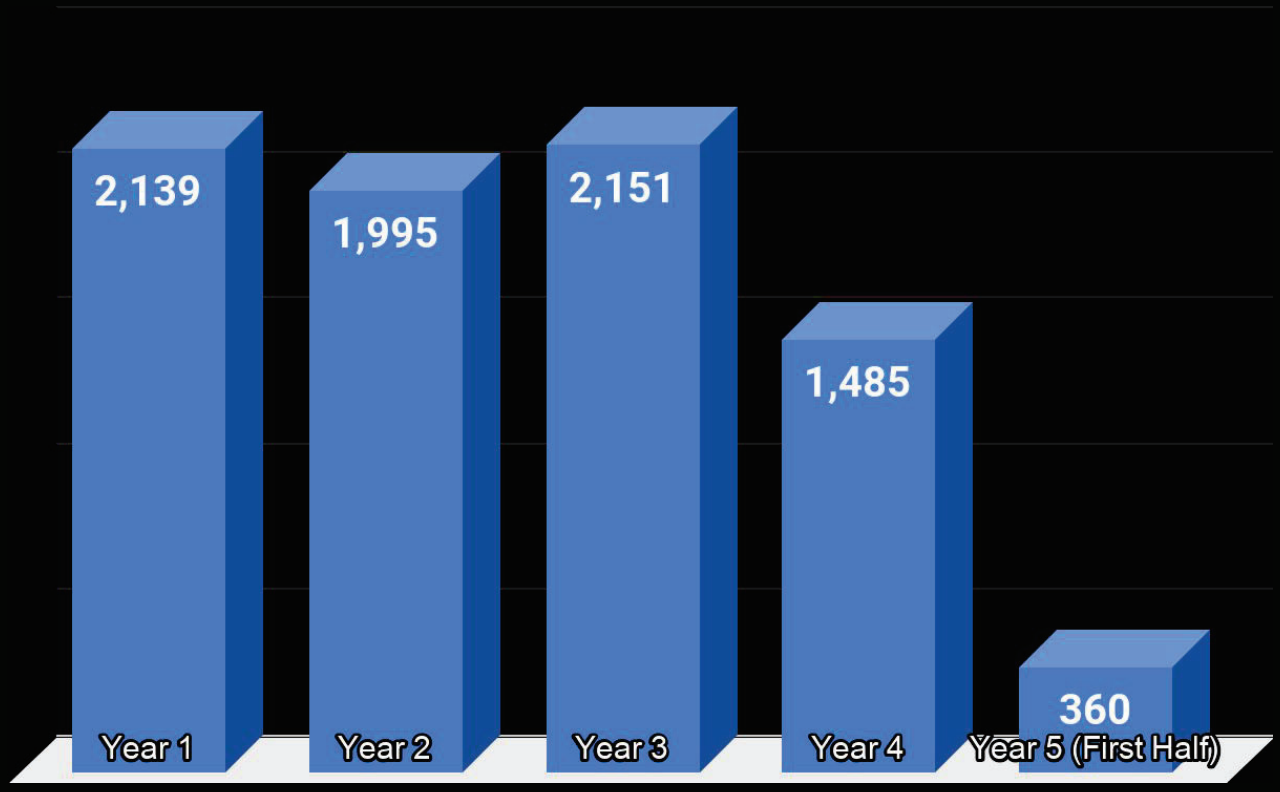
# Continued Success

**Streamlined Access** to Services

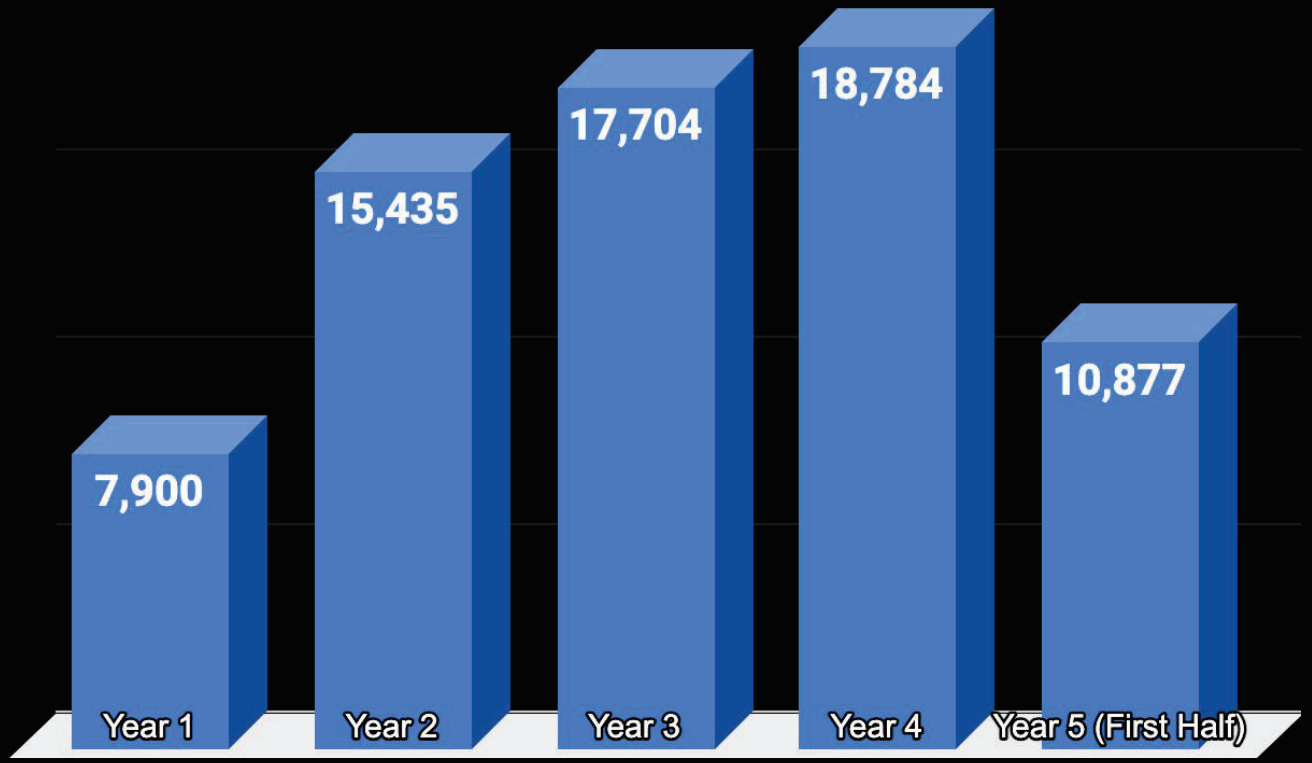
Increased **Transparency**

Increased **Accountability**

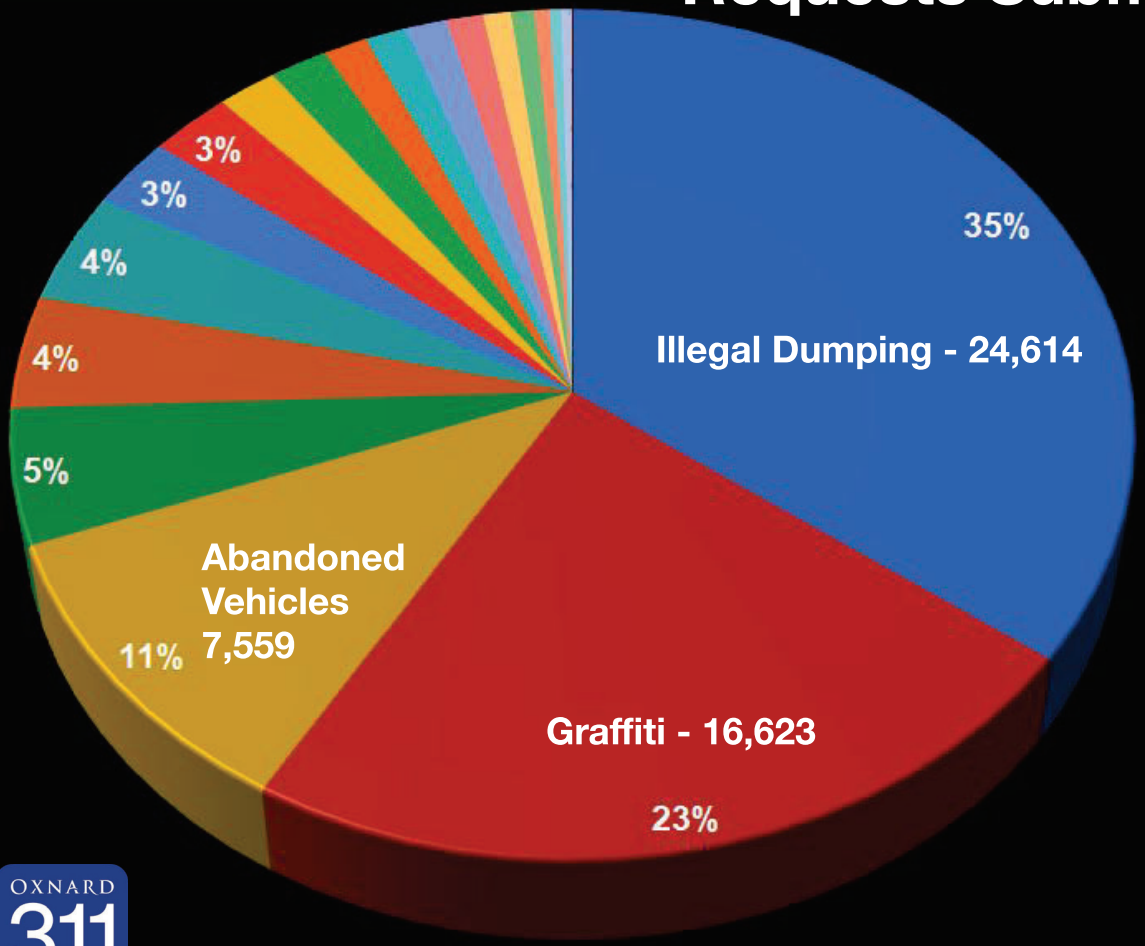
# App Downloads



# Requests Submitted



# Requests Submitted



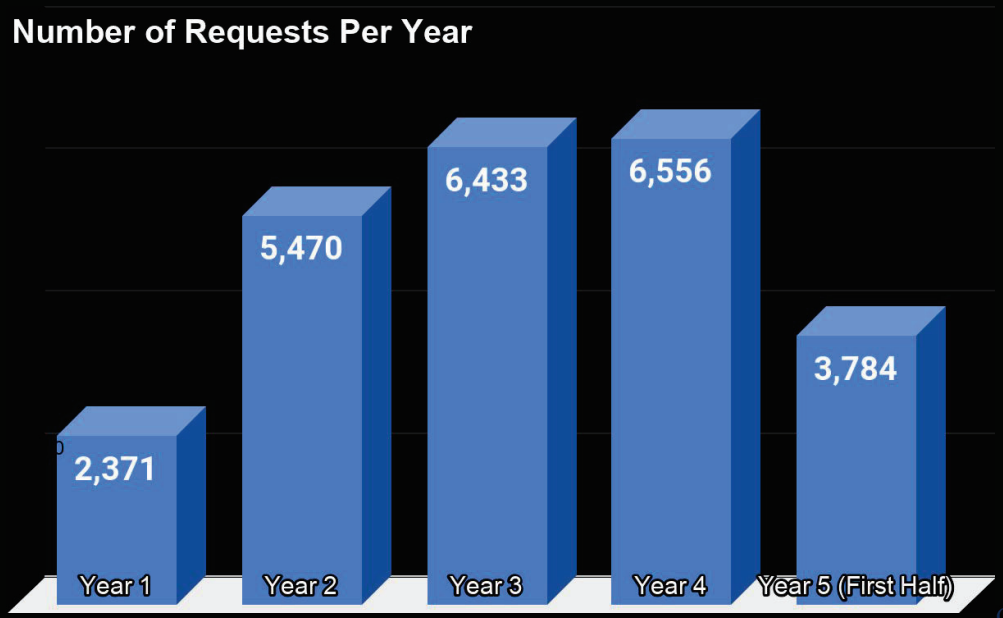

- Illegal Dumping
- Graffiti
- Abanonded Vehicles
- Overgrown Landscape
- General Questions
- Pothole
- Sidewalk Repair
- Litter
- Water Waste and Leaks
- Trash and Recycling Service
- Street light Out
- Animal Safety
- Assessment District
- Street Signs
- Traffic Signal Issues
- Traffic - General Issues
- Homeless Encampment
- Street Markings
- Curb and Gutter Repair
- Tech Support

# 24,614 Illegal Dumping Requests







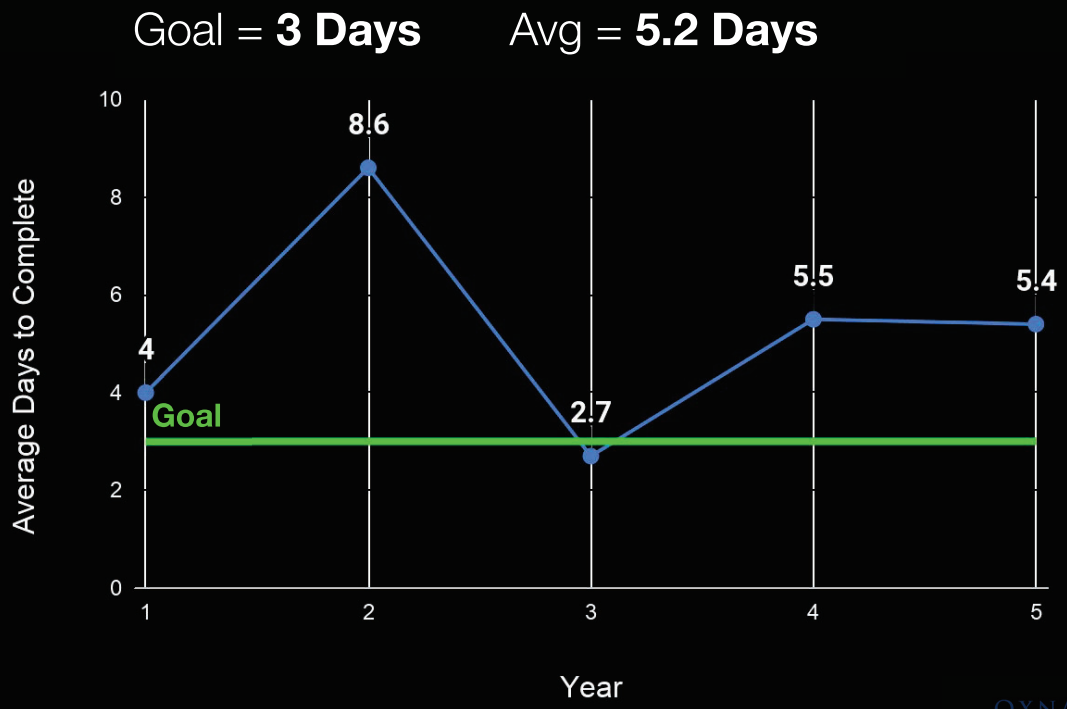


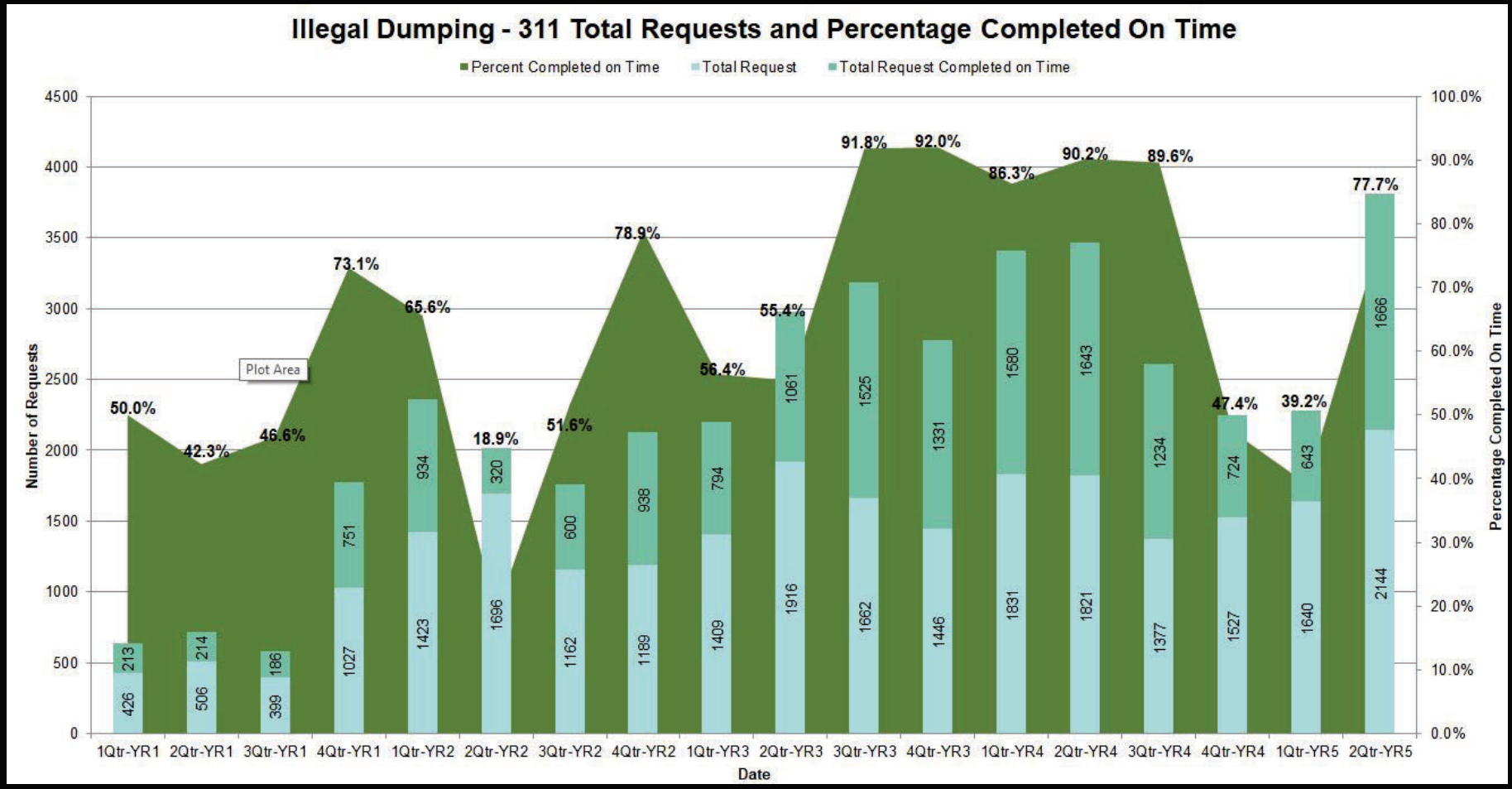
# 24,614 Illegal Dumping Requests





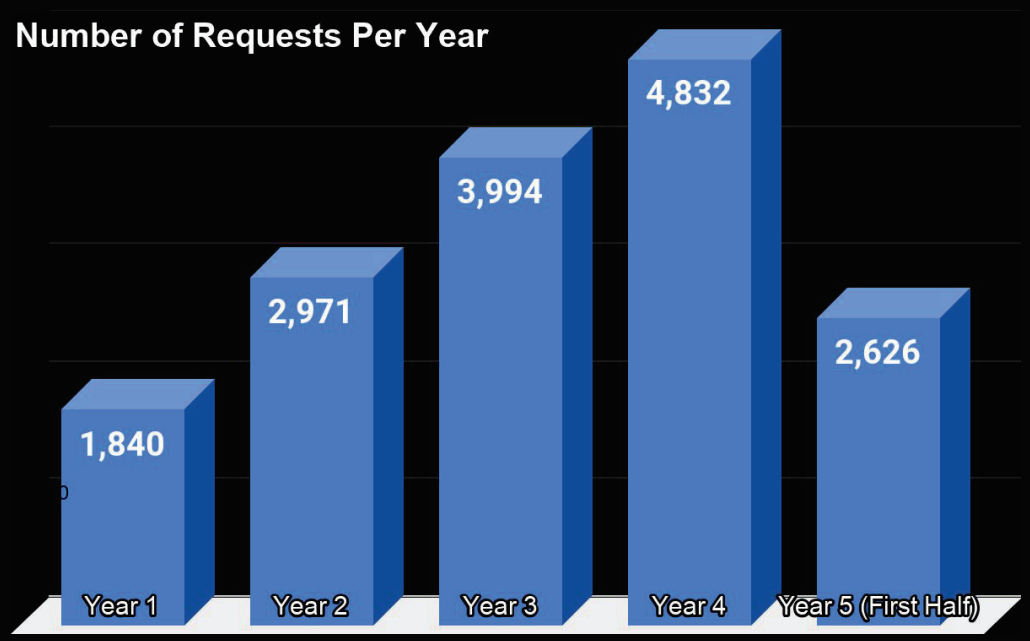





Illegal Dumping - 311 Total Requests and Percentage Completed On Time
Percent Completed on Time
Total Request
Total Request Completed on Time
Plot Area
Number of Requests
Percentage Completed On Time
Date
1Qtr-YR1
2Qtr-YR1
3Qtr-YR1
4Qtr-YR1
1Qtr-YR2
2Qtr-YR2
3Qtr-YR2
4Qtr-YR2
1Qtr-YR3
2Qtr-YR3
3Qtr-YR3
4Qtr-YR3
1Qtr-YR4
2Qtr-YR4
3Qtr-YR4
4Qtr-YR4
1Qtr-YR5
2Qtr-YR5
50.0%
42.3%
46.6%
73.1%
65.6%
18.9%
51.6%
78.9%
56.4%
55.4%
91.8%
92.0%
86.3%
90.2%
89.6%
47.4%
39.2%
77.7%
426
213
506
214
399
186
1027
751
1423
934
1696
320
1162
600
1189
938
1409
794
1916
1061
1662
1525
1446
1331
1831
1580
1821
1643
1377
1234
1527
724
1640
643
2144
1666

# 16,263 Graffiti Requests

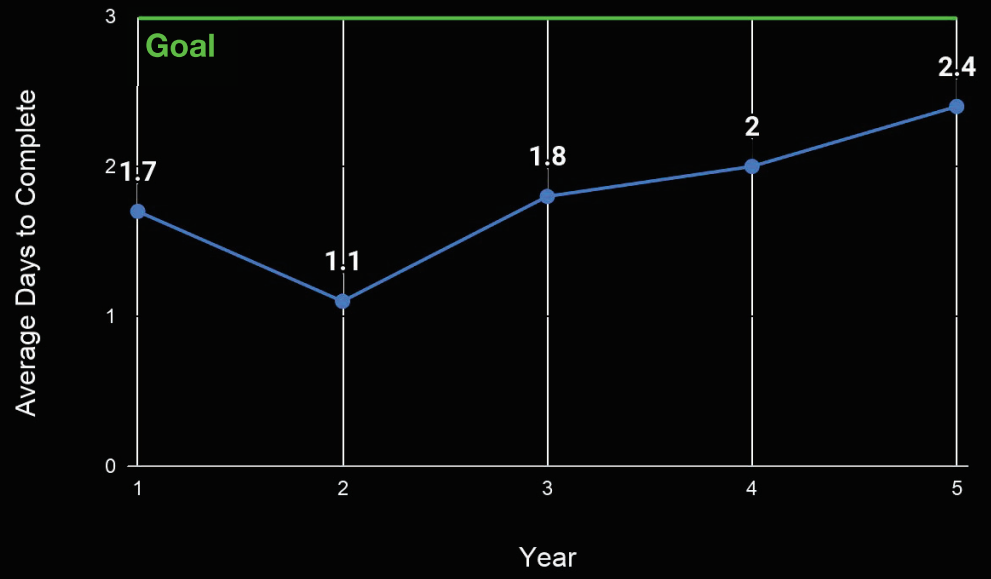


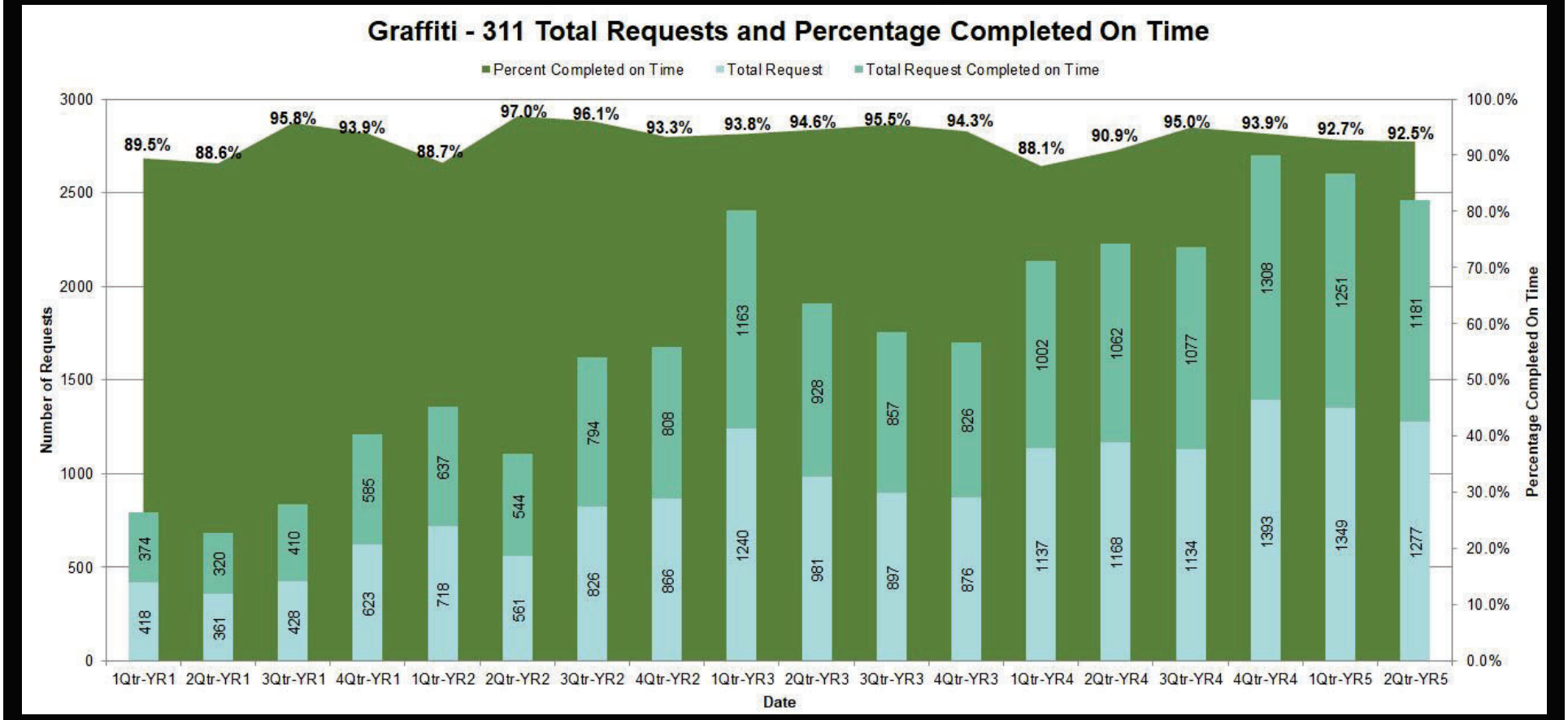


# 16,263 Graffiti Requests



Goal = **3 Days** Avg = **1.8 Days**

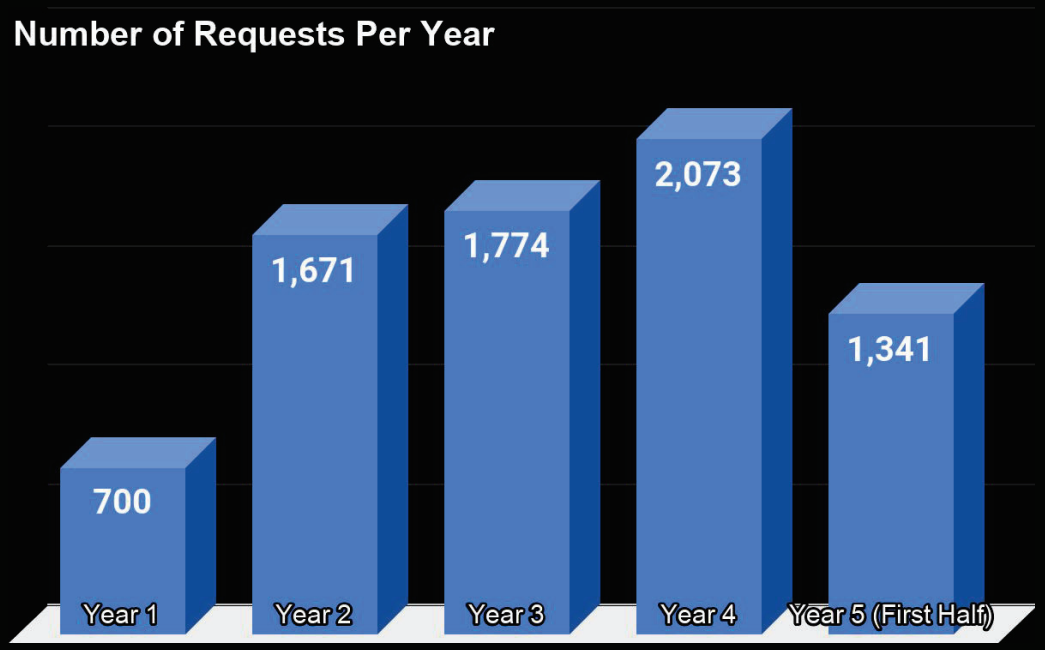



Graffiti - 311 Total Requests and Percentage Completed On Time
Percent Completed on Time
Total Request
Total Request Completed on Time
Number of Requests
Percentage Completed On Time
Date
1Qtr-YR1
2Qtr-YR1
3Qtr-YR1
4Qtr-YR1
1Qtr-YR2
2Qtr-YR2
3Qtr-YR2
4Qtr-YR2
1Qtr-YR3
2Qtr-YR3
3Qtr-YR3
4Qtr-YR3
1Qtr-YR4
2Qtr-YR4
3Qtr-YR4
4Qtr-YR4
1Qtr-YR5
2Qtr-YR5
89.5%
88.6%
95.8%
93.9%
88.7%
97.0%
96.1%
93.3%
93.8%
94.6%
95.5%
94.3%
88.1%
90.9%
95.0%
93.9%
92.7%
92.5%
418
374
361
320
428
410
623
585
718
637
561
544
826
794
866
808
1240
1163
981
928
897
857
876
826
1137
1002
1168
1062
1134
1077
1393
1308
1349
1251
1277
1181

# 7,559 Abandoned Vehicle Requests





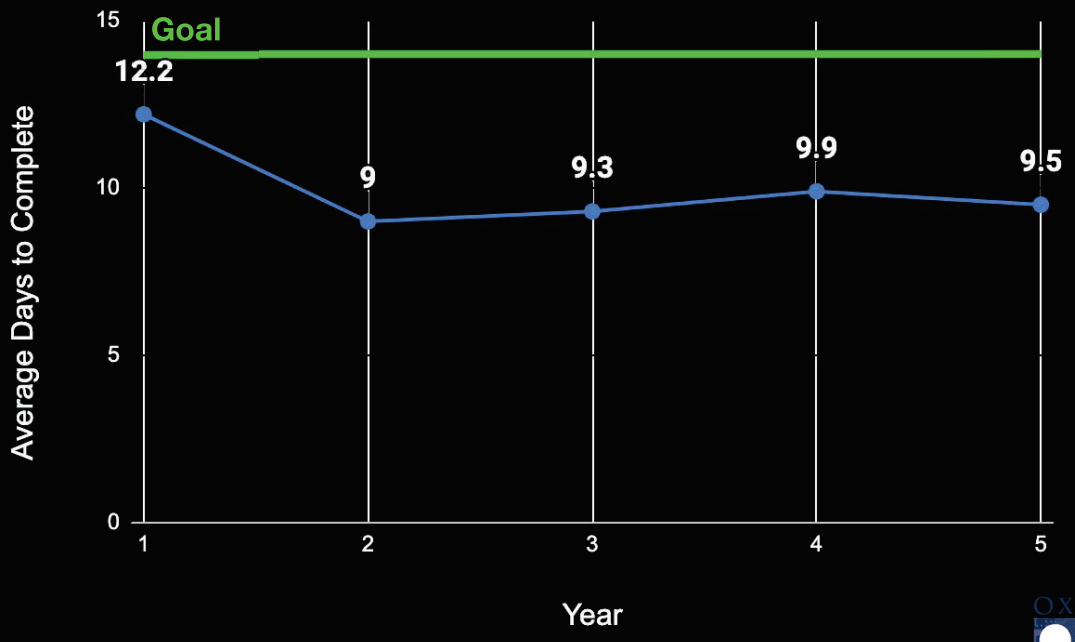


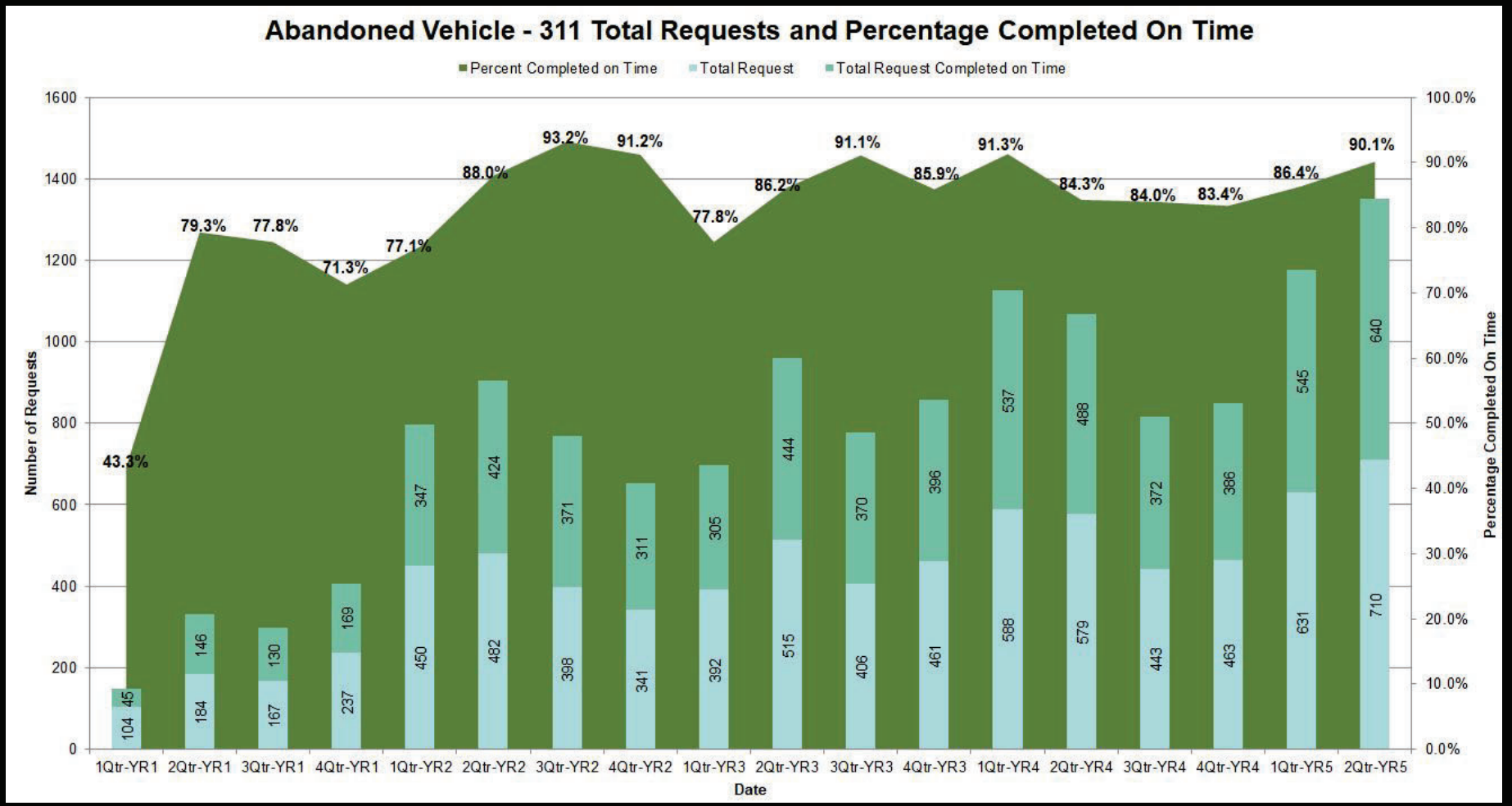
# 7,559 Abandoned Vehicle Requests





Goal = **14 Days** Avg = **10 Days**

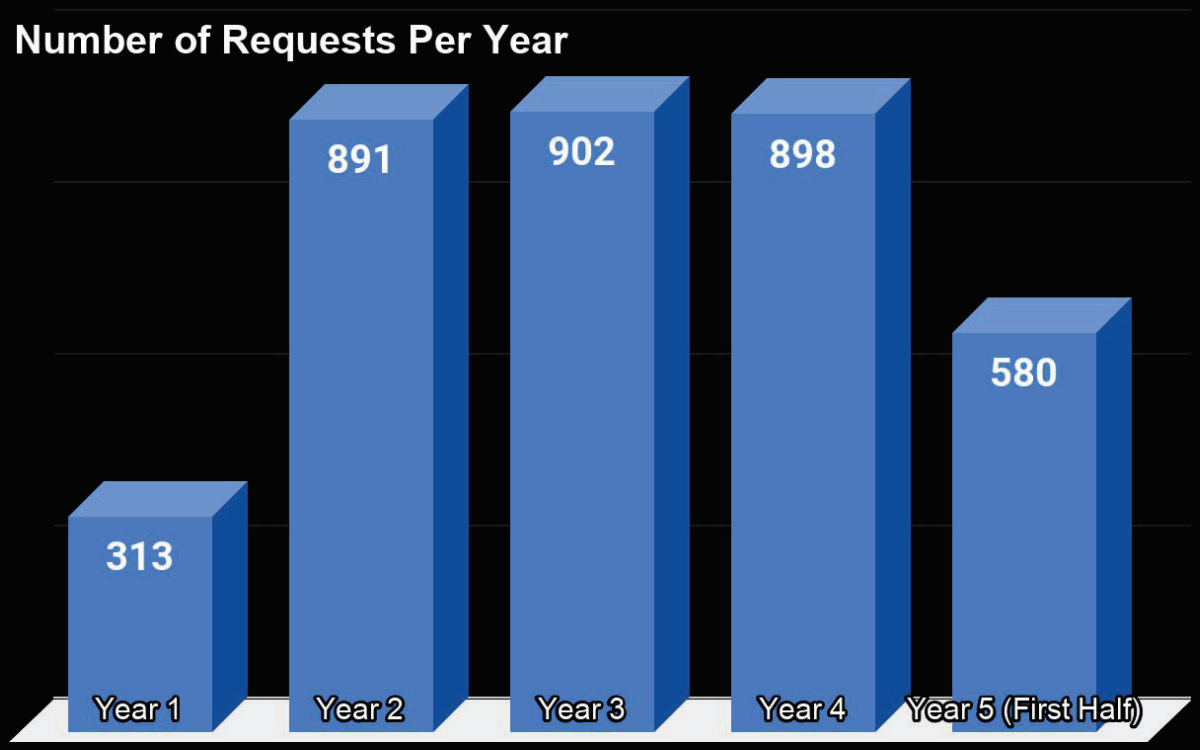



Abandoned Vehicle - 311 Total Requests and Percentage Completed On Time
Percent Completed on Time
Total Request
Total Request Completed on Time
Number of Requests
Percentage Completed On Time
Date
1Qtr-YR1
2Qtr-YR1
3Qtr-YR1
4Qtr-YR1
1Qtr-YR2
2Qtr-YR2
3Qtr-YR2
4Qtr-YR2
1Qtr-YR3
2Qtr-YR3
3Qtr-YR3
4Qtr-YR3
1Qtr-YR4
2Qtr-YR4
3Qtr-YR4
4Qtr-YR4
1Qtr-YR5
2Qtr-YR5
43.3%
79.3%
77.8%
71.3%
77.1%
88.0%
93.2%
91.2%
77.8%
86.2%
91.1%
85.9%
91.3%
84.3%
84.0%
83.4%
86.4%
90.1%
104
45
184
146
167
130
237
169
450
347
482
424
398
371
341
311
392
305
515
444
406
370
461
396
588
537
579
488
443
372
463
386
631
545
710
640

# 3,589 Overgrown Landscape Requests





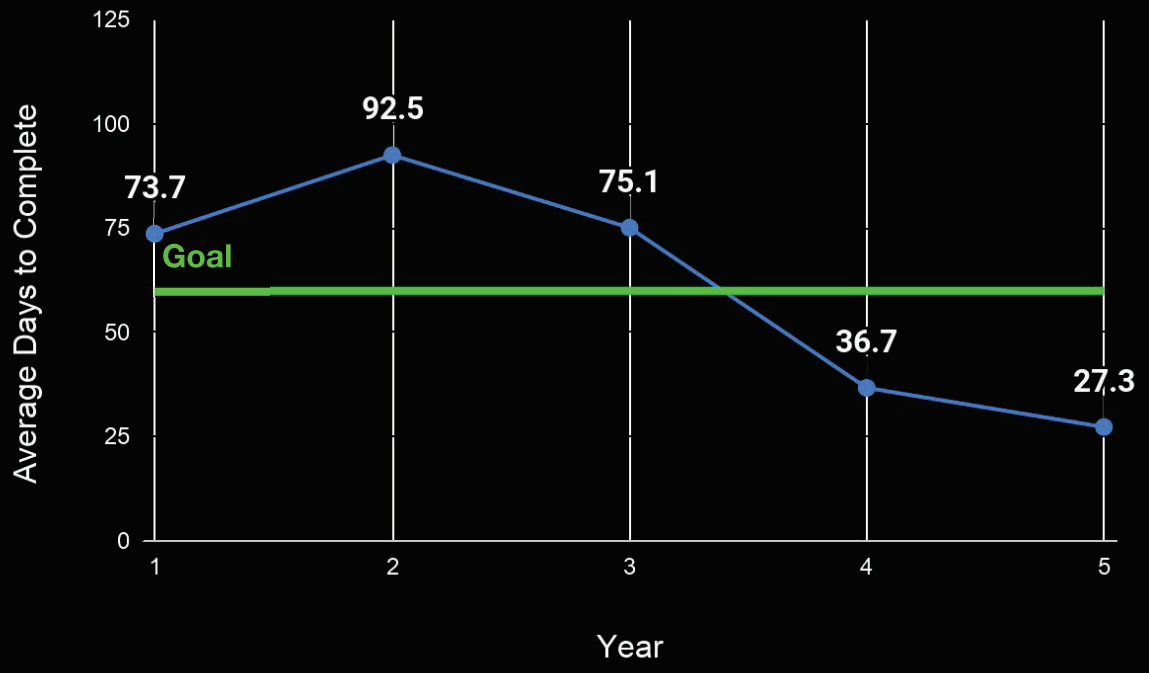


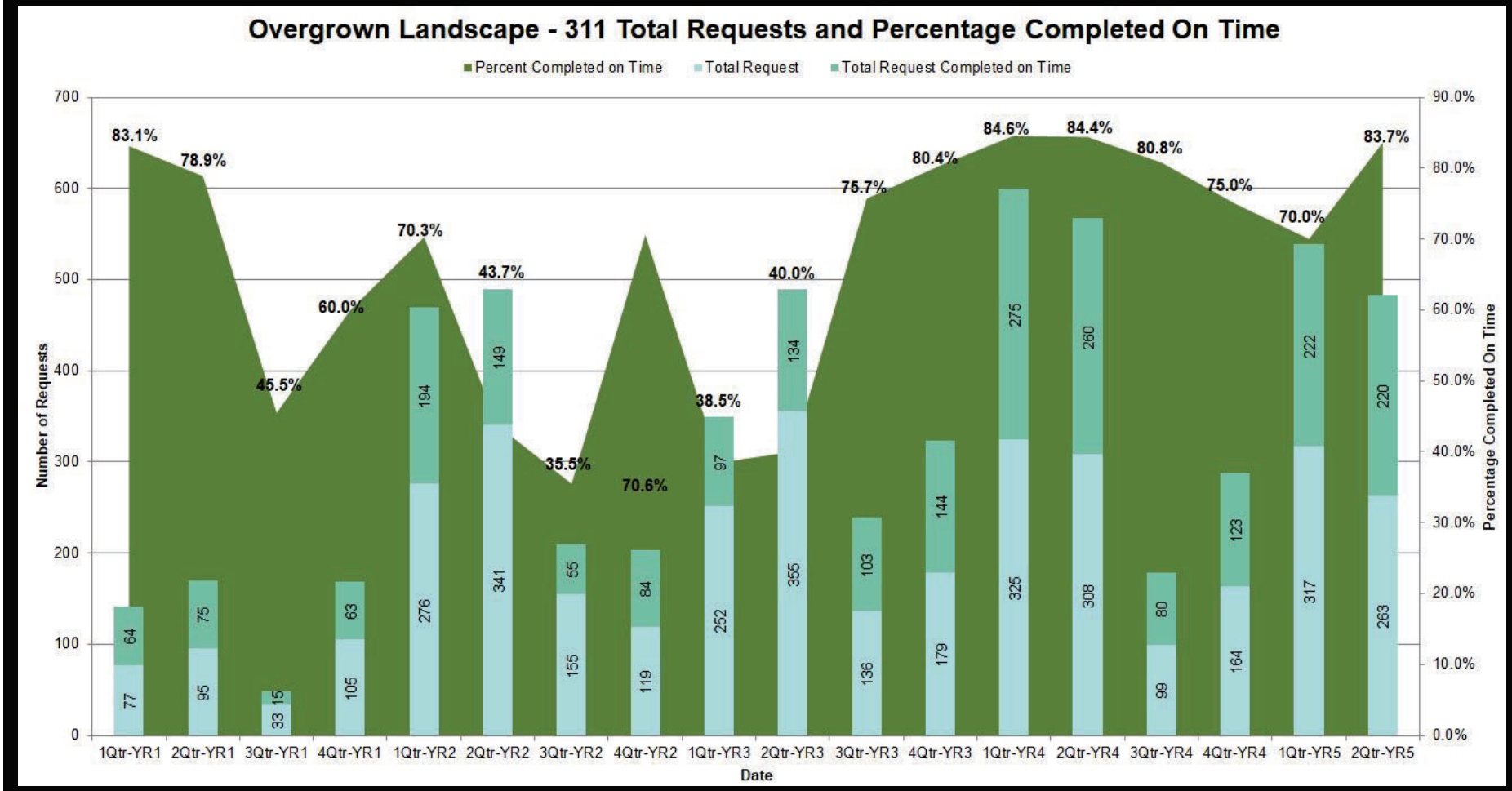
# 3,584 Overgrown Landscape Requests



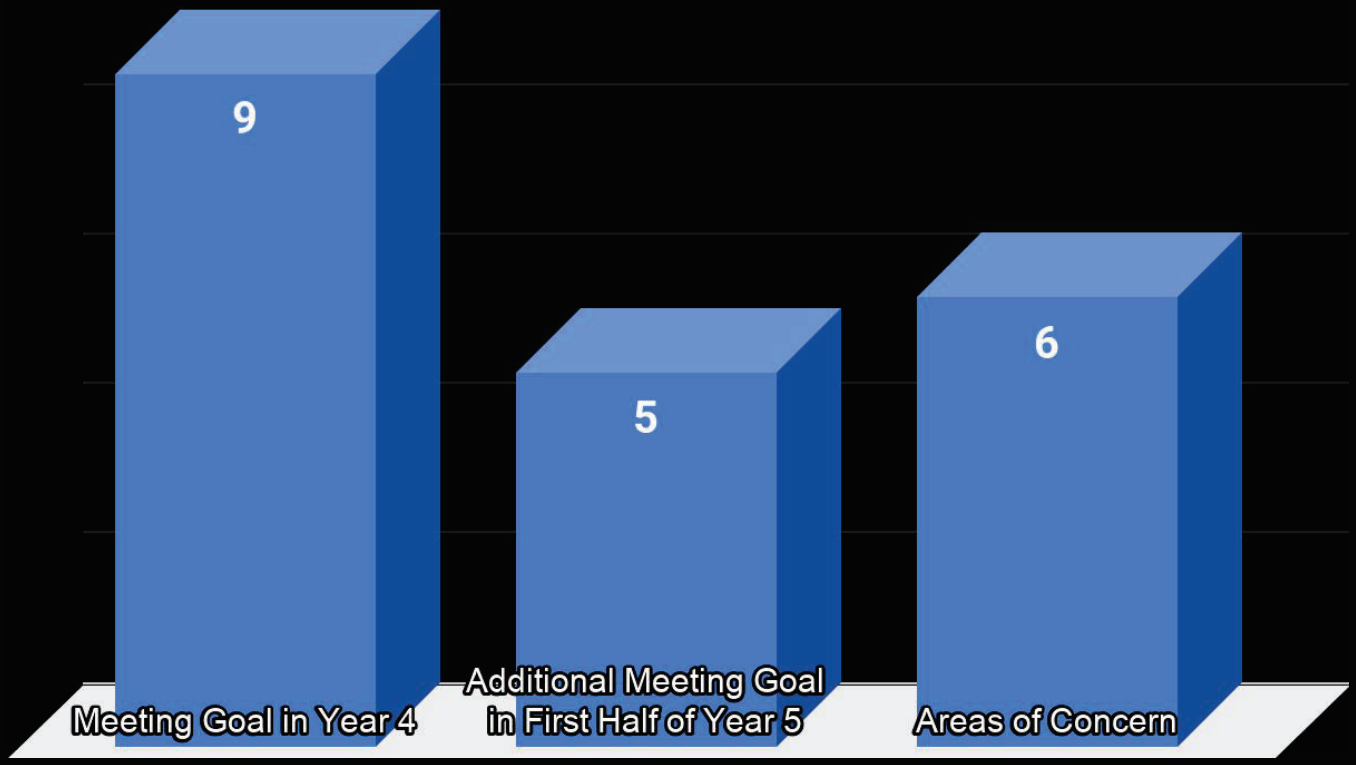


Goal = **60 Days** Avg = **61.1 Days**




Overgrown Landscape - 311 Total Requests and Percentage Completed On Time
Percent Completed on Time
Total Request
Total Request Completed on Time
Number of Requests
Percentage Completed On Time
Date
1Qtr-YR1
2Qtr-YR1
3Qtr-YR1
4Qtr-YR1
1Qtr-YR2
2Qtr-YR2
3Qtr-YR2
4Qtr-YR2
1Qtr-YR3
2Qtr-YR3
3Qtr-YR3
4Qtr-YR3
1Qtr-YR4
2Qtr-YR4
3Qtr-YR4
4Qtr-YR4
1Qtr-YR5
2Qtr-YR5
83.1%
78.9%
45.5%
60.0%
70.3%
43.7%
35.5%
70.6%
38.5%
40.0%
75.7%
80.4%
84.6%
84.4%
80.8%
75.0%
70.0%
83.7%
64
75
15
63
194
149
55
84
97
134
103
144
275
260
80
123
222
220
77
95
33
105
276
341
155
119
252
355
136
179
325
308
99
164
317
263

# Overall Service Category Performance



# Specific Solutions for Areas of Concern

1. Litter - Parks management has recently shifted an additional staff person to the 311 team to assist in backlogged requests

2. General Questions - Staff will work on speeding up the reassign process

3. Potholes - Staff requests additional personnel, funds to pave the alleys in the worst conditions, and funds for a modern work order system (these requests will be accompanied by an actual plan)

# Specific Solutions for Areas of Concern (continued)

4. Water Waste and Leaks - Staff requests either additional staff or a contract with contractors to properly address the ongoing workload (these requests will be accompanied by an actual plan)

5. Illegal Dumping - Awaiting proposal from Public Works

6. Traffic Signal Issues - Awaiting proposal from Public Works

# Questions?

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.1**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

**SUBJECT:** Fourth Amendment to Agreement #7690-16-DS with Rincon Consultants for On-Call Planning and Permit Processing Services.

## RECOMMENDATION

That the City Council approve the fourth amendment to Agreement #7690-16-DS with Rincon Consultants (Rincon) for on-call planning and permit processing services in the amount of $300,000, bringing the total agreement cost to $1,650,000.

(Community Services, Public Safety, and Housing & Development Committee approved 2-0;Council member Madrigal was absent.)

## BACKGROUND

The City issued a Request for Qualifications (RFQ) in August 2016 for on-call permit processing and planning services. Four firms responded and Rincon Consultants, Inc. (Rincon) was selected based on their extensive work with the City as well as their breadth and diversity in available staff. The on-call agreement with Rincon has been amended three times and is currently set to expire in June 2021 with a not to exceed contract amount of $1,350,000. The on-call agreement is primarily used to process complex projects, California Environmental Quality Act (CEQA) required documents, and projects with aggressive processing timelines associated with approved Development Agreements. The use of contract planners through this on-call agreement allows the department the flexibility and most cost efficient way to respond quickly to: meet processing deadlines associated with Development Agreements; processes permits within the established turn-around times; respond to grant opportunities; and to provide support to other departments when requested (i.e. through the processing of CEQA documents). Development is cyclical so having consultants rather than full-time staff can save the city money, especially when developers fully fund the costs of contract planners.

City Planning staff are currently involved in managing a number of complex long range projects such as the Local Coastal Plan Update, as well as planning efforts associated with the 6th cycle Housing Element update, housing and sustainability related grant projects (Senate Bill 2 Housing/Planning Grant and Local Early Action Planning Grant). The Planning Division is also managing preparation of the City's Climate Action Plan, Ormond Beach Restoration Access Plan, County of Ventura Harbor Visioning, Municipal Code/Zoning Code Clean Up and updates in compliance with State laws, Planning Process Improvements, CEQA Threshold Update, Downtown Parking In-Lieu Fee, and analysis, application, and management of a multitude of grants. Additionally, two new programs (Cannabis and Short Term Rentals) have been instituted by the City which requires an additional level of staffing not previously included in the Department's structure. These efforts have resulted in the need to shift development projects and utilize contract planning staff. Rincon is currently assisting with a number of projects (the timeframe for working on these projects, where known, is listed in parenthesis).

Developer Deposit Planning Permits:

- Sakioka Farms Implementation and Monitoring
- U-Haul of North Oxnard (2420 N Oxnard Blvd - former Levitz site)
- Tru Hotel by Hilton (180 W Esplanade Dr)
- Wagon Wheel (Oxnard Blvd & Wagon Wheel Rd)
- Rio Urbana (2714 N Vineyard Ave)
- Avalon Homes (Wooley Rd & Edison Canal)
- Portofino Place (Fifth St. & Portofino Pl)
- Teal Club (Ventura Rd & Teal Club Rd)
- Seabridge School Site/School District (2100 Tradewinds Dr)

Cannabis Related Support:

- Assistance in development of cannabis support programs such as cannabis enforcement and compliance fee program; community benefit agreement development; ordinance development; and condition of approval and template materials (ongoing)

Grant Funded Projects:

- Senate Bill 2 Grant Projects (SB2 $625,000 awarded). Rincon tasks include assisting with 6th Cycle Housing Element site selection; infrastructure capacity analysis and study; Municipal Code updates to further housing production and processing/ordinance updates. Cost $100,000, estimated over life of grant (June 30, 2022).
- Local Early Planning Action Grant (LEAP $500,000 awarded). Rincon tasks include assisting with environmental document preparation and review for 6th Cycle Housing Element update; project management for High Quality Transit Corridor and Business Research Park housing study and housing density analysis and capacity. Cost $100,000, estimated over life of grant (June 30, 2023).

Other City Department Work Efforts:

- Public Works - Environmental documents (on going; fully funded by Public Works budget)
- Housing Department Projects - Environmental clearance documents (on going; fully funded by Housing Department budget)

**STRATEGIC PRIORITIES**

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

**FINANCIAL IMPACT**

The fourth amendment with Rincon for on call services increases the total cost of the agreement by $300,000, bringing the total cost to $1,650,000. The amendment will be funded by various funding sources, including the general fund, developer deposits received to date and additional future deposits, grant funds, including SB2, and LEAP grants, GPMF funds, other departments.

The various funding sources used to pay for this agreement include the General Fund, General Plan Maintenance Fee revenue (GPMF), developer paid planning development permit fees and deposits, grant funding, and funding from other City departments for specific city projects. Rincon expenses from February 2017, when the agreement went into effect, through November 2020 total approximately $1,185,000. Of this total, approximately 32% was paid by the General Fund, 53% by developer deposits, 10% by GPMF funds, 3% by grants, 2% by other departments. FY 2020-2021 expenses through November 2020 total approximately $159,000. Of this total, approximately 6% was paid by the General Fund, 74% by developer deposits, 4% by GPMF funds, 13% by grants, and 3% by other departments.

Planning collects permit revenue which helps to offset the contract expenses and their impact to the General Fund. In FY 2020-2021, Planning has collected approximately $382,193 in permit revenue and $453,545 in General Plan Maintenance fee revenue, which totals approximately $835,738 or 60% of its total budgeted revenue. In FY 2019-2020, Planning collected a total of $1,211,560 in total General Fund revenue.

In light of the many above referenced different funding sources for this contract, the Community Development Department will work with the Finance Department to ensure the availability of budgeted funds prior to assignment of each major task under the contract.

**COMMITTEE OUTCOME**

The Community Services, Public Safety, and Housing & Development Committee approved 2-0 (Council member Madrigal was absent) on January 26, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Scott Kolwitz, Planning Manager, Kathleen Mallory, Planning & Sustainability Manager, Sabrina Rodriguez, Management Analyst III*

**ATTACHMENTS**

1. Fourth Amendment to Agreement #7690-16-DS with Rincon Consultants

# FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Rincon Consultants, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on February 7, 2017, by City and Consultant. The Agreement previously has been amended on July 18, 2017, by a First Amendment, on January 15, 2019, by a Second Amendment, and on June 16, 2020, by a Third Amendment.

City and Consultant agree as follows:

1. In Section 12, Term of Agreement, the date "June 30, 2021" is replaced by the date "September 30, 2021".

2. In subsection a of Section 14 of the Agreement, the figure "$1,350,000.00" is deleted and replaced by the figure "$1,650,000.00".

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

[Signatures on next page]

**CITY OF OXNARD**

John C. Zaragoza, Mayor[1] Date

**CONSULTANT**

Jennifer Haddow, PhD,[2] Date
Principal Environmental Scientist

12/28/20

Lacrissa Davis, CFO Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total 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; 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.

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.2**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

**SUBJECT:** Amendments to General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services.

## RECOMMENDATION

That the City Council authorize the Mayor to execute the following Amendments for general on-call geotechnical soils and material testing, laboratory services and inspection services:

1. First Amendment to Agreement A-8078 with Fugro USA Land, Inc., to increase the contract by $100,000 for a new contract value amount of $350,000 and extend the term date to December 31, 2021;
2. First Amendment to Agreement A-8079 with Leighton Consulting, Inc., to increase the contract by $100,000 for a new contract value amount of $350,000 with a term date of December 31, 2021; and
3. First Amendment to Agreement 8256-18-PW with Twining, Inc., to increase the contract by $100,000 for a new contract value amount of $350,000 with a term date of December 31, 2021.

(Public Works and Transportation Committee approved 3-0)

## BACKGROUND

The City requires on-call geotechnical soils and material testing and laboratory and specialty inspection services in order to complete various design and construction projects as approved in the 5-year Capital Improvement Program (CIP), including street improvements, water pipeline installations and various other projects that require soils and material testing. The City has neither the staff nor laboratory facilities to perform these services internally and therefore utilizes these outside service agreements.

## DISCUSSION

The City secured multiple firms for these services following a request for proposals (RFP) process in August 2017. Each firm agreed to a set fee schedule for basic services. Work is assigned to each firm by task order on a rotation basis unless a project requires a specific area of expertise offered by a firm, in which case the firm with the required expertise is assigned the work outside of the usual rotation process. A quote is obtained for each assigned service, and each task order is then approved per current City standard practices. Most of the Geotechnical services provided include testing services for soils, pavement strength and materials at manufacturing locations. They also provide services such as soil borings, analysis and reporting as well as quality control of materials. Due to staff turnover and lengthy negotiations with the multiple firms, the contracts did not go to Council until the following year.

The original Agreement with each firm was for a three-year term with a not-to-exceed amount of $250,000 and all were approved by City Council on October 2, 2018. Staff intends to secure new three-year agreements through a RFP for these

same services in the summer and is anticipated to be awarded in the fall. At this time, it is necessary to add additional funds to each of the Agreements listed above in the amount of $100,000 in order to continue providing the needed services through December 31, 2021 and increase each of the not-to-exceed amounts to $350,000 respectively. This will allow the projects in the approved CIP to continue with access to these services.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

**FINANCIAL IMPACT**

The total additional cost for these on-call services agreements is $300,000 and will be funded from various projects and funds dependent on budget availability. Work will be performed by task order based on the need and sufficient funding or budgets of the requesting department.

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on January 26, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. A-8078 Fugro 1st Amendment
2. A-8078 Fugro Original
3. A-8079 Leighton 1st Amendment
4. A-8079 Leighton Consulting Original
5. 8256-18-PW Twining 1st Amendment
6. 8256-18-PW Twining Original

**Agreement No. A-8078**

# FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Fugro USA Land, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2021," is hereby deleted and replaced with the date, "December 31, 2021."

2. In Section 14a of the Agreement, the not to exceed amount of "$250,000" is hereby deleted and replaced with "$350,000."

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

[Signatures on next page]

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**FUGRO USA LAND, INC**

Osman El-Menchawi, Vice President[2] Date

Richard Baird, Secretary/Treasurer 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.

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this _1st day of July, 2018, by and between the City of Oxnard, a municipal corporation (**"City"**), and Fugro USA Land, Inc., (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as per **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**). The City will request and assign work scopes as such work becomes available and each of these assignments are incorporated in full herein. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services



COUNCIL APPROVED 10/09/2018 LO DATE

The Services shall be coordinated with the City Engineer (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to 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.

8. Time for Performance

The Services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates, Ed Sullivan as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on, July 1, 2018, and expire on June 30, 2021.

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the

Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $250,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. Non-basic services will be paid at an agreed upon task order quote amount after approval by Manager.

b. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Consultant shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Consultant shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Consultant shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit C** and incorporated herein by this reference

c. The acceptance by Consultant of the final payment made under 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.

d. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

e. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

f. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than

Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-**A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager

waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-**A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-**A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. 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 18704 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.

26. Assignability of Agreement

Consultant agrees that 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. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. 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 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.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Fugro USA Land, Inc., 4820 McGrath Street, Suite 100, Ventura, CA 93003 , Attention: Ed Sullivan.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 W Third Street, 3rd Floor, Oxnard, California 93030, Attention: Robert Hearne.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

**CITY OF ~~OXNARD~~**

Tim Flynn 10/2/18

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

☒ ~~Scott Whitney, Interim City Manager (If agreement is $25,000.01-$250,000.00)~~

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

10/2/18

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) — Date

APPROVED AS TO FORM:

2/31/18

Stephen M. Fischer, City Attorney (required for any agreement amount) — Date

APPROVED AS TO CONTENT:

5-30-18

Robert Hearne, Project Manager (required for any agreement amount) — Date

5-30-19

Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

N-A

~~Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more)~~ — Date

N-A

~~Jesus Nava, Assistant City Manager~~ — ~~Date~~

APPROVED AS TO INSURANCE:

N-A

Mike More, Risk Manager (required for any agreement amount) — Date

**FUGRO USA LAND, INC.**

Farid Motamed Vice President — Date

Richard Baird, Secretary/Treasurer — Date

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: 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.

PLEASE DO NOT REMOVE THIS BOX

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

**CITY OF OXNARD**

_____ _____
☐ Tim Flynn, Mayor (if agreement is $250,000.01 or more) Date

☒ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

_____ _____
Michelle Ascencion, City Clerk Date
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

_____ _____
Robert Hearne, Project Manager (required for any agreement amount) Date

_____ _____
Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) Date

APPROVED AS TO AMOUNT:

_____ _____
Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more) Date

_____ _____
Jesus Nava, Assistant City Manager Date

APPROVED AS TO INSURANCE:

_____ _____
Mike More, Risk Manager (required for any agreement amount) Date

**FUGRO USA LAND, INC.**

Farid Motamed 8-15-18
Farid Motamed Vice President Date

8.17.18
Richard Baird, Secretary/Treasurer Date

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; 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.

PLEASE DO NOT REMOVE THIS BOX

# EXHIBIT A
# ON-CALL SERVICES
# SOILS & MATERIAL TESTING & INSPECTION SERVICES
# SCOPE OF SERVICES

## SCOPE OF SERVICES

Using the hourly fee rate amount and from that rate, a lump sum amount for the entire duration of each project/task order, which will include but not limited to the following services:

a. Testing services as assigned for complete projects/tasks, before construction, during construction, and post construction. Assist the City in obtaining any required permits related to this Service.
b. Inspection services, including but not limited to, specialty construction, deputy inspector and welding inspector before construction, during construction, and post construction; and including any requirements to provide inspections and testing at material manufacturing locations; as assigned for complete project/tasks.
c. Obtain approval of any required permits, City, County, and State for this service.
d. Provide quality control.
e. Provide cost estimates for all related services to perform project/task order.
f. Perform analysis and provide reports of any and all samples of soils and materials, compaction results, and inspection results per project/task.
g. Review and assist in answering any RFI (request for information) that may be related to such samples and testing and inspection services.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, overall schedule, and reporting process.
j. Keep communication as required with City staff and consultants.
k. Other related duties as required by City staff related to these services.

## SERVICE OVERVIEW

The Consultant must have access to qualified, trained and where required, certified and/or licensed personnel to accomplish these services on an on-call as needed basis. Consultant must be able to provide such personnel in a timely manner, usually within a 24-hour window, but may on occasion need to provide on a call-out basis. The Consultant shall be responsible for the submittal and approval of its qualified personnel and procedures to be used under this Agreement to City staff prior to any initial work taking place under this Agreement. The Consultant shall be responsible for providing any and all copies of licenses, certifications and other such required documentation of proof of qualification, training and licensing of personnel to be used under this Agreement.

Welding Inspector(s) must have excellent knowledge of welding processes including, but not limited to, SMAW, GTAW and GMAW (mig/tig), FCAW, PAC, SAW, OSW, LBW, ESW, Resistance, brazing and soldering, oxygen and acetylene cutting; have ability to interpret codes and manufacturing standards AWS, ASME, AISI, ANSI, API 1104,B31.1, AWS D1.1, ASME IX, V, VIII, and II A,B,C,E; Boiler and pressure vessel code; and ASTM; vast knowledge of welding drawings, symbols, welding procedures, qualifications, welding specifications, NDE methods, PT,

MT.RT, and UT. Personnel to be used for this Service must be listed as either SCWI, CWI or CAWI, as required for the assigned work scope, with the applicable licenses or certifications provided.

# EXHIBIT B
# COMPENSATION RATES
## Fee Schedule for Basic Routine Services

Basic Personnel, Test, Equipment & Standard Items:

| MINIMUM CALL OUT RATE | RATES |
|---|---|
| 2 Hr. | Group 3 only - $116 |
| 4 hr. | Group 3 only - $116 |
| | |
| **EQUIPMENT** | |
| **Truck** | |
| Daily Rate | $ 55.00 |
| Hourly | $ 20.00 |
| Mileage Charge | $ 0.58 |
| | |
| **PERSONNEL** | |
| Principal | $ 185.00 |
| Sr. Engineer | $ 160.00 |
| Staff Geologist | $ 135.00 |
| **(Prevailing Wages Apply To the Following)** | |
| Technician 1- Soil/ Concrete | $ 100.00 |
| Technician 2- PW Inspector/ Batch Plant/Special Inspector | $ 110.00 |
| Technician 3- Non Destructive Testing | $ 120.00 |
| | |
| **TEST** | |
| 4" Curb- Max Density | $ 185.00 |
| 6" Curb- Max Density | $ 210.00 |
| | |
| **SOIL** | |
| Sand Equivalent | $ 115.00 |
| Sieve Analysis | $ 110.00 |
| Passing 200 Wash | $ 80.00 |
| Sieve With Hydrometer Analysis | $ 185.00 |
| R Value: | $ 310.00 |
| E.I. - Expansion Index | $ 160.00 |
| | |
| **SLURRY SEAL** | |
| Wet Track Abrasion Test | $ 150.00 |
| | |
| **ASPHALT** | |
| LTMD- Bulk Max Density 308 | $ 210.00 |
| Theoretical Max Specific Gravity 309 | $ 150.00 |

| | | |
|---|---|---|
| Extraction & Gradiation | $ | 200.00 |
| Stable Meter S Value | $ | 150.00 |
| Ignition Oven Value | $ | 175.00 |
| Core Density Test | $ | 48.00 |
| | | |
| **CONCRETE** | | |
| **Concrete Compression Test-** | | |
| 4" x 8" | $ | 22.00 |
| 6" x 12" | $ | 25.00 |
| cylinder pick-up | $ | 12.50 |
| | | |
| **MASONRY** | | |
| Compression Strength Grout | $ | 30.00 |
| Compression Strength Mortar | $ | 30.00 |
| Compression Strength Prism | $ | 160.00 |

# EXHIBIT C: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Contractor must immediately notify City.
8. Contractor is not qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination

**Exhibit INS-A**

**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. A-8078
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.

5/18

## 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.

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

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No.** A-8078
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

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** A-8078
**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** A-8078
**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 _____

**Agreement No. A-8079**

# FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Leighton Consulting, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2021," is hereby deleted and replaced with the date, "December 31, 2021."

2. In Section 14a of the Agreement, the not to exceed amount of "$250,000" is hereby deleted and replaced with "$350,000."

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

[Signatures on next page]

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**LEIGHTON CONSULTING, INC.**

Thomas C. Benson, Jr., PE, GE, President and CEO[2] Date

Terry Brennon, CFO 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.

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st day of July, 2018, by and between the City of Oxnard, a municipal corporation (**"City"**), and Leighton Consulting, Inc., (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as per **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**). The City will request and assign work scopes as such work becomes available and each of these assignments are incorporated in full herein. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services



COUNCIL APPROVED 10/02/2018 DATE

The Services shall be coordinated with the City Engineer ("**Manager**"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to 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.

8. Time for Performance

The Services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates, Gareth Mills as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on, July 1, 2018, and expire on June 30, 2021.

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the

Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $250,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. Non-basic services will be paid at an agreed upon task order quote amount after approval by Manager.

b. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Consultant shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Consultant shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Consultant shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit C** and incorporated herein by this reference

c. The acceptance by Consultant of the final payment made under 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.

d. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

e. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

f. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than

Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-**A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager

waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-**A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-**A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. 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 18704 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.

26. Assignability of Agreement

Consultant agrees that 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. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. 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 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.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Leighton Consulting, Inc., 56 East Main Street, Suite 207, Ventura, Ca 93001 , Attention: Gareth Mills.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 W Third Street, 3rd Floor, Oxnard, California 93030, Attention: Robert Hearne.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

**CITY OF OXNARD**

Tim Flynn 10/2/18

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

☒ ~~Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)~~

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion 10/2/18

Michelle Ascencion, City Clerk — Date
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

7/31/18

Stephen M. Fischer, City Attorney — Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

5.30.18

Robert Hearne, Project Manager (required for any agreement amount) — Date

5.30.18

Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

~~Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more)~~ — ~~Date~~

~~Jesus Nava, Assistant City Manager~~ — ~~Date~~

APPROVED AS TO INSURANCE:

N/A

Mike More, Risk Manager (required for any agreement amount) — Date

**LEIGHTON CONSULTING, INC.**

Thomas C. Benson, Jr., PE, GE
President and CEO — Date

Terry Brennon
CFO — Date

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; 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.

PLEASE DO NOT REMOVE THIS BOX

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

**CITY OF OXNARD**

☐ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

☒ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (required for any agreement amount) — Date

APPROVED AS TO CONTENT:

Robert Hearne, Project Manager (required for any agreement amount) — Date

Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more) — Date

Jesus Nava, Assistant City Manager — Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) — Date

**LEIGHTON CONSULTING, INC.**

Thomas C. Benson, Jr., PE, GE — 8/16/2018 — Date
President and CEO

Terry Brennon — 8.20.2018 — Date
CFO

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; 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.

PLEASE DO NOT REMOVE THIS BOX

# EXHIBIT A
# ON-CALL SERVICES
# SOILS & MATERIAL TESTING & INSPECTION SERVICES
# SCOPE OF SERVICES

## SCOPE OF SERVICES

Using the hourly fee rate amount and from that rate, a lump sum amount for the entire duration of each project/task order, which will include but not limited to the following services:

a. Testing services as assigned for complete projects/tasks, before construction, during construction, and post construction. Assist the City in obtaining any required permits related to this Service.
b. Inspection services, including but not limited to, specialty construction, deputy inspector and welding inspector before construction, during construction, and post construction; and including any requirements to provide inspections and testing at material manufacturing locations; as assigned for complete project/tasks.
c. Obtain approval of any required permits, City, County, and State for this service.
d. Provide quality control.
e. Provide cost estimates for all related services to perform project/task order.
f. Perform analysis and provide reports of any and all samples of soils and materials, compaction results, and inspection results per project/task.
g. Review and assist in answering any RFI (request for information) that may be related to such samples and testing and inspection services.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, overall schedule, and reporting process.
j. Keep communication as required with City staff and consultants.
k. Other related duties as required by City staff related to these services.

## SERVICE OVERVIEW

The Consultant must have access to qualified, trained and where required, certified and/or licensed personnel to accomplish these services on an on-call as needed basis. Consultant must be able to provide such personnel in a timely manner, usually within a 24-hour window, but may on occasion need to provide on a call-out basis. The Consultant shall be responsible for the submittal and approval of its qualified personnel and procedures to be used under this Agreement to City staff prior to any initial work taking place under this Agreement. The Consultant shall be responsible for providing any and all copies of licenses, certifications and other such required documentation of proof of qualification, training and licensing of personnel to be used under this Agreement.

Welding Inspector(s) must have excellent knowledge of welding processes including, but not limited to, SMAW, GTAW and GMAW (mig/tig), FCAW, PAC, SAW, OSW, LBW, ESW, Resistance, brazing and soldering, oxygen and acetylene cutting; have ability to interpret codes and manufacturing standards AWS, ASME, AISI, ANSI, API 1104,B31.1, AWS D1.1, ASME IX, V, VIII, and II A,B,C,E; Boiler and pressure vessel code; and ASTM; vast knowledge of welding drawings, symbols, welding procedures, qualifications, welding specifications, NDE

methods, PT, MT.RT, and UT. Personnel to be used for this Service must be listed as either SCWI, CWI or CAWI, as required for the assigned work scope, with the applicable licenses or certifications

# EXHIBIT B
# COMPENSATION RATES
## Fee Schedule for Basic Routine Services

Basic Personnel, Test, Equipment & Standard Items:

| MINIMUM CALL OUT RATE | RATES |
|---|---|
| 2 Hr. | Group 3 only - $116 |
| 4 hr. | Group 3 only - $116 |
| | |
| **EQUIPMENT** | |
| **Truck** | |
| Daily Rate | $ 55.00 |
| Hourly | $ 20.00 |
| Mileage Charge | $ 0.58 |
| | |
| **PERSONNEL** | |
| Principal | $ 185.00 |
| Sr. Engineer | $ 160.00 |
| Staff Geologist | $ 135.00 |
| **(Prevailing Wages Apply To the Following)** | |
| Technician 1- Soil/ Concrete | $ 100.00 |
| Technician 2- PW Inspector/ Batch Plant/Special Inspector | $ 110.00 |
| Technician 3- Non Destructive Testing | $ 120.00 |
| | |
| **TEST** | |
| 4" Curb- Max Density | $ 185.00 |
| 6" Curb- Max Density | $ 210.00 |
| | |
| **SOIL** | |
| Sand Equivalent | $ 115.00 |
| Sieve Analysis | $ 110.00 |
| Passing 200 Wash | $ 80.00 |
| Sieve With Hydrometer Analysis | $ 185.00 |
| R Value: | $ 310.00 |
| E.I. - Expansion Index | $ 160.00 |
| | |
| **SLURRY SEAL** | |
| Wet Track Abrasion Test | $ 150.00 |
| | |
| **ASPHALT** | |
| LTMD- Bulk Max Density 308 | $ 210.00 |
| Theoretical Max Specific Gravity 309 | $ 150.00 |

| | | |
|---|---|---|
| Extraction & Gradiation | $ | 200.00 |
| Stable Meter S Value | $ | 150.00 |
| Ignition Oven Value | $ | 175.00 |
| Core Density Test | $ | 48.00 |
| | | |
| **CONCRETE** | | |
| **Concrete Compression Test-** | | |
| 4" x 8" | $ | 22.00 |
| 6" x 12" | $ | 25.00 |
| cylinder pick-up | $ | 12.50 |
| | | |
| **MASONRY** | | |
| Compression Strength Grout | $ | 30.00 |
| Compression Strength Mortar | $ | 30.00 |
| Compression Strength Prism | $ | 160.00 |

**Agreement No. A-8079**

# EXHIBIT C: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Contractor must immediately notify City.
8. Contractor is not qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

**Exhibit INS-A**

**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. A-8079
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.

5/18

## 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.

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

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

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| **CITY OF OXNARD**<br>**Attn: Insurance Compliance**<br>**Reference No._ A-8079_**<br>**P.O. Box 100085 – OX**<br>**Duluth, GA 30096**<br>**Via Email: cityofoxnard@ebix.com**<br>**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.~~<br><br>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** A-8079
**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** A-8079
**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 _____

**Agreement No. 8256-18-PW**

# FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Twining, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2021," is hereby deleted and replaced with the date, "December 31, 2021."

2. In Section 14a of the Agreement, the not to exceed amount of "$250,000" is hereby deleted and replaced with "350,000."

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

[Signatures on next page]

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**TWINING, INC.**

Steven Schiffer, Sr. Vice President[2] Date

Amy Owens, Secretary 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.

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st day of July, 2018, by and between the City of Oxnard, a municipal corporation (**"City"**), and Twining, Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as per **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**). The City will request and assign work scopes as such work becomes available and each of these assignments are incorporated in full herein. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services



COUNCIL APPROVED
10/02/2018
DATE

The Services shall be coordinated with the City Engineer (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to 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.

8. Time for Performance

The Services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates, Jeff Tawakoli, PE as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on, July 1, 2018, and expire on June 30, 2021.

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the

Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $250,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. Non-basic services will be paid at an agreed upon task order quote amount after approval by Manager.

b. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Consultant shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Consultant shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Consultant shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit C** and incorporated herein by this reference

c. The acceptance by Consultant of the final payment made under 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.

d. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

e. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

f. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than

Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-**A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager

waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-**A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. 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 18704 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.

26. Assignability of Agreement

Consultant agrees that 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. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. 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 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.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Twining, Inc., 1879 Portola Road, Suite G, Ventura, CA 93003, Attention: Jeff Tawakoli, PE.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 W Third Street, 3rd Floor, Oxnard, California 93030, Attention: Robert Hearne.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

**CITY OF OXNARD**

Tim Flynn 10/2/18

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

~~☒ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)~~

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion 10/2/18

Michelle Ascencion, City Clerk — Date
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

7/31/18

Stephen M. Fischer, City Attorney — Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

5.30-18

Robert Hearne, Project Manager (required for any agreement amount) — Date

5-30-18

Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

~~Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more)~~ — Date

NA

Jesus Nava, Assistant City Manager — Date

APPROVED AS TO INSURANCE:

N/A

Mike More, Risk Manager (required for any agreement amount) — Date

**TWINING, INC.**

Robert Ryan, CEO — Date

Amy Owens, Secretary — Date

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; 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.

PLEASE DO NOT REMOVE THIS BOX

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

**CITY OF OXNARD**

_____ _____
☐ Tim Flynn, Mayor (if agreement is $250,000.01 or more) Date

☒ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

_____ _____
Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) Date

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney (required for any agreement amount) Date

APPROVED AS TO CONTENT:

_____ _____
Robert Hearne, Project Manager (required for any agreement amount) Date

_____ _____
Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) Date

APPROVED AS TO AMOUNT:

_____ _____
Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more) Date

_____ _____
Jesus Nava, Assistant City Manager Date

APPROVED AS TO INSURANCE:

_____ _____
Mike More, Risk Manager (required for any agreement amount) Date

**TWINING, INC.**

~~Robert Ryan, CEO~~ Steven Schaffer, VP 8-24-18
Date

Amy Owens, Secretary 8-28-18
Date

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; 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.

PLEASE DO NOT REMOVE THIS BOX

# EXHIBIT A
# ON-CALL SERVICES
# SOILS & MATERIAL TESTING & INSPECTION SERVICES
# SCOPE OF SERVICES

## SCOPE OF SERVICES

Using the hourly fee rate amount and from that rate, a lump sum amount for the entire duration of each project/task order, which will include but not limited to the following services:

a. Testing services as assigned for complete projects/tasks, before construction, during construction, and post construction. Assist the City in obtaining any required permits related to this Service.
b. Inspection services, including but not limited to, specialty construction, deputy inspector and welding inspector before construction, during construction, and post construction; and including any requirements to provide inspections and testing at material manufacturing locations; as assigned for complete project/tasks.
c. Obtain approval of any required permits, City, County, and State for this service.
d. Provide quality control.
e. Provide cost estimates for all related services to perform project/task order.
f. Perform analysis and provide reports of any and all samples of soils and materials, compaction results, and inspection results per project/task.
g. Review and assist in answering any RFI (request for information) that may be related to such samples and testing and inspection services.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, overall schedule, and reporting process.
j. Keep communication as required with City staff and consultants.
k. Other related duties as required by City staff related to these services.

## SERVICE OVERVIEW

The Consultant must have access to qualified, trained and where required, certified and/or licensed personnel to accomplish these services on an on-call as needed basis. Consultant must be able to provide such personnel in a timely manner, usually within a 24-hour window, but may on occasion need to provide on a call-out basis. The Consultant shall be responsible for the submittal and approval of its qualified personnel and procedures to be used under this Agreement to City staff prior to any initial work taking place under this Agreement. The Consultant shall be responsible for providing any and all copies of licenses, certifications and other such required documentation of proof of qualification, training and licensing of personnel to be used under this Agreement.

Welding Inspector(s) must have excellent knowledge of welding processes including, but not limited to, SMAW, GTAW and GMAW (mig/tig), FCAW, PAC, SAW, OSW, LBW, ESW, Resistance, brazing and soldering, oxygen and acetylene cutting; have ability to interpret codes and manufacturing standards AWS, ASME, AISI, ANSI, API 1104,B31.1, AWS D1.1, ASME IX, V, VIII, and II A,B,C,E; Boiler and pressure vessel code; and ASTM; vast knowledge of welding drawings, symbols, welding procedures, qualifications, welding specifications, NDE methods, PT,

MT.RT, and UT. Personnel to be used for this Service must be listed as either SCWI, CWI or CAWI, as required for the assigned work scope, with the applicable licenses or certifications provided.

# EXHIBIT B
# COMPENSATION RATES
## Fee Schedule for Basic Routine Services

Basic Personnel, Test, Equipment & Standard Items:

| MINIMUM CALL OUT RATE | RATES |
|---|---|
| 2 Hr. | Group 3 only - $116 |
| 4 hr. | Group 3 only - $116 |
| | |
| **EQUIPMENT** | |
| **Truck** | |
| Daily Rate | $ 55.00 |
| Hourly | $ 20.00 |
| Mileage Charge | $ 0.58 |
| | |
| **PERSONNEL** | |
| Principal | $ 185.00 |
| Sr. Engineer | $ 160.00 |
| Staff Geologist | $ 135.00 |
| **(Prevailing Wages Apply To the Following)** | |
| Technician 1- Soil/ Concrete | $ 100.00 |
| Technician 2- PW Inspector/ Batch Plant/Special Inspector | $ 110.00 |
| Technician 3- Non Destructive Testing | $ 120.00 |
| | |
| **TEST** | |
| 4" Curb- Max Density | $ 185.00 |
| 6" Curb- Max Density | $ 210.00 |
| | |
| **SOIL** | |
| Sand Equivalent | $ 115.00 |
| Sieve Analysis | $ 110.00 |
| Passing 200 Wash | $ 80.00 |
| Sieve With Hydrometer Analysis | $ 185.00 |
| R Value: | $ 310.00 |
| E.I. - Expansion Index | $ 160.00 |
| | |
| **SLURRY SEAL** | |
| Wet Track Abrasion Test | $ 150.00 |
| | |
| **ASPHALT** | |
| LTMD- Bulk Max Density 308 | $ 210.00 |
| Theoretical Max Specific Gravity 309 | $ 150.00 |

| | | |
|---|---|---|
| Extraction & Gradiation | $ | 200.00 |
| Stable Meter S Value | $ | 150.00 |
| Ignition Oven Value | $ | 175.00 |
| Core Density Test | $ | 48.00 |
| | | |
| **CONCRETE** | | |
| **Concrete Compression Test-** | | |
| 4" x 8" | $ | 22.00 |
| 6" x 12" | $ | 25.00 |
| cylinder pick-up | $ | 12.50 |
| | | |
| **MASONRY** | | |
| Compression Strength Grout | $ | 30.00 |
| Compression Strength Mortar | $ | 30.00 |
| Compression Strength Prism | $ | 160.00 |

**Agreement No. 8256-18-PW**

# EXHIBIT C: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Contractor must immediately notify City.
8. Contractor is not qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

**Exhibit INS-A**

**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. 8256-18-PW
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.

5/18

## 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.

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

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No.** 8256-18-PW
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

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

## COVERAGES

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

## OTHER PROVISIONS

**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**8256-18-PW
**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**8256-18-PW
**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 _____

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.3**

**DATE:** February 16, 2021

**TO:** City Council

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

**SUBJECT:** Amendment to Agreement 8233-18-PO to extend *LexisNexis Accurint* investigative software use.

## RECOMMENDATION

That the City Council approve a five year amendment to agreement 8233-18-PO for the extension of the Accurint Virtual Crime Center Solution investigative software service from LexisNexis in the amount of $39,546 annually.

## BACKGROUND

In 2017, the Oxnard Police Department implemented an "Intelligence-Led Policing" strategy to reinforce existing community policing strategies. As the law enforcement climate continues to evolve, more information-driven approaches to addressing criminal behavior have proven to be successful. To gather and process information into actionable intelligence, software services such as *Accurint* provide an immense amount of value, safety, and reduced liability.

The *Accurint Virtual Crime Center* is connected to the Police Department's Law Enforcement Records Management System (LERMS), and works from a daily copy of the system. It has a robust search capability to not only search our own records but the shared records of more than 1,300 other law enforcement agencies across the United States.

As a subsidiary of *LexisNexis*, *Accurint* utilizes a patented process that combines *LexisNexis* data content, a data analytics supercomputer, and more than 65 billion public and proprietary records, providing extremely high-quality data. The patented data-linking technology delivers accurate and current information on persons, vehicles, phone numbers, addresses, professional certifications, work locations, and more. This linking data and the cross-search capabilities of the system is being utilized daily in several authorized workgroups within the Department such as Patrol, Violent Crimes Unit, Major Crimes Unit, Special Enforcement Unit, and the Homeless Liaison Unit. Code Compliance's use of the software has also proven helpful in their investigations to locate absentee property owners.

The *Accurint* Crime Analysis feature has enhanced the efforts of our crime analysts and Neighborhood Policing Team by allowing them to see calls for service, read reports, and locate criminal hot spots all in one location. This, in turn, allows the crime analysts to provide officers more timely and accurate information to assist in crime prevention and investigative efforts. The crime mapping data is also converted for public viewing through the Community Crime Map website by *LexisNexis*. Within the Oxnard crime map is a link on every event that allows our community to submit a crime tip related to that selected event.

The amendment will extend the agreement with a five (5) year term, ending April 30, 2026. LexisNexis proposed a flat annual rate of $39,546 for the renewal.

## STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

**FINANCIAL IMPACT**

There is sufficient Fiscal Year 2020-21 Gang Violence Suppression (GVS) grant funding (Fund# 218-2029, Project #662119) available to cover the remaining cost of the current fiscal year. The annual cost ($39,546) of future years will be included in the GVS budget of each respective fiscal year.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Marc Amon, Police Department*

**ATTACHMENTS**

1. LexisNexis First Amendment_Schedule A2 (1)
2. Schedule A-2_ no pricing

**Agreement No. 8233-18--PO**

# FIRST AMENDMENT TO AGREEMENT FOR INVESTIGATIVE SOFTWARE SERVICES

This First Amendment ("First Amendment") to the Agreement for Investigative Software Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of January 2021, by and between the City of Oxnard ("City"), a municipal corporation, and LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "LN"). This First Amendment amends the Agreement entered into on May 1, 2018, by City and LN.

City and LN agree as follows:

1. Throughout the Agreement, all references to "Schedule A" shall be replaced with "Schedule A-2."
2. "Schedule A-2" is attached hereto and incorporated herein by this reference.
3. As so amended, the agreement remains in full force and effect.

CITY OF OXNARD

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS FORM:

_____
Stephen M. Fischer, City Attorney

VENDOR[1]

_____

_____

[1] 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; 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.

# SCHEDULE A-2
## Accurint Virtual Crime Center Online (Subscription)
## Jail Booking Batch

| | |
|---|---|
| Customer Name: | **Oxnard Police Department** |
| Billgroup #: | **1671230** |
| LN Account Manager: | **Tiffany J. Esquino** |

This Schedule A-2 sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center and Jail Booking Batch services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A-2 is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A-2 are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

**1. SCHEDULE A-2 TERM**

The term of this Schedule A-2 will be 60 months beginning May 1, 2021 and ending April 30, 2026 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. ACCURINT VIRTUAL CRIME CENTER FEES**

**2.1 Subscription Fees:** Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN $39,546.00 ("AVCC Annual Subscription Fee"), to be invoiced in twelve (12) equal monthly installments of $3,295.50 per month, in exchange for unlimited use of Accurint Virtual Crime Center, Accurint for Law Enforcement, Accurint for Law Enforcement Plus (as further described in Section 2.3) and Accurint for Law Enforcement Mobile, and Accurint Social Media Analytics as further described below.

**2.2 Accurint for Law Enforcement Plus Premium Features**: Email Search, Real Time Phones, Real Time MVR and Virtual Identity Search & Report, including when these features are report components.

**2.3 Accurint for Law Enforcement Plus Subscription**: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.2.

**2.4 Features Not Included:** The following Features ("Excluded Features") are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

| |
|---|
| Advanced Sexual Offender Search |
| Bankruptcy Docket Sheet |
| Bankruptcy Documents |
| Canadian Phones |
| Comprehensive Healthcare Business and Provider Report |
| Court Search Wizard |
| DE Corporation Search and Report |
| FCRA Credit Reports |
| Flat Rate Comprehensive Healthcare Business and Provider Report |
| Identity Authenticate |
| Identity Verification |
| Law Enforcement Location Report |
| MVR Reports (Driving Records) |
| National Motor Vehicle Accident Search and Report |
| News Searches |
| Online Batch Services |



Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

| |
|---|
| Property Deed Image |
| Provider Report Card |
| Provider Sanction Search and Report |
| Provider Search and Report |
| Real Time Person Search |
| Workplace Locator |
| XML |

***LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A-2.***

**2.5 Accurint Social Media Analytics Objects ("ASMAO") Allowance:** Customer is hereby granted an allowance to monitor up to 250 Objects each Year ("ASMAO Annual Cap"). Should Customer exceed the ASMAO Annual Cap, Customer shall pay to LN $2.44 per transaction for each Object in excess of the ASMAO Annual Cap.

**2.6 Accurint Social Media Analytics Events ("ASMAE") Allowance:** Customer is hereby granted an allowance to monitor up to 250,000 Events per month ("ASMAE Monthly Cap"). Should Customer exceed the ASMAE Monthly Cap, Customer shall pay to LN $0.00072 per transaction for each Event in excess of the ASMAE Monthly Cap.

**2.7 Fee Increases:** At the end of the first Year, all fees herein will be increased 3%.

**2.8 Amounts Payable:** Customer agrees to pay LN in accordance with any invoice for the fees set forth above.

**3. JAIL BOOKING BATCH**

**3.1** Included in the fees set forth in Section 2.1 herein, Customer shall be granted up to the number of transactions per Year as indicated in the below table ("Jail Booking Allowance"). Should Customer exceed the Jail Booking Allowance, Customer shall pay to LN an overage fee as indicated in the below table for each transaction that exceeds the Jail Booking Allowance.

| Product | Jail Booking Allowance | Overage Fee |
|---|---|---|
| Jail Booking Watch | 1,000 | $0.26 |

**3.2 Jail Booking Additional Restrictions**

The Jail Booking services provided under this Schedule A-2 shall only be used for the purposes of determining the arrest/incarceration status of particular individuals and shall serve solely as a tip or lead from which Customer can then initiate its own independent investigation. Any determination reached by Customer with regard to an individual or individuals featured in the Jail Booking services provided under this Schedule A-2 shall be based solely on data gathered by Customer pursuant to its own internal investigations.

**4. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A-2 is signed by the Customer and received by LN on or before **February 29, 2021**.


Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

**5. CONFIDENTIAL INFORMATION**

Subject to the Customer's requirement to comply with the California Public Records Act, this Schedule A-2 contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A-2 in trust and confidence and take reasonable precautions against disclosure to any third party.

**AGREED TO AND ACCEPTED BY: Oxnard Police Department**

Signed: _____

Name: _____

Title: _____

Date: _____


Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.4**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

**SUBJECT:** Amendments to On-Call Professional Services Agreements.

**RECOMMENDATION**

That the City Council authorize the Mayor to execute the following Amendments for on-call engineering and construction management services, including for example for Campus Park Activation and Central Park Fountain Control Room Renovation Projects as well as several Water and Wastewater capital improvement projects:

1. First Amendment to Agreement A-8154 with Kennedy/Jenks Consultants, Inc. to increase the contract by $400,000 for a new contract value amount of $1,150,000 with a term date of September 3, 2022; and
2. Fourth Amendment to Agreement 8231-18-PW with M6 Consulting Inc. to increase the contract by $200,000 for a new contract value amount of $650,000 and extend the term to February 28, 2022.

(Public Works and Transportation Committee approved 3-0)

**BACKGROUND**

The City requires on-call professional services through consultants for specialized engineering services in order to complete various projects including street and utility improvements, facility updates, grant writing and funding applications, construction management, floodplain management, groundwater sustainability plans, and various other engineering services and technical assistance. The City has limited staff and resources to perform these services internally and therefore utilizes these outside service agreements to complete Capital Improvement Program (CIP) projects in a timely manner.

## DISCUSSION

These professional service agreements have a set fee schedule for the consultant services and work is assigned by task order after a quote is obtained for each assigned service. Each task order is then approved per current City standard practices.

Kennedy/Jenks Consultants, Inc. (Kennedy/Jenks) currently provides various services for the City under Agreement A-8154 which was approved by City Council on September 3, 2019 in the amount of $750,000. A total of 12 task orders have been issued to Kennedy/Jenks under this agreement for various analyses, evaluations, and engineering consulting services. This Agreement with Kennedy/Jenks was originally for a three-year term ending September 3, 2022. At this time it is necessary to add additional funds in the amount of $400,000 in order to continue providing the needed services through September 3, 2022 and increase the contract value amount to $1,150,000. Kennedy/Jenks will be providing technical engineering services primarily for water and wastewater projects as approved in the CIP.

M6 Consultants Inc. (M6) also currently provides various services for the City under Agreement 8231-18-PW which was approved by the City Manager in July 2018. M6 has helped the City with several Hazard Mitigation Grant Program (HMGP) grant applications resulting in approximately $3,500,000 in total awards from FEMA. This Agreement with M6 was originally in the amount not to exceed $175,000 and has since been amended three (3) times to extend the term date and add additional funds as depicted in Table 1 below.

At this time it is necessary to add additional funds in the amount of $200,000 and extend the term to February 28, 2022 in order to continue providing the needed services and increase the contract value amount to $650,000. M6 will be providing services primarily for assistance with grant applications as they arise, project management of the Campus Park Activation project, and design of the Central Park Fountain Control Room Renovation project.

Table 1

| M6 Consultants Inc. Agreement 8231-18-PW | | | | | |
|---|---|---|---|---|---|
| Agreement | Authorizing Agent | Date Approved | Term Date | Contract Value Change | New Contract Value |
| Original | City Manager | July 2018 | April 1, 2019 | NA | $175,000 |
| First Amendment | Purchasing Manager | March 2019 | April 1, 2020 | NA | NA |
| Second Amendment | City Manager | May 2019 | October 31, 2020 | +$25,000 | $200,000 |
| Third Amendment | City Council | June 4, 2019 | February 28, 2021 | +$250,000 | $450,000 |
| Fourth Amendment* | City Council | February 16, 2021 | February 28, 2022 | +$200,000 | $650,000 |

**Pending Council approval*

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

**FINANCIAL IMPACT**

The total additional cost for these on-call professional services agreements is $600,000 and will be funded from various projects and funds dependent on budget availability. Work will be performed by task order based on the specific need and sufficient funding or project budget of the requesting department.

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on January 26, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. A-8154 Kennedy_Jenks 1st Amendment
2. A-8154 Kennedy_Jenks Original
3. 8231-18-PW M6 4th Amendment
4. 8231-18-PW M6 Original and 1st-3rd Amendments

**Agreement No. A-8154**

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Kennedy/Jenks Consultants, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on September 3, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed of "$750,000" is hereby deleted and replaced with "$1,150,000."

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

[Signatures on next page]

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**KENNEDY/JENKS CONSULTANTS, INC.**

Jeffrey Savard, Vice President[2] Date

Donal R. Weiden, Secretary 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.

**AGREEMENT FOR PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date: September 3, 2019

(2) Consultant: Kennedy/Jenks Consultants, Inc.

(3) Services: On-Call Engineering Services

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: September 3, 2022

(6) Total Agreement Amount: $750,000

(7) City's Project Manager: Tatiana Arnaout

(8) Consultant's Project Manager: Jeff Savard

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

| *FOR CONSULTANT:* | *FOR CITY:* |
|---|---|
| 2775 North Ventura Road, Suite 100<br>Oxnard, CA 93036<br>Attn: Jeff Savard, Vice President | 305 West Third Street, East Wing, Third Floor<br>Oxnard, CA 93030<br>Attn: Tatiana Arnaout, Interim City Engineer |

(11) Contact Emails:

| *CONSULTANT'S PROJECT MANAGER:* | *CITY'S PROJECT MANAGER:* |
|---|---|
| jeffsavard@kennedyjenks.com | tatiana.arnaout@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
☒ Insurance Exhibit (INS-A)

COUNCIL APPROVED
09-03-2019 I-8(1)
DATE

# 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 9/3/19

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion 9/4/19

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

APPROVED AS TO FORM:

7-10-19

Stephen M. Fischer, City Attorney (always required) Date

**KENNEDY/JENKS CONSULTANTS, INC**

Jeffrey Savard, Vice President Date

Donald R. Weiden, Secretary 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.

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.

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
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 7-10-19

**KENNEDY/JENKS CONSULTANTS, INC**

Jeffrey Savard, Vice President Date 7/16/19

Donald R. Weiden, Secretary Date 7/16/2019

[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.

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

**Construction Management, Inspection and Testing Scope of Work**

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Construction Management
2. Constructability Review
3. Oversight of Construction Surveying and Material Testing
4. Pre-Job Coordination and Administration Activities
5. Understanding of standard details and specifications from:

    a. Caltrans
    b. Greenbook
    c. APWA
    d. AWWA
    e. City of Oxnard
    f. County of Ventura
6. Experience in documentation of activities through Daily Inspection Logs
7. Construction Safety Orders
8. Best Management Practices
9. Inspection of:

    a. Traffic Control
    b. Storm Water Prevention Measures
    c. General Street Construction
    d. Underground Utility Construction
    e. Traffic Signal Installation
    f. Landscaping and Irrigation Installation
    g. Street Striping
    h. Pipeline installation: sewer, recycled and potable
    i. Wastewater projects
    j. Water supply projects
    k. Electrical
    l. Architectural
    m. Major building renovations

10. Ability to work with utilities and public agencies in and adjacent to the City of Oxnard
11. Understanding of environmental regulations relevant to construction activities
12. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
13. Additional professional services offered by Consultant

**Engineering Scope of Work**

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. The generation of complete set of plans, specifications and construction engineering estimates for City wide projects. Project types may include, but not be limited to:

    a. Bike and pedestrian facilities (bike lanes, pedestrian paths)
    b. City Park improvements- restrooms, parking lots, service roads
    c. Preliminary engineering in support of grant applications (feasibility studies, draft applications, graphic attachments, benefit cost analysis)
    d. Traffic signal design (new signals, signal modifications, signal synchronization)
    e. Drainage improvement projects
    f. Intersection modification
    g. Pavement maintenance projects.
    h. Sidewalk infill
    i. Alley improvements
    j. Pipeline design: sewer, recycled and potable
    k. Wastewater projects
    l. Water supply projects
    m. Electrical
    n. Architectural
    o. Grant application support
2. Plan check and peer review
3. Constructability review
4. Coordination with utilities, special districts, and public agencies
5. Preparation of project drawings in CAD
6. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others
7. Additional professional services offered by Consultant

**Environmental Planning and Permitting Scope of Work**

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Participate in the Project Development Team
2. Assist Public Works staff in navigating the environmental planning and permitting process
3. Secure environmental clearances for City CIP projects
4. Assist with filling out permit applications
5. Review and provide comments and/or proposed mitigations to Public Works on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations
6. Interface with City Planners on behalf and with Public Works staff when necessary to facilitate the process
7. In performing all Environmental Planning and Permitting Services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City
8. The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City
9. Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability
   a. Bridge Rehabilitation and Maintenance
   b. Park Improvements
   c. Drainage Projects
   d. Flood Control Projects
   e. Paving and Overlay
   f. Roundabouts
   g. Road Extension/new roads
   h. Landscaping
   i. Bike Paths/Bike Lanes
   j. Pedestrian Improvements
   l. Parking Lot Improvements
   l. Alley improvements
10. Grant application support
11. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others
12. Additional professional services offered by Consultant

# RATES AND COSTS EXHIBIT

| Classification | Hourly Rate |
|---|---|
| Engineer-Scientist-Specialist 1 | $130 |
| Engineer-Scientist-Specialist 2 | $155 |
| Engineer-Scientist-Specialist 3 | $170 |
| Engineer-Scientist-Specialist 4 | $185 |
| Engineer-Scientist-Specialist 5 | $200 |
| Engineer-Scientist-Specialist 6 | $225 |
| Engineer-Scientist-Specialist 7 | $250 |
| Engineer-Scientist-Specialist 8 | $270 |
| Engineer-Scientist-Specialist 9 | $290 |
| Construction Manager | $225 |
| Construction Inspector | $175 |
| CAD Technician | $105 |
| Senior CAD Technician | $120 |
| CAD Designer | $145 |
| Senior CAD Designer | $160 |
| Project Administrator | $120 |
| Administrative Assistant | $100 |
| Aide | $75 |

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent (10%) for items such as:

a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental and special supplies related to the work.
b. Consultants, soils engineers, surveyors, contractors and other outside services.
c. Rented vehicles, local public transportation and taxis, travel and subsistence.
d. Project specific telecommunications and delivery charges.
e. Special fees, insurance, permit and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

## INSURANCE EXHIBIT

Exhibit INS-A

## 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.

7/19

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

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

**CERTIFICATE 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**

**CANCELLATION**

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 – 0X**
**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: _____

Rev. 7/19

## 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 _____

**Agreement No. 8231-18-PW**

**FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Fourth Amendment ("Fourth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant. The Agreement previously has been amended on March 18, 2019, by Second Amendment, on May 28, 2019, and on June 4, 2019, by a Third Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "February 28, 2021," is hereby deleted and replaced with the date, "February 28, 2022."

2. In Section 14a of the Agreement, the not to exceed amount of "$450,000" is hereby deleted and replaced with "$650,000."

3. The following shall be added to Section 14 of the Agreement:

"f. In accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Consultant shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Consultant shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Consultant shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as Exhibit B and incorporated herein by this reference."

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

[Signatures on next page]

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**M6 CONSULTING, INC.**

Robert Woodward, CEO[2] Date

Masoud Mahmoud, CFO 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.

**EXHIBIT B**

**PREVAILING WAGE EXHIBIT**

1. The Project defined in the Agreement between City and Contractor is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement's term. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

**Agreement No. 8231-18-PW**

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of July, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services including reviewing drafts of the Groundwater Sustainability Plan (the "GSP") provided by the Fox Canyon Groundwater Management Agency (the "GMA"), attending various GMA meetings regarding the GSP, and otherwise providing non-engineering consulting services regarding the GSP as more particularly set forth in various task orders issued in writing by the Manager as well as general grant writing and related services (the "Services"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

COUNCIL APPROVED
7/10/2018 L-13(9)
DATE

5. Coordination of Services

The Services shall be coordinated with Thien Ng, Assistant Public Works Director ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to 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.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in each task order. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Masoud Mahmoud, CFO, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on the date first listed above and expire on April 1, 2019.

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $175,000 for the Services at rates provided in **Exhibit A** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under 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.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. 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 18704 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.

26. Assignability of Agreement

Consultant agrees that 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. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. 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 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.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to M6 Consulting Inc., 4165 E. Thousand Oaks Blvd., Suite 355, Westlake Village, CA 91362, Attention: Masoud Mahmoud, CFO.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 W. Third Street—Third Floor, Oxnard, California 93030, Attention: Thien Ng, Assistant Public Works Director.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be

effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

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

**CITY OF OXNARD**

7/11/2018

Alexander Nguyen Date
City Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Date
City Attorney

APPROVED AS TO CONTENT:

Thieh Ng, Date
Assistant Public Works Director

Rosemarie Gaglione, Date
Public Works Director

APPROVED AS TO INSURANCE:

7/6/18

Mike More, Risk Manager Date

**M6 CONSULTING INC.**

6/19/2018

Robert Woodward, CEO Date

06/19/2018

Masoud Mahmoud, CFO Date

# EXHIBIT A

## COMPENSATION RATES

**Hourly Public Works/Land Services:**

| | |
|---|---|
| Project Manager | $165,00 |
| Project Director | $195.00 |
| Project Engineer | $150.00 |
| Project Designer | $100.00 |
| CAD Drafter | $110.00 |
| Hydrology/Hydraulic Engineer | $165.00 |
| Structural Engineer | $165.00 |
| Construction Manager | $150.00 |
| Inspector | $115.00 |
| Map Review/City Surveyor | $185.00 |
| 1 Man Survey Crew | $205.00 |
| 2 man Survey Crew | $250.00 |
| Minimum Survey Trip Charge | $750.00 |
| Office Survey/Mapping | $165.00 |
| Soils/Geotechnical Engineer | $175.00 |
| Principal Engineer | $225.00 |

Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

**MISCELLANEOUS CHARGES: Hourly**

| | |
|---|---|
| Administration/Tech Aide | $64.00 |
| Direct Costs | Cost + 15% |
| Outside Reproduction | Cost + 15% |
| Materials & Expenses | Cost + 15% |
| Mileage (Portal to Portal) | $0.54/mile |

## 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.

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. 8231-18-PW
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.

## 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.

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

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

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| **CITY OF OXNARD**<br>**Attn: Insurance Compliance**<br>**Reference No. 8231-18-PW**<br>**P.O. Box 100085 – OX**<br>**Duluth, GA 30096**<br>**Via Email: cityofoxnard@ebix.com**<br>**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.~~<br><br>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

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

### OTHER PROVISIONS

**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. 8231-18-PW**
**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

**LIMIT OF LIABILITY**

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

**OTHER PROVISIONS**

**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. 8231-18-PW**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@eblx.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 _____

OXNARD

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement.

**Definition**

**Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.

**Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.

**Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

## WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a sole/single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Business Name: M 6 Consulting Inc.

2. Vendor contact information (email/phone#): Masoud@m6consultinginc.com

3. Vendor Identification Number: TBD

4. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide (if this is proprietary software, machinery, or hardware please provide a supporting letter from the manufacturer): Consultant has demonstrated their ability to perform and has the necessary expertise in applying for and obtaining grants with various other governmental agencies. See City of Goleta. $19 million for a new train station.

5. What other products/services have been examined and rejected (State reason for rejection)? None.

6. If alternate products/services are available, would there be any additional costs to replace existing products/services? If yes, please estimate additional costs associated with the selection of an alternate product/service. As the grant application process is time sensitive, time is of the essence in obtaining this consultant's assistance for the application process.

7. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase exceeds the City Manager's authority ($250,000), City Council approval must be obtained.

   (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

| Product/Service Description: | Fiscal Year: | Fiscal Year: | Fiscal Year: | Fiscal Year: |
|---|---|---|---|---|
| One-Time Costs (Describe): | | | | |
| Ongoing Costs (Describe): | 2019 | | | |
| Annual Total Costs: | $ 175,000 | | | |

8. Identify Funding Source(s) for all costs for this purchase, to include ongoing costs.

| Funding Source | Fiscal year | Annual Amount |
|---|---|---|
| 601-6010-842-928 | 2019 | $ 54,970 |
| Various | 2019 | $ 120,030 |
| | | $ |

9. Period of Performance:
   - From: July 2018 To: April 2019

10. List attachments. **Business Tax Certificate, Insurance, Scope, price list, proprietary confirmation from Manufacturer**.

OXNARD

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Agreement
Amendment 1
Ebix insurance ticket
Business License

**I HEREBY CERTIFY THAT:**

1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.

2) I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.

3) There is validity as to the information contained herein.

4) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

5) A negotiated contract/sole/single source purchase in this case would withstand an audit or a vendor's protest.

Department: Public Works Requestor:

Please print

Authorized Department Director or designee: R Guglielmo 6-4-18

Please print/sign name Date:

**Below to be completed by Purchasing:** ☑ **Approved or** ☐ **Denied**

Notes:

Budget: Beth Vo or Tanya Williams/ Date:

$2,501 to $5,000 Please sign

Purchasing Manager: Lisa Boerner/ Date: 7/6/18

Under $25,000 Please Sign

Alexander Nguyen 7/11/2018

City Manager: Please Sign Date:

$25,001 to $250,000

Mayor: Tim Flynn/ 7/10/18

$250,001 + Please Sign Date:

Tracking# 17-75 NTE $175,000 FY 18/19

Tracking #

Not to Exceed Amount:

FY:

# FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18 day of March, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "April 1, 2019," is hereby replaced with the date, "April 1, 2020."

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

[Signatures on next page]

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

**CITY OF OXNARD**

3.18.19
Date

☐ Tim Flynn, Mayor[1]
☐ Alexander Nguyen, City Manager
■ Lisa Boerner, Purchasing Manager

**M6 CONSULTING, INC.**

2/20/2019
Robert Woodward, CEO — Date

2/28/19
Masoud Mahmoud, CFO — Date

APPROVED AS TO FORM:

2/28/19
Stephen M. Fischer, City Attorney (always required) — Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

# SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 28 day of May, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 10, 2018, and by a First Amendment on March 18, 2019, by City and Consultant.

City and Consultant agree as follows:

1. Section 1 of the Agreement (Scope of Services) is deleted in its entirety and replaced with the following:

> "Consultant shall furnish City with professional consulting services including reviewing drafts of the Groundwater Sustainability Plan (the "GSP") provided by the Fox Canyon Groundwater Management Agency (the "GMA"), attending various GMA meetings regarding the GSP, non-engineering consulting services regarding the GSP, project/program management, capital project development and design management, project funding/financing (application, coordination, funding documentation and reimbursement requests), City engineering and extension of staff services, bid period services (bid package preparation, bidder communication, bid analysis and summary staff reports and recommendations.), interagency coordination and permitting, utility coordination, communication and permitting, grant writing and funding applications, public outreach and project presentations to City staff, Council and Commissions, floodplain management and FEMA coordination, disabled accessibility assessments for City buildings and facilities, program and ordinance development, policy and procedure development, staff training and any other professional services offered by Consultant. These services shall be provided through various task orders issued in writing by City management. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control."

2. In Section 12 of the Agreement, the date "April 1, 2020," is hereby replaced with the date, "October 31, 2020."

3. In Section 14a. of the Agreement (Compensation), the not to exceed amount is hereby changed to "$200,000," and "Exhibit A" is replaced by "Exhibit A-1."

4. Exhibit A (Compensation Rates) is deleted in its entirety and replaced by Exhibit A-1.

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

[Signatures on next page]

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

**CITY OF OXNARD**

5/28/2019
Date

☐ Tim Flynn, Mayor[1]
■ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

**M6 CONSULTING, INC.**

Robert Woodward, CEO — 5/14/2019 Date

Masoud Mahmoud, CFO — 5/14/19 Date

APPROVED AS TO FORM:

5/14/19
Date

Stephen M. Fischer, City Attorney (always required)

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

## EXHIBIT A-1
## COMPENSATION RATES

Hourly Public Works Services

| | |
|---|---|
| Project Manager | $165.00 |
| Project Director | $195.00 |
| Project Engineer | $150.00 |
| Project Designer | $120.00 |
| CAD Drafter | $110.00 |
| Hydrology/Hydraulic Engineer | $165.00 |
| Structural Engineer | $165.00 |
| Construction Manager | $150.00 |
| Inspector | $115.00 |
| Map Review/City Surveyor | $185.00 |
| 1 Man Survey Crew | $205.00 |
| 2 Man Survey Crew | $250.00 |
| Minimum Survey Trip Charge | $750.00 |
| Office Survey/Mapping | $165.00 |
| Soils/Geotechnical Engineer | $175.00 |
| Principal Engineer | $225.00 |

Rates are increased by a factor of 1.5 times for overtime, and for holiday or weekend assignments. All rates are subject to a 2% annual increase on January 1st of each year of the contract.

Miscellaneous Charges

| | |
|---|---|
| Administration/Tech Aide | $64.00 |
| Direct Costs | cost +15% |
| Outside Reproduction | cost +15% |
| Materials and Expenses | cost +15% |
| Mileages (portal to portal) | $.54/mile |

# THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 4th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on July 10, 2018, by a First Amendment on March 18, 2019, and by a Second Amendment on May 21, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "October 31, 2020," is hereby deleted and replaced with the date, "February 28, 2021."

2. In Section 14a of the Agreement, the not to exceed amount of "$200,000" is hereby deleted and replaced with "$450,000."

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

[Signatures on next page]



COUNCIL APPROVED
6/4/2019 K-11
DATE

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

**CITY OF OXNARD**

Tim Flynn 6/4/19

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

ATTEST:

Michelle Ascencion 6/4/19

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

APPROVED AS TO FORM:

5/23/19

Stephen M. Fischer, City Attorney (always required) Date

**M6 CONSULTING, INC.**

Robert Woodward, CEO Date

Masoud Mahmoud, CFO Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

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

**CITY OF OXNARD**

Tim Flynn 6/4/19

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

**M6 CONSULTING, INC.**

5/24/2019

Robert Woodward, CEO Date

5/24/19

Masoud Mahmoud, CFO Date

ATTEST:

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

APPROVED AS TO FORM:

5/23/19

Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.5**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

**SUBJECT:** First Amendments to Federal and State Lobbyist Agreements and Resolution on Legislative and Court Opinion Advocacy Letters.

## RECOMMENDATION

That the City Council:
1. Approve and authorize the Mayor to execute a First Amendment with HROD, Inc, John R. O'Donnell (A-8049) for federal lobbyist services for an increase of $196,200 for a total contract amount not to exceed $392,400 beginning January 14, 2021, through January 13, 2024;
2. Approve and authorize the Mayor to execute a First Amendment with Michael J. Arnold and Associates, Inc. (A-8050) for state lobbyist services for an increase of $48,000 for a total contract amount not to exceed $288,000 beginning January 14, 2021, through January 13, 2024; and
3. Adopt a resolution authorizing the City Manager in consultation with the Mayor and Mayor Pro Tem to prepare and to execute advocacy letters on the City's behalf to the State and federal government and authorizing the City Attorney in consultation with the Mayor and Mayor Pro Tem to prepare and to execute court publication or depublication advocacy letters on the City's behalf.

(Finance and Governance Committee approved 2-0)

## BACKGROUND

The current agreements with HROD, Inc., John R. O'Donnell (MMO Partners), and Michael J. Arnold (Arnold and Associates) for lobbying services in Washington, D.C., and Sacramento, respectively, expired on January 13, 2021.

In coordination with the Office of the City Manager, MMO Partners and Arnold and Associates have continued to assist the City in developing and implementing effective State and federal advocacy strategies to increase funding opportunities and influence State and federal laws and policies as they relate to City priorities, programs, and operations.

### MMO Partners

MMO Partners is a full-service government affairs firm with experience in lobbying Congress and the executive branch. Under this contract extension, they would continue to provide federal legislative advocacy and governmental affairs services on behalf of the City to all City departments, particularly public safety, Halaco remediation activities, and infrastructure funding projects. Staff at MMO Partners regularly provides legislative reports and representation with federal agencies, departments, and associations, which is critical to ensure the advancement of the City's items of legislative importance.

2020 Federal Legislative Activity Highlights

• Outreach to the consulting firm working with FEMA and responsible for the review and issuance of comment letter concerning the floodwall design at the Wagon Wheel development
• Discussions with Senator Feinstein's office to recommend that the Senator and Congresswoman Julia Brownley engage with the new EPA Administrator on the City's Halaco Superfund site
• Worked with Public Works and USBR's Title XVI Denver Technical Services staff to ensure the City's feasibility study met the Title XVI program criteria for City's Advanced Water Purification Project
• Continued discussions on the City's FEMA Hazard Mitigation Funding project with FEMA Headquarters, FEMA Region 9, and the City's Congressional Delegation. Congresswoman Brownley sent a letter to FEMA at the end of 2019 in support of the project
• Continued work with the City Manager and Congressional delegation to include direct, flexible funding for local governments in the next coronavirus bill expected to be introduced in February 2021
A complete list is attached to this report as Attachment 4.

For calendar year 2021, for the purpose of making significant progress in these two critical areas, the City would narrow the scope of work and have MMO Partners seek tangible progress in:

• Fully remediating the Halaco EPA Superfund Site
• Complete the levee system impacting the City

In October of 2021 and again in October of 2022, MMO Partners will request in writing from the City Manager the "shortlist" of legislative changes, similar to the two items above, for the 2022 and 2023 calendar years, respectively.

**Arnold and Associates**

Arnold and Associates is a full-service government affairs firm with experience in lobbying State Legislators. Over the past several years, the most important activity has involved the State budget and related fiscal issues. Arnold and Associates meet weekly during the legislative session with representatives of the League of California Cities and other municipal lobbyists in Sacramento. The firm also provides the City with comprehensive legislative monitoring, bill review service, reviews all legislation, and all forms of legislation as the bills are introduced and amended. Bills of key interest to the City are forwarded to staff for additional review and analysis. Once a position is determined, staff advises Mr. Arnold and Associates, and the firm works to secure results beneficial to the City.

2020 State Legislative Activity Highlights

• Testified on behalf of City to the California Statewide Advisory Committee on Cooling Water Intake Structures about the Ormond Beach Generating Station
• Met with Assembly Member Jacqui Irwin's staff to discuss sponsorship of the Homelessness Task Force bill
• Created a new 2020 legislative status report and sent it to the City for review
• Discussions with Senator Hannah-Beth Jackson's office regarding budget funding requests for the City
• Updated the City on changes to the legislative schedule due to coronavirus shutdowns and quarantines
• Testified at California Water Board hearing on April 21st for the Ormond Power Plant and Once-Through Cooling timeline extension
• Reviewed funding for homelessness and housing included in the initial State budget
• Gathered and distributed key information regarding available grants
• Updated the City regarding the projections for the 2021-2022 State budget and fiscal outlook from the Legislative Analyst's Office
A complete list is attached to this report as Attachment 5.

For calendar year 2021, for the purpose of making significant progress in these two critical areas, the City would narrow the scope of work and have Arnold and Associates focus on advocating for the following legislative priorities:

• Fox Canyon Groundwater Management Agency board composition changes
• Advocacy for local governance control

Similar to the stipulation to MMO Partners, in October of 2021 and again in October of 2022, Arnold and Associates will request in writing from the City Manager the "shortlist" of legislative changes, similar to the two items above, for the 2022 and 2023 calendar years, respectively.

**Resolution on Advocacy Letters**

From time to time, it may be necessary for the City to send advocacy letters when the City's interests align with current or prospective legislation on the State and federal level or with court opinion publication and depublication. The attached resolution authorizes the City Manager in consultation with the Mayor and Mayor Pro Tem to prepare and execute these advocacy letters on the City's behalf to the State and federal government. The resolution will also authorize the City Attorney in consultation with the Mayor and Mayor Pro Tem to prepare and execute court opinion publication or depublication advocacy letters on the City's behalf.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

## FINANCIAL IMPACT

No budget adjustment is necessary. There is sufficient Fiscal Year 2021-21 appropriation to cover the estimated costs of $51,975 ($32,073 Gen Fund/$19,902 Utility Funds) for the remainder of the current fiscal year. An estimated $29,975 for MMO Partners and $22,000 for Arnold & Associates is available in the General Fund (101-1001-804.84-62/65), Water (601-6010-846.84-62), Wastewater (621-6205-846.84-62) and Environmental Resources (631-6301-846.84-62) funds. Funding of future years costs will be included in the respective budget of each Fiscal Year (2021-22, 2022-23 & 2023-24).

## COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on January 26, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Shiri Klima, Deputy City Manager, Adam Smith, Project Manager, Luly Lopez, Executive Assistant I*

## ATTACHMENTS

1. First Amendment HROD
2. First Amendment Arnold and Associates
3. Legislative Advocacy Letters Resolution.docx
4. MMO Partners - 2020 Year End Report
5. Arnold & Assoc - 2020 Year End Report

**Agreement No. A-8049**

# FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of January, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and HROD, Inc., John R. O'Donnell ("Consultant"). This First Amendment amends the Agreement entered into on January 3, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, the Scope of Services exhibit to the Agreement is supplemented with the attached Scope of Services Exhibit A(1) attached hereto and incorporated herein by this reference into the Agreement.

2. In Section 12 of the Agreement, "January 13, 2021" is deleted and replaced with "January 13, 2024".

3. In Section 14(a) of the Agreement, the sentence "City agrees to pay Consultant in an amount not to exceed $5,450.00 per month for the Services" is deleted and replaced with "City agrees to pay Consultant in an amount not to exceed $392,400".

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

[Signatures on next page]

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

**CITY OF OXNARD**

_____ _____
☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

**HROD, Inc.**

_____ _____
John R. O'Donnell, Date
Managing Partner

_____ _____
Kyriakos Pagonis, Date
Senior Associate

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Date
Attorney (always required)

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

# EXHIBIT A1

Advocate for all of the following legislative changes in calendar year 2021:

- Fully remediating the Halaco EPA Superfund Site; and
- Complete levee system impacting the City

**Agreement No. A-8050**

# FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of January, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Michael J. Arnold ("Consultant"). This First Amendment amends the Agreement entered into on January 3, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, the Scope of Services exhibit to the Agreement is supplemented with the attached Scope of Services Exhibit A1 attached hereto and incorporated herein by this reference into the Agreement.

2. In Section 12 of the Agreement, "January 13, 2021" is deleted and replaced with "January 13, 2024".

3. In Section 14(a) of the Agreement, the sentence "City agrees to pay Consultant in an amount not to exceed $4,000 per month for the Services" is deleted and replaced with "City agrees to pay Consultant in an amount not to exceed $288,000".

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

[Signatures on next page]

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

**CITY OF OXNARD**

_____ _____
☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Date
Attorney (always required)

**MICHAEL J. ARNOLD AND ASSOCIATES**

_____ _____
Michael J. Arnold, President Date

_____ _____
Kristian Foy, Vice President Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

# EXHIBIT A1

Advocate for all of the following legislative changes in calendar year 2021:

- Fox Canyon Groundwater Management Agency board composition changes; and
- Advocacy for local governance control.

**RESOLUTION NO. ___**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER IN CONSULTATION WITH THE MAYOR AND MAYOR PRO TEM TO PREPARE AND TO EXECUTE ADVOCACY LETTERS ON THE CITY'S BEHALF TO THE STATE AND FEDERAL GOVERNMENT AND AUTHORIZING THE CITY ATTORNEY IN CONSULTATION WITH THE MAYOR AND MAYOR PRO TEM TO PREPARE AND TO EXECUTE COURT PUBLICATION OR DEPUBLICATION ADVOCACY LETTERS ON THE CITY'S BEHALF**

WHEREAS, the City needs a mechanism to advocate quickly in support or in opposition to various State and federal bills and other legislative acts.

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

**Section 1:** Where legislation is proposed by the State or federal government on any topic impacting local governance, the City Manager in consultation with the Mayor and Mayor Pro Tem is authorized to prepare, and the Mayor is authorized to execute, an advocacy letter on the City's behalf. Such topics could include, for example, community services, finance, housing, labor relations, land use, local control, public safety, sustainability, telecommunications, transportation or water.

**Section 2:** For litigation in which the City is not a party, the City Attorney in consultation with the Mayor and Mayor Pro Tem is authorized to prepare, and the Mayor is authorized to execute, letters on the City's behalf advocating for publication or depublication of appellate court opinions.

**Section 3:** This Resolution shall take effect immediately upon its adoption.

**Section 4:** The City Clerk shall certify as to the adoption of this Resolution.

(continued on next page)

PASSED, APPROVED and ADOPTED this 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

# Attachment 4

MMO PARTNERS
MURRAY | MONTGOMERY | O'DONNELL

January 5, 2021

To: Alex Nguyen, City Manager

From: John O'Donnell, Kyriakos Pagonis, Heather O'Donnell

Re: 2020 Accomplishments of City of Oxnard's Federal Program

The following is a list of achievements for the City of Oxnard's 2020 federal program. The primary purposes of the City's federal program is to obtain federal grant funding for City projects, appropriations funding to support federal program accounts critical to the City and legislation benefiting the City's operations.

## COVID-19

A major portion of MMO Partners' work in 2020 with the City Manager and City's Congressional delegation was spent ensuring provisions were included in COVID-19 legislation to provide direct funding to the City. To date, the City has received approximately $10.8 million in coronavirus relief funding and will receive additional funding through the rental assistance provision in the latest coronavirus legislation approved last month.

MMO is working with the City Manager and Congressional delegation to include direct, flexible funding for local governments in the next coronavirus bill expected to be introduced in February.

Additional 2020 federal program achievements:

## Advanced Water Purification Project

The City's Public Works Department prepared a Title XVI feasibility study for the next phase of the AWPF, and the U.S. Bureau of Reclamation (USBR) notified the City in April the feasibility study met the Title XVI project eligibility criteria. MMO worked with Public Works and USBR's Title XVI Denver Technical Services staff to ensure the City's feasibility study met the Title XVI program criteria. With the approved feasibility study, the City is positioned to compete for Title XVI program funding.

## Wagon Wheel Village Development

The City notified MMO Partners in August that the project required action by the Federal Emergency Management Agency (FEMA) to approve the design of the project floodwall. MMO

engaged immediately with the representative of the consulting firm working with FEMA and responsible for review of the floodwall design to underscore the importance to the City for FEMA to approve the floodwall design as soon as possible. The City was anxious to have FEMA issue a comment letter on its initial review of the floodwall design, so the floodwall design could be made final. With the City's urging, FEMA issued its comment letter on the design to the consulting engineering firm in October and within four weeks of the City's initial contact with the agency. FEMA received a response from the engineering firm which addressed all the points listed in the comment letter. The engineering firm and City are awaiting FEMA's approval of the floodwall design.

**Halaco**

The City has worked with MMO Partners and Senator Dianne Feinstein on mitigating the environmental impacts of the Halaco site for eight years. Senator Feinstein included language in an appropriations bill during the previous Administration directing the Environmental Protection Agency (EPA) remove the building hazards on the property. The e City and MMO provided the legislative language and supporting information to Senate Environment and Interior Appropriations Committee that directed EPA to remove the hazards.

The last week of December MMO spoke with Senator Feinstein's office to recommend that the Senator and Congresswoman Julia Brownley engage with the new EPA Administrator after January 20 to request EPA Region 9 and the California Department of Toxic Substances Control to take the next steps to mitigate the Halaco site. Councilman Bryan MacDonald's contacts with EPA Region 9 and Department of Toxic Substances have enabled MMO to update the Congressional delegation that their engagement with EPA and State of California is timely.

City Secures $300,120 in FEMA Hazard Mitigation Funding (HMGP)

Federal Emergency Management Agency (FEMA) provides HMGP, authorized by Section 404 of the Stafford Act, funds to States after a Presidential Major Disaster Declaration. The purpose is "to reduce the loss of life and property due to natural disasters. HMGP funds also support reduction and removal of hazards during the immediate recovery from a disaster. Funds are for projects to reduce or prevent loss from future disasters. Projects must provide a long-term solution to a problem. One example is lifting a home to reduce the risk of flood damage instead of using sandbags and pumps to fight the flood. Potential savings must be more than the cost of the project. Funds can help protect public or private property."

The City submitted four Hazard Mitigation Grant Program (HMGP) projects (Mandalay Bay Seawalls Retrofit, Oxnard Wastewater Treatment Plant Electrical Building and Plant Generator, Police Station Emergency Backup Generator and Del Norte Regional Recycling and Transfer Plant Backup Generator), which were submitted by CALOES to FEMA on April 16, 2019 for review and approval. MMO discussed the City's project with FEMA Headquarters, FEMA Region 9 and the City's Congressional Delegation. Congresswoman Brownley sent a letter to FEMA at the end of 2019 in support of the City' project.

# Attachment 4

In February 2020, the City was notified that it was awarded $300,120 in FEMA HMGP funding to install a Police Station Emergency Backup Generator.

## City of Oxnard Secures $8,343,372 in CARES Act Funding for Homeless Assistance and Community Development

To date, the City has received $5,255,055 in CARES Act homeless assistance funding, which can be used to: make more emergency shelters available for homeless individuals and families; Operate emergency shelters by providing food, rent, security, maintenance, repair, fuel, equipment, insurance, utilities, furnishings, and supplies necessary for their operation; provide Hotel/Motel Vouchers for homeless families and individuals; provide essential services to people experiencing homelessness including childcare, education services, employment assistance, outpatient health services, legal services, mental health services, substance abuse treatment services, and transportation; and prevent individuals from becoming homeless and rapidly rehouse homeless individuals.

In addition, the City received $3,088,367 in CARES ACT CDBG funding, which can be used for all CDBG eligible activities that are carried out to prevent, prepare for and respond to coronavirus, which includes reimbursement for allowable costs to prevent, prepare for and respond to coronavirus.

## City FY 21 Priority Programs Funded in 2021 Omnibus Package

Two years ago, Congress began inviting constituents to submit federal program funding requests for the fiscal year. An example would be funding for a specific federal program such as the HOME program. The request form requires the federal agency program account used to fund the program, name of the program, previous fiscal year funding level, funding requested by the President, funding amount requested for the fiscal year under consideration and how the funding benefits the requesting party.

MMO uses the City's specific appropriations requests to guide our research on the availability of federal grants. We also use our complete appropriations analysis (below) to guide our research on the very broad range of federal grant opportunities.

MMO, on behalf of the City, completed and submitted four high priority FY 21 Appropriations requests/forms (see table below) to Senators Feinstein and Harris and Congresswoman Brownley.

On December 27, President Trump signed the $1.4 trillion Consolidated Appropriations Act, 2021 (HR 133) into law. The omnibus measure wraps 12 spending bills into one and funds agency operating budgets through Sept. 30 of next year.

| City Priority | Federal Program | Final FY 20 | Amount Requested | Final FY 21 |
|---|---|---|---|---|

# Attachment 4

| | | | | |
|---|---|---|---|---|
| Homeless Assistance | Continuum of Care | $ 2,350,000,000 | $ 3,000,000,000 | $ 3,000,000,000 |
| Water Infrastructure | Title XVI WINN | $ 63,617,000 | $ 64,000,000 | $ 63,617,000 |
| Homeless Assistance | HOME | $ 1,350,000,000 | $ 1,500,000,000 | $ 1,350,000,000 |
| Public Safety | COPS Hiring | $ 155,000,000 | $ 250,000,000 | $ 145,500,000 |

In addition to the specific City programmatic requests made above, the table below identifies other federal programs that align with City services and projects.

| Department | Program | Final FY 20 | Final FY 21 |
|---|---|---|---|
| HUD | CDBG formula | $ 3,400,000,000 | $ 3,450,000,000 |
| HUD | HOME | $ 1,350,000,000 | $ 1,350,000,000 |
| HUD | Lead Hazard Reduction | $ 290,000,000 | $ 360,000,000 |
| HUD | Jobs Plus Initiative | $ 15,000,000 | $ 15,000,000 |
| HUD | ROSS | $ 35,000,000 | $ 35,000,000 |
| HUD | Choice Neighborhoods | $ 175,000,000 | $ 200,000,000 |
| HUD | Homeless Assistance Grants | $ 2,777,000,000 | $ 3,000,000,000 |
| HUD | Homeless Assistance - CoC | $ 2,350,000,000 | $ 2,569,000,000 |
| HUD | Homeless Assistance - Emergency Solutions | $ 290,000,000 | $ 290,000,000 |
| HUD | Homeless Assistance- Youth homeless Demonstration | $ 80,000,000 | $ 82,000,000 |
| DOT- FAA | Airport Improvement Program (AIP) | $ 3,350,000,000 | $ 3,350,000,000 |
| DOT- FAA | Discretionary AIP | $ 400,000,000 | $ 400,000,000 |
| DOT- FTA | Transit Formula | $10,150,348,462 | $10,150,348,462 |
| DOT- FTA | Bus and Bus Facilities Competitive (Discretionary) | $ 170,000,000 | $ 414,044,000 |
| DOT- FTA | Low or No Emissions | $ 75,000,000 | $ 180,000,000 |
| DOT- FTA | Capital Investment Grants (New Starts/Small Starts) Sec.5309 | $ 1,978,000,000 | $ 2,014,000,000 |
| DOT- OST | BUILD | $ 1,000,000,000 | $ 1,000,000,000 |
| DOT-OST | Transportation Demo | $ - | $ 100,000,000 |

# Attachment 4

| | | | |
|---|---|---|---|
| DOC | EDA Programs - Public Works | $ 118,500,000 | $ 119,500,000 |
| DOJ-OJP | Byrne Memorial JAG | $ 351,000,000 | $ 363,000,000 |
| DOJ-OJP | Recidivism - Justice Reinvestment | $ 28,000,000 | $ 33,000,000 |
| DOJ-OJP | DNA Backlog | $ 102,000,000 | $ 110,000,000 |
| DOJ-OJP | SAKI | $ 48,000,000 | $ 48,000,000 |
| DOJ-OJP | 2nd Chance Act Demo- Prisoner Reentry | $ 90,000,000 | $ 100,000,000 |
| DOJ-COPS | COPS Hiring | $ 235,000,000 | $ 156,500,000 |
| DOJ- BJA | Body Worn Cameras | $ 22,500,000 | $ 35,000,000 |
| DOJ-OJP-CARA Opioid | Mentally Ill Offender | $ 33,000,000 | $ 35,000,000 |
| DOJ-OJP-CARA Opioid | Drug Courts | $ 80,000,000 | $ 82,000,000 |
| DOJ-OJP-CARA Opioid | Residential Substance Abuse Treatment | $ 31,000,000 | $ 34,000,000 |
| DOJ-OJP-CARA Opioid | Prescription Drug Monitoring | $ 31,000,000 | $ 32,000,000 |
| DOJ-OJP-CARA Opioid | Veteran Treatment Courts | $ 23,000,000 | $ 25,000,000 |
| DOJ-OJP-CARA Opioid | Other-Comprehensive Opioid, Stimulant, and Substance Abuse Program | $ 180,000,000 | $ 185,000,000 |
| DOJ-OJP-CARA Opioid | Law Enforcement Diversion | $ 10,000,000 | $ 11,000,000 |
| DOJ-OJP-CARA Opioid | Mental health providers with law enforcement | $ - | $ 10,500,000 |
| DHS-FEMA | AFG grants | $ 355,000,000 | $ 360,000,000 |
| DHS-FEMA | SAFER grants | $ 355,000,000 | $ 360,000,000 |
| EPA | DERA | $ 87,000,000 | $ 90,000,000 |

## City Submits FEMA Mitigation Infrastructure Projects

In the third quarter of 2020, MMO informed the City that FEMA released its FY 20 funding notice for the Building Resilient Infrastructure and Communities (BRIC) program, a new pre-disaster mitigation program authorized in 2018 by *The Disaster Recovery Reform Act (DRRA).* Unlike FEMA's Pre-Disaster Mitigation Program (PDM), which has been funded by the annual appropriations process, DRRA created a new funding mechanism that will set aside 6 percent of federal post-disaster grant funding in support of BRIC projects.

# Attachment 4

FEMA is providing $446,400,000 for competitive BRIC projects, with a $50 million maximum federal share. Meaning the most the feds will pay for a project is $50 million. There is a 25% local share requirement and points are provided to projects that go beyond the 25%.

In September, the City submitted the following four projects to CALOES for consideration.

1. Mandalay Bay Seawalls Structural Retrofit
    - Total Activity Cost: $5,333,330
    - The seismic retrofit project will reduce or prevent seawall failure and collapse resulting from 5.0 magnitude and greater seismic events by structurally retrofitting 2,050 linear feet of anchored steel sheet pile system seawalls that protect 24 residential homes, and several additional adjacent homes.
2. Data Center for Disaster Recovery
    - Total Activity Cost: $440,000
    - This project will construct a secondary data center for the City's computer and electronic data including an emergency backup generator. A data center designed specifically for disaster recovery would ensure continued use of basic systems in case of a major power outage. The proposed mitigation action will ensure that flows of vital data and communications are unrestricted and safe following any prolonged power outage caused by a natural disaster.
3. Arterial Street Cast Iron Pipe and Asbestos Pipe Replacement Project
    - Total Activity Cost: $4,100,000
    - This project increases the level of protection of the City's potable water distribution system. The project will reduce seismic-related failure of the most critical arterial lines that provide potable water to the City of Oxnard's residents and customers. The mitigation action removes and replaces 11,890 feet of cast iron potable water mains of various sizes with PVC pipe ranging from 10-inch to 14-inch where a Cast Iron Pipe (CIP) currently exists.
4. 45-inch Diameter Water Transmission Main Replacement Project
    - Total Activity Cost: $30,000,000
    - The project will prevent seismic-related failure of the 45" transmission line of State Water Project water that provides potable water to a population of approximately 245,000 and runs directly under U.S. Route 101 where the pipeline has been identified among the highest vulnerability, criticality, and risk of the City of Oxnard's water distribution lines.

All four projects were approved by Cal OES and the City was invited to submit sub-applications, which will be reviewed and, if acceptable, forwarded to FEMA for national competition. Cal OES has until January 31, 2021 to submit projects. Upon successful submission, MMO will discuss the merits of the projects with FEMA Headquarters and work with the City's Congressional delegation to support the City's requests.

Rental and Utility Assistance in Coronavirus Relief and Response Supplemental Appropriations, FY21

# Attachment 4

The COVID-19 pandemic relief bill approved the last week of December includes $25 billion for rental assistance (Title V of Division N starting on page 2,255 of the bill. This is a section of the bill MMO worked on with the House Subcommittee on Appropriations for Transportation and Housing and Urban Development (T-HUD) to include rental assistance in the COVID-19 bill. The City will receive direct funding from the Department of the Treasury. The process for transferring rental assistance money to cities is being developed by Treasury.

The funding will be allocated to states and to cities over 200,000 population using the same formula as the CARES Act Coronavirus Relief Fund. The Treasury Department must allocate the funds within 30 days.

The law requires the City to use 90 percent of its allocation under this program to provide financial assistance to eligible households, including the payment for up to 12 months (with an additional 3 months allowed only if necessary, to ensure housing stability for a recipient household) of: rent, rental arrears, utilities and home energy costs, Utility and home energy costs arrears, and other expenses related to housing incurred due, directly or indirectly, to the pandemic.

The City will be able to use up to 10 percent of their allocation for case management and other services related to the pandemic intended to help keep households stably housed.

In addition, the legislation provides $638,000,000 for the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program to prevent, prepare for, and respond to coronavirus, for necessary expenses.

The program will be run by the Department of Health and Human Services (HHS). The Secretary of HHS will make grants to States and Indian Tribes to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services (Similar to the Low Income Home Energy Assistance Program, usually run through community action agencies).

The Secretary will allocate funding to a State or Indian Tribe based on the following: (i) the percentage of households in the State, or under the jurisdiction of the Indian Tribe, with income equal to or less than 150 percent of the Federal poverty line, and (ii) the percentage of such households in the State, or under the jurisdiction of the Indian Tribe, that spend more than 30 percent of monthly income on housing.

The City should work with the local Community Action Agency and/or other provider of utility assistance to ensure that Oxnard residents are aware and receive this possible assistance.

**Attachment 5**

Michael J. Arnold & Associates
Legislative Advocates and Consultants

**January 2020 Legislative Activity Statement:**
Coordinated with the City Manager regarding the January 23 SACCWIS meeting. Met with GenOn Energy representatives to discuss testimony and review information. Testified at the SACCWIS hearing on behalf of the City of Oxnard. Met with Assembly Member Irwin's staff to discuss sponsorship of Homelessness Task Force bill. Reviewed all newly introduced bills. Reviewed Governor's proposed budget. Provided analysis and updates.

**February 2020 Legislative Activity Statement:**
Reviewed all newly introduced bills. Bill introduction deadline was February 21. Created new 2020 legislative status report (lsr) and sent it to the city for review. Discussions with Senator Jackson's office regarding budget funding requests for the City. Reached out to the City to get priority list of budget request projects.

**March 2020 Legislative Activity Statement:**
Started tracking bills set for hearing and budget sub-committee hearings. Updated the City on changes to the legislative schedule due to corona virus shutdowns and quarantines. Tracked Executive Orders and updates regarding the corona virus. New discussions with Senator Jackson's office regarding any new budget requests due to corona virus impacts.

**April 2020 Legislative Activity Statement:**
Continue to update the City on issues related to the COVID-19 crisis.
Coordinate for testifying at the Water Board workshop for the Ormond Power Plant and Once Thru Cooling (OTC) timeline extension.
Testified at Water Board hearing on April 21st.
Working with Legislators and city staff for budget funding requests to state.

# Attachment 5

**May 2020 Legislative Activity Statement:**
Reviewed all bills amended this month, forwarded copies of relevant amendments, tracked legislation and updated positions as needed. Engaged in discussions with Oxnard legislative delegation staff regarding budget items. Updated information about the May Revision to the state budget.
Monitored policy committee hearings and budget deliberations.

**June 2020 Legislative Activity Statement:**
Reviewed all bills amended this month, forwarded copies of relevant amendments, tracked legislation, and updated positions as needed. Monitored via new remote broadcast all budget hearings and legislative hearings. Tracked budget bill passed on June 15th. Sent budget updates.
Reviewed funding for homelessness and housing included in the initial budget. Continued to track revisions to the budget and ongoing discussions between the Legislature and the Governor regarding a final budget deal.

**July 2020 Legislative Activity Statement:**
Reviewed all bills amended this month, forwarded copies of relevant amendments, tracked legislation and updated positions as needed. Monitored implementation of the 2020-2021 State Budget. Gathered and distributed key information regarding available grants. Provided updates about the changes to the legislative calendar due to COVID-19. Sent summary of all the propositions that will appear on the November 2020 ballot.

**August 2020 Legislative Activity Statement:**
Reviewed all bills amended this month, forwarded copies of relevant amendments, tracked legislation and updated positions as needed. Monitored bills in both Appropriations Committees. Reviewed bills passed from suspense file to the floor of Senate and Assembly. Provided updates about the changes to the legislative calendar due to COVID-19. Watched the end of the 2020 Legislative year and final floor sessions. Reviewed all bills sent to the Governor's desk.

**September 2020 Activity Statement:**
Reviewed all bills currently on the Governor's desk. Forwarded copies of relevant bills, tracked legislation and updated positions as needed. Reviewed bills as they

were chaptered or vetoed by the Governor. Monitored Water Board hearings regarding once-thru cooling power plants.
Monitored Informational hearings during legislative recess.

**October 2020 Legislative Activity Statement:**
Reviewed all bills for Governor's final action on the bills. Forwarded copies of relevant chaptered and vetoed bills, tracked legislation and updated positions as needed. Prepared final legislative status report that shows final location of all the bills we tracked this year. Sent final LSR to Oxnard. Monitored Informational hearings during legislative recess.

**November 2020 Legislative Activity Statement:**
Monitored several informational hearings related to COVID-19 and other issues. Updated the City regarding the projections for the 2021-2022 state budget and fiscal outlook from the Legislative Analyst's Office. Prepared for the December 7th start of the new two- year session.

**December 2020 Legislative Activity Statement:**
Monitored the beginning of the new 2021-2022 Legislative Session which started on December 7th.
Began reviewing newly introduced legislation and identified any bills of interest to the City. Sent key bills to the City for review. Updated the City about the 2021 legislative calendar and the delayed start of the January return to session due to the increase in COVID-19 at the end of the year.

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.6**

**DATE:** February 16, 2021

**TO:** City Council

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

**SUBJECT:** Agreement No. 9084-20-LI with SirsiDynix for for the Integrated Library System Services.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute a five-year agreement (9084-20-LI) with SirsiDynix for $259,638.00.
(This Item did not originate in Committee)

**BACKGROUND**

The Oxnard Public Library consists of three libraries providing public services to the Oxnard community. The Integrated Library System (ILS) is the backbone of the library, similar to the City's new ERP system. It provides a technological solution for not only the library catalog, but also for the background cataloging, circulation and acquisitions of materials, tracks items owned, orders made, bills paid, patron and materials transactions, provides analytics and is considered a critical resource to library operations.

In 1990, the Oxnard Public Library converted from a card catalog to an electronic ILS. In 2013, the Library data storage was on a physical server. The current system is outdated and the agreement with the current vendor for this service will expire May 31, 2021. Now in 2021, the Library will move from a physical server to a primarily Cloud-based ILS service.

**DISCUSSION**

A Request for Proposals was initiated on June 23, 2020, and completed on July 21, 2020. Five vendors responded. SirsiDynix was selected and vetted through an evaluation process. SirsiDynix is a database software to interact with that database and graphical user interfaces (one for patrons and one for staff). The ILS separates software functions into discrete modules, integrated with a unified interface. This new system will help to keep library access relevant and will ensure the public has the most technologically advanced integrated modules available such as acquisitions, cataloging and circulation.

SirsiDynix will provide:

- quality;
- affordability;
- patron accessibility;
- staff functionality;
- analytics that enable smooth daily workflow; and
- secure data storage and software updates that will adapt to changing expectations and needs of both staff and

patrons.

**STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

**FINANCIAL IMPACT**

The agreement is for five years for a total of $259,638.00 beginning February 16, 2021, through February 15, 2026, and will be paid with on-going Measure O funding. There is sufficient Fiscal Year 2020-21 Measure O budget available for year one of the contract (Fund 104-5420, Project MO5403). Future year's contract costs will be included in the budget of each respective fiscal year.

The breakdown of costs per year are as follows:

Year 1 $55,334.00
Year 2 $48,901.00
Year 3 $50,325.00
Year 4 $51,793.00
Year 5 $53,285.00

By moving to SirsiDynix there is a cost savings of over $23,000 per year or a 39% savings.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Sofia Kimsey, City Librarian*

**ATTACHMENTS**

1. 2021-Jan-6 Oxnard Public Library 5yr Master Agreement FINAL (2)

# MASTER AGREEMENT
# BETWEEN
# OXNARD PUBLIC LIBRARY
# AND SIRSIDYNIX

## 1. PURPOSE AND SCOPE

**1.1 Parties and Effective Date.** This Master Agreement (the "Master Agreement) is entered into between Sirsi Corporation dba SirsiDynix ("**SirsiDynix**") and the City of Oxnard, a municipal corporation ("**Customer**"), with effect on the date of the last signature below ("**Effective Date**").

**1.2 Purpose.** This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

**1.3 Incorporation of Quotes**. "**Quote**" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

**1.4 Incorporation of EULAs.** Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

**1.5 Order of Precedence.** To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

## 2. PRODUCTS USE RIGHTS; TITLE

**2.1 Generally.** Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

**2.2.1 Software License.** Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

**2.3.1 Subscriptions.** For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

**2.4.1 Services**. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

**2.5. Software Maintenance. 2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services**. 2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion.**2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

**2.6.1 Hardware and Hardware Maintenance.** Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

**2.7 License Metrics.** Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

**2.8 Reservation of Rights.** All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

**2.9 Restrictions**. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

**2.10 Customer Data.** SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

**2.11 License Grant by Customer.** Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

**2.12 Enforcement**. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

**3. FINANCIAL TERMS**

**3.1.1 Fees and Payment Terms**. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at 1% per month. If Customer fails to make payments of any undisputed amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

**3.2 Taxes**. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

**3.3 No Contingencies.** Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

**4. CONFIDENTIALITY**

**4.1 Non-Disclosure**. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

**4.2 Exceptions**. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation or the California Public Records Act, and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

**5. PRIVACY**

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

**6. INDEMNIFICATION**

**6.1.1 By SirsiDynix**. SirsiDynix will, at its option and expense, defend or settle any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("**Claim**"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

**6.2 By Customer.** To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

**7. WARRANTIES; REMEDIES; DISCLAIMERS**

**7.1 SirsiDynix Software**. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify

SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

**7.2 SirsiDynix Subscriptions.** SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

**7.3 Exclusions.** SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

**7.4 Third Party Products**. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

**7.5 Hardware**. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

**7.6 Disclaimers**. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

**8. EXCLUSION AND LIMITATION OF LIABILITY**

**8.1** TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

**8.2** IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.3** NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

**9. TERM AND TERMINATION**

**9.1 Term of Master Agreement.** Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

**9.2 Product and Services Term**. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote (**"Initial Term**"). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "**Term**".

**9.3.1 Termination.** Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

**9.4. Suspension**. Either party will be entitled to suspend any or all performance upon 10 days written notice to the other in the event either party is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

**10. GENERAL PROVISIONS**

**10.1 Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

**10.2 Assignment**. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity so long as such assignment does not materially inhibit performance of the Master Agreement. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

**10.3 Cooperation**. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

**10.4 Delegation.** SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

**10.5 Notice of U.S. Government Restricted Rights**. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

**10.6 Export**. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

**10.7 Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

**10.8 Compliance.** During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees) , and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

**10.9 Notices.** Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at sofia.kimsey@oxnard.org, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

**10.10 Relationship.** The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**10.11 Invalidity**. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.12 Survival.** The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

**10.13 No Waiver.** Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

**10.14 Entire Agreement.** The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

**10.15 Third Party Beneficiaries.** All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

**10.16 Governing Law and Venue.** The Master Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in California to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

**10.17 Application of Laws**. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

**10.18 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

**10.19 Headings and Drafting**. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

**10.20 Attorney's Fees**. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

**10.21 Insurance Coverage**. SirsiDynix shall obtain and maintain during the performance of any services under this Master Agreement the insurance coverages listed in Exhibit INS-W, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that SirsiDynix obtain and maintain such insurance coverages. SirsiDynix shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in Exhibit INS-W. Maintenance of insurance coverages by SirsiDynix is a material element of this Master Agreement. SirsiDynix'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 Master Agreement.

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

**10.23 Electronic Signature**. The parties agree that this Master Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

**********

**END OF MASTER AGREEMENT**

| **City of Oxnard**<br>**Oxnard Public Library**<br>**251 South A Street**<br>**Oxnard, California 93030** | **Sirsi Corporation**<br>**SirsiDynix Technology Centre**<br>**3300 N. Ashton Blvd. – Suite 500**<br>**Lehi, UT 84043** |
|---|---|
| Sign: _____ | Sign: _____ |
| Print Name: John C. Zaragoza | Print Name: BILL DAVISON |
| Title: Mayor | Title: CHIEF EXECUTIVE OFFICER |
| Date: _____ | Date: _____ |
| ATTEST:<br>_____<br>Rose Chaparro, City Clerk | Sign: _____ |
| | Print Name: DAN MUNRO |
| APPROVED AS TO FORM:<br>_____<br>Stephen M. Fischer, City Attorney | Title: GENERAL LEGAL COUNSEL |
| | Date: _____ |

**Exhibit A - DEFINITIONS**

**"Circulation"** means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

**"Confidential Information"** means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

**"Content"** means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

**"Customer Data"** means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

**"Documentation"** means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

**"Effective Date"** is defined in section 1.1.

**"Error**" means a material failure of a Product to conform to its functional specifications described in the Documentation.

***"*EULA"** means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

**"Go Live Date**" means the date on which the Products are substantially ready for operational use for normal daily business.

**"Hardware"** means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

**"Intellectual Property"** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

**"Internal Business Purposes"** means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

**"License Metrics"** means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

**"Maintenance"** means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at http://support.sirsidynix.com.

**"Operating Environment"** means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

**"Professional Services"** means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

**"Products"** means Software, Subscriptions, Subscription Software, Services and Hardware.

**"Protected Materials"** means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

**"Quote**" is defined in Section 1.3.

**"Services"** means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

**"SirsiDynix Software"** means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

***"*Software"** means the SirsiDynix Software and Third Party Software.

**"Subscriptions"** means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

**"Subscription Software"** means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"**Term**" is defined in section 9.2.

**"Titles"** means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

***"*Third Party Products"** means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

**"Updates"** means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

**"Users"** means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

**INSURANCE REQUIREMENTS FOR CONSULTANTS**
**(WITH CYBER LIABILITY AND 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. 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.

d. Cyber Liability in an amount not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

e. 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.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-W. 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 work commences. 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 by either party, 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-W 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 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. Any deductibles or self-insured retentions must be declared to and 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 contractor 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.

1/21

**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 notes of cancellation.**

***Endorsement Forms***

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

# 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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG. $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION** AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A<br><br><br>A | **OTHER**<br>CYBER LIABILITY<br><br><br>ERRORS AND OMISSIONS INSURANCE OR MALPRACTICE INSURANCE AVAILABLE FOR THE INSURED'S PROFESSION | | | | EACH OCCURRENCE $2,000,000<br>GENERAL AGGREGATE $2,000,000<br><br>MINIMUM COVERAGE $1,000,000<br>Each consultant & listed sub-consultant $500,000 |

SAMPLE

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

**CERTIFICATE 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**

**CANCELLATION**

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 $_____
coverage. □ Per Occurrence

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 | | |
| □ _____ | | |
| □ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
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 _____

SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020

# QUOTE

Quote 105999 for:

## *Oxnard Public Library*

New Customer SymphonyWeb

Quote valid until: March 08, 2021

Prepared by: Gary Voran,
Manager, New Account Development, West Region

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

# Quote Information

## General and/or Custom Services Statement of Work

Data Extraction Services from Phoenix 10 Technologies, Inc. Quote 1415
1) Extraction of Polaris Bib records in MARC format. A Record Countwill apply for bib files larger than 500,000. Includes up to 2extractions via remote desktop (or similar) access.
1) Extraction of Polaris item records in ASCII-delimited text format. ARecord Count will apply for item files larger than 1,000,000.Includes up to 2 extractions via remote desktop (or similar) access.
1) Extraction of Polaris patron and patron address records inASCII-delimited text format. Includes up to 2 extractions viaremote desktop (or similar) access.
1) Extraction of Polaris checkout records in ASCII-delimited textformat. Includes up to 2 extractions via remote desktop (or similar)access.
1) Extraction of Polaris current, unpaid fine records inASCII-delimited text format. Includes up to 2 extractions viaremote desktop (or similar) access.
1) Extraction of Polaris holds records in ASCII-delimited text format.Includes up to 2 extractions via remote desktop (or similar) access.
*Additional charge for MARC record counts from 500,000 and above per file. Charged at 500K, 1 million, etc.
*Additional charge for item record counts from 1,000,000 and aboveper file. One charge for every 1 million, etc.
1) Polaris Extraction to SirsiDynix Format 6,250.001 Extraction of Polaris Authority records in MARC format. A RecordCount will apply for bib files larger than 500,000. Includes up to 2extractions via remote desktop (or similar) access.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

# Purchase Details

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

| COMPONENT | Year 1 | Estimated Year 2 | Estimated Year 3 | Estimated Year 4 | Estimated Year 5 |
|---|---|---|---|---|---|
| SirsiDynix Products | 79,269 | 40,900 | 42,090 | 43,320 | 44,570 |
| SirsiDynix Services | 73,720 | - | - | - | - |
| Platinum Services | 4,500 | 4,631 | 4,765 | 4,903 | 5,045 |
| Third Party Products | 10,925 | 3,370 | 3,470 | 3,570 | 3,670 |
| Discount | (113,080) | - | - | - | - |
| **Subtotal** | **55,334** | **48,901** | **50,325** | **51,793** | **53,285** |

Initial Term:  Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services:  2.9% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

# Detailed Pricing

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

| COMPONENT | Qty | Total Price Year 1 |
|---|---|---|
| **SirsiDynix Products** | | **79,269** |
| **SirsiDynix Symphony SaaS Subscription**<br>Includes:<br>Application Services powered by SirsiDynix Symphony,<br>Cataloging and Authority Control,<br>Circulation and Offline Circulation,<br>Inventory, Public Access, Reports,<br>Z39.50 server. | | |
| BLUEcloud Analytics Platform API for CEP, Annual Subscription | 1 | |
| BLUEcloud Analytics Platform Plus, Annual Subscription | 1 | |
| BLUEcloud MobileStaff, Annual Subscription | 1 | |
| BLUEcloud Visibility+, Annual Subscription | 1 | |
| Community Engagement Platform, Annual Subscription, (per 1,000 contacts) | 10 | |
| Community Engagement Platform Included Brand and Support, Annual Subscription | 1 | |
| SaaS Enterprise Annual Subscription | 1 | |
| SaaS User Level - 25 Staff seats | 1 | |
| SirsiDynix Enterprise Kids Catalog, Annual Subscription | 1 | |
| SirsiDynix eRC Connector for Bibliotheca cloudLibrary, Annual Subscription | 1 | |
| SirsiDynix eRC Connector for hoopla digital, Annual Subscription | 1 | |
| SirsiDynix eResource Central Gateway Services, Annual Subscription | 1 | |
| SirsiDynix Portfolio, SaaS Annual Subscription - Up to 5K assets/100GB Disk | 1 | |
| SirsiDynix Symphony SaaS 9xx, Per User | 1 | |
| SirsiDynix Symphony SaaS Acquisitions | 1 | |
| SirsiDynix Symphony SaaS Debt Collection Agency Interface | 1 | |

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

| COMPONENT | Qty | Total Price Year 1 |
|---|---|---|
| SirsiDynix Symphony SaaS Electronic Data Interchange (EDI) | 1 | |
| SirsiDynix Symphony SaaS NCIP Interface Per Certified Vendor | 1 | |
| SirsiDynix Symphony SaaS OutReach | 1 | |
| SirsiDynix Symphony SaaS Serials | 1 | |
| SirsiDynix Symphony SaaS SmartPORT, Unlimited Users | 1 | |
| SirsiDynix Symphony SaaS Unicode Server Extension | 1 | |
| SirsiDynix Symphony SaaS Universal SIP2 | 1 | |
| SirsiDynix SymphonyWeb SaaS User, Annual Subscription | 31 | |
| **SirsiDynix Services** | | **73,720** |
| Consulting: | | |
| BLUEcloud Analytics Q and A, Distance, Annual Subscription | 1 | |
| BLUEcloud Analytics SureStart-2, Distance | 1 | |
| Community Engagement Platform Branding | 1 | |
| Community Engagement Platform SureStart-2, Distance, Two two hour phone call | 1 | |
| SirsiDynix Symphony Core Implementation | 1 | |
| Consulting Support for Library's Go-Live, On-site | 1 | |
| NCIP SureStart-2 | 1 | |
| SirsiDynix Portfolio SureStart-3 | 1 | |
| SirsiDynix Enterprise Kids Catalog SureStart | 1 | |
| SirsiDynix Report for Syndetics Unbound | 1 | |
| SureStart-3 | 1 | |
| SirsiDynix Enterprise Theme Customization | 1 | |
| Unicode Planning/Implementation Workshop | 1 | |
| Data Services: | | |
| BLUEcloud Visibility Data Services | 1 | |

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

| COMPONENT | Qty | Total Price Year 1 |
|---|---|---|
| Deluxe Data Migration Package | 1 | |
| Product Delivery: | | |
| BLUEcloud MobileStaff Installation | 1 | |
| BLUEcloud Visibility Installation | 1 | |
| Community Engagement Platform Installation and Setup | 1 | |
| Enriched Content Code Installation | 1 | |
| Enriched Content Element Installation | 1 | |
| SirsiDynix eRC Additional Partner Setup | 1 | |
| SirsiDynix eRC Gateway Services Installation | 1 | |
| SirsiDynix Portfolio Software Installation | 1 | |
| SIP2 New Software Installation | 1 | |
| NCIP New Software Installation | 1 | |
| Symphony Core SaaS Software Installation | 1 | |
| SirsiDynix SymphonyWeb Installation for One Production Instance | 1 | |
| SmartPORT/FirePORT Configuration | 1 | |
| Project Management: | | |
| Project Management for all products in this Quote | 1 | |
| Training: | | |
| BcMStaff-1101 BLUEcloud MobileStaff, SELF-PACED | 1 | |
| BLUEcloud Analytics Package of courses, SELF-PACED | 1 | |
| CEP-2101 Community Engagement Platform (CEP), GROUP | 1 | |
| Ent-1101 SirsiDynix Enterprise End User, SELF-PACED | 1 | |
| Ent-2201 SirsiDynix Enterprise Day to Day Administration, Hands-on Lab, GROUP | 1 | |
| Ent-8101 SirsiDynix Enterprise Portfolio, GROUP | 1 | |
| eRC-1101 SirsiDynix eResource Central (eRC), SELF-PACED | 1 | |

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

| COMPONENT | Qty | Total Price Year 1 |
|---|---|---|
| Sym-1001 Symphony Essential Skills and Search Strategies, SELF-PACED | 1 | |
| SymAcq-2100 Symphony Acquisitions Hands-on Lab, PRIVATE | 1 | |
| SymAcq-6101 Symphony Acquisitions EDI, SELF-PACED | 1 | |
| SymAdmin-1100 Symphony Administration, Hands-On Lab, PRIVATE | 1 | |
| SymCat-1100 Symphony Cataloging, Hands-on Lab, PRIVATE | 1 | |
| SymCirc-1100 Symphony Circulation, Hands-on Lab, PRIVATE | 1 | |
| SymOut-1101 Symphony Outreach, SELF-PACED | 1 | |
| SymRep-2100 Symphony Report Basics, Hands-on Lab, PRIVATE | 1 | |
| SymSer-2000 Symphony Serials, Hands-on Lab, PRIVATE | 1 | |
| **Platinum Services** | | **4,500** |
| **Third Party Products** | | **10,925** |
| Syndetics Unbound Base Package, Annual Subscription (per 1,000 circ) | 262 | |
| Third Party Services as per quote | 1 | |
| Zepheira Services - BLUEcloud Visibility | 1 | |
| **Discount** | | **(113,080)** |
| New Customer | | |
| Services Discount | | |
| **Quote Total** | | **55,334** |

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

# Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

## SirsiDynix Products

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports.
Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus.
SirsiDynix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDynix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

### BLUEcloud Analytics Platform API for CEP, Annual Subscription

The BLUEcloud Analytics Platform API provides access to data harvested from the ILS.

### BLUEcloud Analytics Platform Plus, Annual Subscription

The BLUEcloud Analytics Platform provides a web-based, cloud-hosted suite of data-mining and OLAP tools with the following functionality:
• Unique view of data warehouse for analysis of your institution, collections, and users
• Supports advanced and predictive analysis to establish trends and patterns
• Presentations for effectively communicating to boards and administrators
• Drill anywhere capabilities, users can view summary-to-detail-level data
• Robust security, flexible information distribution/collaboration, and easy self-service analysis
• Ability to print, download, and e-mail data and graphs in a variety of formats (Microsoft Excel® and PowerPoint®)
This Plus package provides 3 years of transaction data, 8 Reporter accounts, 2 Creator accounts and 10 Premium Feature Credits. These Credits expire at the end of each subscription year. Storage of Custom Data is an optional extra.
Minimum requirements: Symphony 3.4.1 SP3 (MS SQL Server or Oracle databases only) or Horizon 7.5.2

### BLUEcloud MobileStaff, Annual Subscription

MobileStaff enables library staff to work wherever they are, with or without a data connection. Features include:
- Mobile circulation. Perform common tasks like check-ins, checkouts and renewals. Register new users by scanning driver's license (selected regions only) or by manually entering user information.
- Flexible inventory. Integrates with Bluetooth scanners to make taking inventory faster and easier.
- Efficient shelving. Provides real-time lists of candidates for weeding and items needed to fill holds. MobileStaff lists include filters designed specifically for library staff.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

### BLUEcloud Visibility+, Annual Subscription

BLUEcloud Visibility+ has the potential to place library records in front of thousands of new eyes every day. BLUEcloud Visibility+ is a product that transforms your catalog records into linked data and publishes them to a worldwide network of library data. Your library's collections are positioned in this network alongside thousands of other libraries using open, global standardized identifiers that link to other works, websites, and resources dealing with that subject. The result is increased traffic to your collections, measurable through your custom dashboard.

BLUEcloud Visibility+ takes the mystery and complexity out of linked data. It means that you do not need to make massive investments in search engine optimization, understand all the intricacies of web development, or reconstruct your entire library database. You simply need to allow BlueCloud Visibility+ to place your library in front of the eyes of your community members.

### Community Engagement Platform, Annual Subscription, (per 1,000 contacts)

Community Engagement Platform makes it easy to market your library and events in a professional, targeted and measurable way. Send branded emails and provide landing pages for events. Track and show success to increase engagement.

### Community Engagement Platform Included Brand and Support, Annual Subscription

The purchase of Community Engagement Platform includes support for one (1) Brand. The Brand provides: four (4) email templates; two (2) Landing Page templates (one Registration and one Thank You); and one (1) Calendar. These templates and calendar are customized by SirsiDynix and approved by the customer during implementation.

### SaaS User Level - 25 Staff seats

### SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

### SirsiDynix Enterprise Kids Catalog, Annual Subscription

Kids Catalog for Enterprise features icons with vibrant color schemes, diverse images and a modern design for image based, subject driven searching.
It requires a separate subscription to SirsiDynix Enterprise.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

**SirsiDynix eRC Connector for Bibliotheca cloudLibrary, Annual Subscription**

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one Bibliotheca cloudLibrary main account.
It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

**SirsiDynix eRC Connector for hoopla digital, Annual Subscription**

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one hoopla digital main account.
It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

**SirsiDynix eResource Central Gateway Services, Annual Subscription**

Minimum requirements: SirsiDynix Symphony 3.4.1 or Horizon 7.5.1 and above.
eResource Central Gateway Services provides eBook integration which allows libraries to provide seamless access to all library resources via a single user interface.
Open Library and Project Gutenberg content is available and included with this service.

**SirsiDynix Portfolio, SaaS Annual Subscription - Up to 5K assets/100GB Disk**

SirsiDynix Portfolio is a digital asset management solution that includes a state-of-the-art searching solution that empowers libraries to make their digital collections more searchable and discoverable than ever before. SirsiDynix Portfolio includes OAI-PMH capabilities, both as a server as well as a harvester. Also included is the ability to create metadata templates based on a wide range of digital media types, such a music, video, images, etc.

**SirsiDynix Symphony SaaS 9xx, Per User**

9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems.

**SirsiDynix Symphony SaaS Acquisitions**

SirsiDynix Symphony Acquisitions provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together.

**SirsiDynix Symphony SaaS Debt Collection Agency Interface**

SirsiDynix Symphony Debt Collection Agency Interface includes debt collection reports that output information on overdue fines, bills, and referral fees. This interfaces directly with Unique Management.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

### SirsiDynix Symphony SaaS Electronic Data Interchange (EDI)

EDI X-12: SirsiDynix supports all transactions formats currently adopted by SISAC (Claims/Claim Response / Invoice /Dispatch Information/Functional Acknowledgment). SirsiDynix Symphony can electronically transmit and receive information in these formats using X12. EDI (Electronic Data Interchange) allows libraries to communicate with vendors to transfer ordering, invoicing, or subscription information between computers.

### SirsiDynix Symphony SaaS NCIP Interface Per Certified Vendor

SirsiDynix Certified Solutions Providers offer NCIP-certified products to our customers. We certify that their products are compliant. This interface is priced per vendor.

### SirsiDynix Symphony SaaS OutReach

SirsiDynix Symphony Outreach automates processes allowing homebound patrons to request items based on interest categories and to deliver the selected items to patron homes.

### SirsiDynix Symphony SaaS Serials

SirsiDynix Symphony Serials manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals are fully integrated with SirsiDynix Symphony Acquisitions. As the library receives individual issues, Serials automatically predicts the next expected issue based on the serials publication pattern. Combined issues, special issues, missing issues, or other irregularities are handled easily and efficiently. Basic Serials Binding functionality is included in this package.

### SirsiDynix Symphony SaaS SmartPORT, Unlimited Users

SirsiDynix Symphony SmartPORT Unlimited User Licenses enable staff to locate a record in a Z39.50-compliant database and to import the record to your own database. An unlimited number of SmartPORT Z39.50 copy cataloging client user licenses is included for this price.

### SirsiDynix Symphony SaaS Unicode Server Extension

SirsiDynix Symphony Unicode Server Extension enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. In addition, library users accessing your electronic library can search, store, and retrieve Unicode-based international character sets as well.

### SirsiDynix Symphony SaaS Universal SIP2

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface price encompasses all SirsiDynix Certified SIP2 vendors.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

**SirsiDynix SymphonyWeb SaaS User, Annual Subscription**

SymphonyWeb is a full-featured WorkFlows staff client that runs on a web browser. It is a fast, reliable and secure connection to a dedicated web server that is connected to one Symphony catalog server. It comes with an updated interface and all of the advantages of a web application.

## SirsiDynix Services

### Consulting

**BLUEcloud Analytics Q and A, Distance, Annual Subscription**

The BLUEcloud Analytics Q and A Subscription provides unlimited access to Consultant led Q and A sessions. Two sessions per month are offered. Attendees are encouraged to bring their questions, projects and issues to the each session. Consultants will address issues presented by customers.

**BLUEcloud Analytics SureStart-2, Distance**

SureStart is a layer of consulting support designed to smoothly transition sites into using BLUEcloud Analytics. Through two private, online sessions a member of the Consulting Services team will "jump start" BLUEcloud Analytics by creating five report templates for the site, providing instruction and answering staff questions. SureStart addresses issues outside the scope of training by focusing on the site's individual needs.

**Community Engagement Platform Branding**

Includes the creation of logos, icons, and color schemes for templates. This work is usually done using a high quality logo from the customer.

**Community Engagement Platform SureStart-2, Distance, Two two hour phone call**

SureStart is a layer of consulting support designed to smooth the transition to CEP.

**SirsiDynix Symphony Core Implementation**

ILS Policy Profiling is designed to provide expert guidance to library project team members with setting up and configuring a comprehensive, yet concise, policy structure. In a series of distance sessions, a SirsiDynix consultant will work with the library project team to review and complete an Excel spreadsheet containing local policy decisions. After data load, the SirsiDynix consultant will work with the library to review data as well as prepare the system for strategic functions such as standalone and notice generation for go-live. Sessions not to exceed 50 hours.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

### Consulting Support for Library's Go-Live, On-site

The purpose of a On-Site Go Live Consultant visit is to have an expert available to answer questions from members of the library staff, assist the System Administrator and make sure the staff is prepared to handle the day-to-day tasks using the new software.

### NCIP SureStart-2

NCIP SureStart-2 is designed to provide expert guidance for the library project team members in setting up and configuring the NCIP Responder. In two sessions, a SirsiDynix consultant will work with the library project team to review and complete a form containing required NCIP policy decisions, input these settings into our configuration files and, finally, assist with testing the final configuration.

### SirsiDynix Portfolio SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to Portfolio by addressing configuration issues like search limits, profiles, etc.

### SirsiDynix Enterprise Kids Catalog SureStart

Learn to customize the Kids Catalog to fit the needs of the children you serve and add categories for local history, special school projects, series and much more.

### SirsiDynix Report for Syndetics Unbound

SirsiDynix Consulting Services will deliver a report to export holdings records (for Symphony) or bibliographic records (for Horizon) to integrate with Syndetics Unbound.

### SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to a new ILS platform. SureStart is a resource for the entire staff, not just system administrators. SureStart addresses issues outside the scope of education services training

### SirsiDynix Enterprise Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts.
This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

**Unicode Planning/Implementation Workshop**

The purpose of the Unicode Planning/Implementation Workshop is to offer all clients who purchase the Unicode Server Extension License a workshop to ensure their library staff and patrons have a positive and successful transition to Unicode functionality. The workshop consists of one 2-hour webinar planning session. The webinar will be scheduled prior to the site beginning work with a project manager.

## Data Services

**BLUEcloud Visibility Data Services**

Includes a data analysis report of current MARC21 catalogue records

**Deluxe Data Migration Package**

To implement the proposed Symphony system for the Library, SirsiDynix has included a deluxe migration package, which includes conversion and migration to Symphony of the following types of viable data:
• Cataloguing: bibliographic and authority records in MARC exchange (ISO 2709) format; item data attached to the bibliographic records as tags or in a separate defined ASCII file;
• Circulation: patron, and circulation transactions (current charges, unpaid bills, and active holds) in defined ASCII format;
• Acquisitions: open orders, vendors, and funds in defined ASCII format;
• Serials: serial control, issue, and routing records in defined ASCII format.
All data must be provided by the Licensee in a viable format in accordance with Implementation Plan deadlines.
Included in the package:
• One instance only of each data type
• One test load and one production load only

## Product Delivery

**BLUEcloud MobileStaff Installation**

Installation of BLUEcloud MobileStaff against one database.

**BLUEcloud Visibility Installation**

Includes installation of BLUEcloud Search Source ILS Agent and Web Services

**Community Engagement Platform Installation and Setup**

**Enriched Content Code Installation**

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

**Enriched Content Element Installation**

**SirsiDynix eRC Additional Partner Setup**

Includes configuration of one SirsiDynix eResource Central Partner.

**SirsiDynix eRC Gateway Services Installation**

Includes installation and configuration of SirsiDynix eResource Central Gateway Services and one eRC connector.

**SirsiDynix Portfolio Software Installation**

Includes installation of SirsiDynix Portfolio in SirsiDynix SaaS facility or on the customer's local machine, installation of an ILS Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

**SIP2 New Software Installation**

Installation of SIP2 software. Installation is for new SIP2 installations only. Price includes configurations of one SIP2 port. Additional ports may required based upon statistical needs with self check units.

**NCIP New Software Installation**

Installation of NCIP software. Installation is for new NCIP installations only. Price includes configuration of one NCIP port.

**Symphony Core SaaS Software Installation**

Software installation for SirsiDynix Symphony utilizing SaaS. Includes installation of Oracle, Cataloging, Circulation, Z39.50 and OPAC.

**SirsiDynix SymphonyWeb Installation for One Production Instance**

Building of a dedicated web server environment which includes the installation of software components necessary for securing and optimizing the transactions. Included in the installation is the configuration of the software in setting up the proper hosts, ports and user properties for one Symphony catalog server instance.

**SmartPORT/FirePORT Configuration**

Activation of SmartPORT/FirePORT. Includes configuration of default Library of Congress gateway only.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

## Project Management

Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

## Training

**SymCat-1100 Symphony Cataloging, Hands-on Lab, PRIVATE**

Eight seats in a private distance instructor-led class. Learn to utilize the function of Symphony Cataloging, including: Adding titles to the catalog manually, in batch and via the SmartPort wizard (Z39.50); Understanding Authorities; Working with call numbers and items; Special cataloging functions, such as merging titles.

**SymCirc-1100 Symphony Circulation, Hands-on Lab, PRIVATE**

Eight seats in a private distance instructor-led class. In this class, you will learn how to utilize all of the functions within the Circulation Toolbar, including working with user records, circulating items, dealing with holds, transit items, and special functions such as ephemeral checkouts and managing missing or lost items.

**SymAdmin-1100 Symphony Administration, Hands-On Lab, PRIVATE**

Eight seats in a private distance instructor-led class.
Learn the administrative functions most commonly used, including Staff Access, Circulation policies, Calendars, Catalog policies and Administrative reports. This class will use practical examples and hands on practice.

**SymAcq-2100 Symphony Acquisitions Hands-on Lab, PRIVATE**

Eight seats in a private distance instructor-led class. Learn how to utilize the primary functions within the Acquisitions Toolbar, including creating funds, vendors, orders, receiving and processing orders, invoicing, and using acquisitions reports.

**Ent-2201 SirsiDynix Enterprise Day to Day Administration, Hands-on Lab, GROUP**

One seat in a group distance course. Learn to manage the day-to-day tasks needed by Enterprise Administrators.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

**SymRep-2100 Symphony Report Basics, Hands-on Lab, PRIVATE**

Eight seats in a private distance instructor-led class. Report Basics provides you with fundamental understanding and skills related to running reports. After completing this course users will be able to:
Navigate to reports and understand the reporting structure; Schedule reports to run immediately; Create report templates; Grant ownership of report templates to appropriate staff members; View/Print/Email/Share finished reports; Remove finished reports.

**CEP-2101 Community Engagement Platform (CEP), GROUP**

One seat in a group distance instructor-led course. Learn to put the power of the SirsiDynix Community Engagement Platform (CEP) to work for your library.

**SymSer-2000 Symphony Serials, Hands-on Lab, PRIVATE**

Eight seats in a private distance instructor-led class. Learn how to utilize all of the features within the Serials toolbar, including creating serial control records with predictions, checking serials in, claiming, as well as configuring the settings for Serials and running necessary reports.

**Ent-8101 SirsiDynix Enterprise Portfolio, GROUP**

One seat in a group distance instructor-led course for Portfolio. This class teaches participants how to create collections of assets such as PDFs, photographs, and other digital content. Participants will also learn how to import and export collections as well as define an indexing schedule for all media types. Managing templates for metadata entry will also be covered. By the end of the class, the participant will be able to:
-Create a collection of assets manually using templates for metadata entry
-Define security levels for collections
-Display assets to the public using rooms functionality
-Browse and search to find desired assets
-Bulkload metadata and digital files using import utility
-Export assets using export utility
-Define templates for metadata entry
-Set schedule for full-text indexing of all media types."

**Sym-1001 Symphony Essential Skills and Search Strategies, SELF-PACED**

Learn the terms, navigation and searching skills needed by all library staff.
Content is English only.

**SymAcq-6101 Symphony Acquisitions EDI, SELF-PACED**

Learn the process used to communicate electronically with vendors. Libraries can send purchase orders, invoices, and serials claims to vendors using reports in SD Symphony. By the end of the class, the participant will be able to: Add the library's standard address number; Create an EDI purchase order and invoice; Work with EDI transactions using the EDI Manager wizard; View the status of each outgoing and incoming transaction and remove transaction files; Understand serials claiming and EDI serials claiming.

**BLUEcloud Analytics Package of courses, SELF-PACED**

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

**BcMStaff-1101 BLUEcloud MobileStaff, SELF-PACED**

This training reviews the functionality present in MobileStaff.
Content is in English only.

**Ent-1101 SirsiDynix Enterprise End User, SELF-PACED**

One seat in the specified Self-paced training class.
This class will review the basic features available to users within Enterprise.
Content is English only.

**eRC-1101 SirsiDynix eResource Central (eRC), SELF-PACED**

Learn to configure eResource Central to work with your public catalog (Enterprise, BLUEcloud Mobile or BLUEcloud PAC).
Content available in English only.

**SymOut-1101 Symphony Outreach, SELF-PACED**

One seat in the specified Self-paced training class.
This course discusses the setup and day to day processing involved with the Outreach toolbar. This course covers the same content as the instructor led session, including Routes, Interests and the delivery process.
Content is English only.

## Platinum Services

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

The next level of service. A comprehensive suite of services and extended support to ensure libraries get the same first-class service they offer to communities.

**Platinum**

10% off ALL qualifying future services purchases

**Training**

- Unlimited access to online eLearning training courses for 20 users
- Web access to customizable electronic training documentation
- Three distance group training or consulting courses

**Best Practices and Custom Consulting**

- 6 custom consulting hours: Global database changes, Web Services assistance, Enterprise Customization, Symphony Custom Reports, Horizon SQL assistance, Search Index changes, Database Analysis or integration with Third Party Vendors
- SureSailing quarterly - Regularly scheduled two hour calls with a senior consultant to review best practices, report setup and configuration, system administration, planning for upgrades and enhancements, and answer general questions
- Enterprise Q and A - monthly call with a senior consultant to review Enterprise

**Customer Service and Support**

- Dedicated Phone number
- Weekend and evening upgrade support
- Priority call handling and resolution
- Remote mobile device diagnostics and support

**Data Enhancement Services**

- Annual Authority Processing update (initial Authority Processing required before service can be scheduled)
- MARC records subscription with full SmartSOURCE service
- Annual Bibliographic Analysis to provide a series of reports on the content of the bibliographic database for quality control

## Third Party Products

**Syndetics Unbound Base Package, Annual Subscription (per 1,000 circ)**

Must be running SirsiDynix Enterprise 4.5.1 or above.
Syndetics Unbound Base Package - Syndetics and LibraryThing Elements including:
Cover Images, Upgraded Cover Images, Summaries, Author Info, Reading Levels, Video Games, Tag Cloud, Book Profiles, Series, Video and Music, Awards, First Chapter/Excerpts, TOCs, Professional Reviews (NYT Full Text, Publisher's Weekly, Library Journal, School Library Journal, HornBook, BookList, Choice, Kirkus, BookSeller + Publisher, Guardian), Patron Reviews, Recommendations, Other Editions, Lists (Bestseller, Media Mention, Citations, LT User Lists, Librarian Lists, Genre), Shelf Browse, and Book Display Widget.

**Third Party Services as per quote**

See Quote Information page for further information

**Zepheira Services - BLUEcloud Visibility**

Includes setting up of transformation services and converting data to BIBFRAME format

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

# Terms and Conditions

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 340,000 annually circulated items and up to 25 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

SirsiDynix SymphonyWeb is based on the number of concurrent Staff Users. You may use SymphonyWeb for a total of up to 31 concurrent Staff Users which may be split against the number of production instances purchased; an increase in the number of Staff Users on any instance requires additional fees.

NCIP is based upon certified vendors. You are authorized for 1 certified vendors; an increase in the number of certified vendors requires additional fees.

Enriched Content is based upon annual circulation. You are licensed for up to 262,000 annually circulated items; an increase requires additional licenses.

Community Engagement Platform is based upon contacts. You are authorized for up to 10,000 contacts; an increase in the number of contacts requires additional fees.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

## Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

**SirsiDynix Products and Services, New Customers**

- 50% of Year 1 total due upon contract signing
- 50% of Year 1 due upon date of initial live use of SirsiDynix System

**Third Party Products**

- 100% due upon installation of third party products

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

Unless otherwise specifically stated in writing, Products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

This document is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

# Signature(s)

**Customer Signature:**
**Oxnard Public Library**

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

**Sirsi Corporation dba SirsiDynix Signature:**

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

**Billing Address:**

Oxnard Public Library
251 South A Street
Oxnard
California 93030
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

# End User License Agreement: Syndetics

1) “Agreement” means this Syndetics Usage Agreement and the Quote attached hereto.
2) “Syndetics Data” means the Syndetics Display Elements and Syndetics Unbound Display Elements listed in the Quote.
3) “Services” means the Syndetics and Syndetics Unbound Services by which the Syndetics Data is delivered to Subscriber, including any software contained therein.
4) “User Generated Content” means content uploaded by end users to the Services.
5) License. ProQuest hereby grants Subscriber a non-exclusive license to use Syndetics Data and the Services for the purposes described in this Agreement for the Subscription Period noted on the Quote and any renewals thereto.
6) Use and Restrictions. While it is understood that the Syndetics Data will be publicly available on open electronic networks, Subscriber will use the Syndetics Data only for the intended purpose of augmenting the Subscriber's own library online public access catalog or website. Subscriber may not convert Syndetics Data into MARC format, nor distribute or display the Syndetics Data in any third party applications, catalogs or websites.
7) Proprietary Rights. ProQuest, its licensors, or both own all right, title and interest, including, without limitation, the copyright, in and to the Syndetics Data and the Services and all components thereof. The copyright and title to all property interests in or to the Syndetics Data and the Services are and shall remain in ProQuest, its licensors, or both as owner and this Agreement shall not grant to Subscriber, or any Subscriber affiliate or agent, or any Subscriber patron, employee or user, any right of ownership therein. Subscriber may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Syndetics Data or the Services, in whole or in part. If no specific restrictions are displayed, Subscriber and users of the Services may make copies of select portions of the Syndetics Data, provided that the copies are made only for personal use and any notices contained in the Syndetics Data, such as all copyright notices, trademark legends, or other proprietary rights notices are maintained on such copies. Except as otherwise permitted in this Agreement or as permitted by the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively, neither Subscriber nor users of the Services may upload, post, reproduce, or distribute in any way Syndetics Data protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other propriety right.
8) Indemnification. Subject to the terms of Paragraphs 8 and 9 below, ProQuest shall defend, hold harmless and indemnify Subscriber from any liability and expense (including, without limitation, reasonable attorney's fees) imposed upon Subscriber as a result of any and all claims that the Syndetics Data or the Services or any part thereof infringes upon the intellectual property rights of any third party; provided that Subscriber promptly notifies ProQuest of any such claim, and permits ProQuest to control the defense or resolution thereof, and Subscriber fully cooperates with ProQuest in connection therewith.
9) Indemnification Limitations. ProQuest shall have no obligation to Subscriber under this Agreement if:
   a. the actual or alleged infringement is based upon any modification or alteration of the Syndetics Data or Services that was not designed, supplied or expressly approved by ProQuest and such infringement would not have arisen but for such modification or alteration; or
   b. the actual or alleged infringement is based upon the combination, operation or use of the Syndetics Data or Services with any other software or database that is not supplied or expressly approved by ProQuest and such infringement would not have arisen but for such combination, operation or use; or
   c. the claim arises out of the use of any Cover Images provided as Syndetics Data; or
   d. the actual or alleged claim is based on Subscriber’s representation that the Syndetics Data or Services or any information extracted therefrom conforms to any express or implied warranties of merchantability and fitness for a particular purpose, or to any warranties of accuracy, adequacy or completeness; or
   e. the actual or alleged claim arises out of the use of User Generated Content provided in the Services.
10) Disclaimer of Liability.
   a. AS TO THE SYNDETICS DATA AND THE SERVICES, PROQUEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROQUEST MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE SYNDETICS DATA OR THE SERVICES. IN NO EVENT SHALL PROQUEST BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYNDETICS DATA OR SERVICES.
   b. COVER AND AUTHOR IMAGES, USER GENERATED CONTENT. ALL RIGHTS IN COVER AND AUTHOR IMAGES AND USER GENERATED CONTENT ARE RESERVED BY THE ORIGINAL COPYRIGHT OWNERS. COVER AND AUTHOR IMAGES AND USER GENERATED CONTENT ARE PROVIDED “AS IS,” AND WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. WITHOUT


Copyright 2020 Sirsi Corporation - All Rights Reserved

LIMITING THE FOREGOING, AS TO COVER AND AUTHOR IMAGES, PROQUEST EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NONINTERFERENCE, NON-INFRINGEMENT, INFORMATIONAL CONTENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PROQUEST BE LIABLE FOR ANY CLAIM ARISING FROM USE OF COVER AND AUTHOR IMAGES AND/OR USER-GENERATED CONTENT INCLUDED IN THE SERVICES.

11) This Agreement shall be governed by the laws of the State of Michigan excluding its conflicts of laws principles.

12) Subscriber agrees that Subscriber is liable for the full amount of the subscription(s) specified in the Quote unless ProQuest is notified of cancellation within thirty (30) days from the Start Date specified in the Quote. Pro-rated credits for pre-paid subscriptions may be applied to subscription upgrades.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2020 Sirsi Corporation - All Rights Reserved

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.7**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

**SUBJECT:** Purchase Order to King Lee Chemical Company for Clean-in-Place Chemicals for the Reverse Osmosis Desalter Facility.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute Purchase Order #7961 with King Lee Chemical Company in the amount not to exceed $118,734.45 for a three-year term ending February 28, 2023 for clean-in-place chemicals for the Reverse Osmosis Desalter Facility.

**BACKGROUND**

The Water Division is responsible for the transmission and distribution of potable water to City customers. The City water system includes: 10 water wells, six (6) turnouts, one (1) desalter facility, six (6) blending stations, and over 500 miles of transmission and distribution pipelines.

Reverse osmosis is a water purification process that uses a partially permeable membrane to separate ions, unwanted molecules and larger particles from drinking water. This process is used at the City's Reverse Osmosis Desalter Facility on groundwater that is pumped from wells. There are 1,449 total membranes used to filter the water and over time scales and foulants begin to form over the membranes resulting in reduced performance and potential failure. The clean-in-place chemicals consisting of a low pH, high pH, and Gypsum clean the surface and the pores of the membranes. Cleaning the membranes at least once a year is crucial to ensure high water quality and extending the longest life possible for the membranes.

## DISCUSSION

On October 7, 2020, the Public Works Department issued a Request for Bid (RFB PW 21-25) for clean-in-place chemicals necessary to clean the membranes at the Reverse Osmosis Desalter Facility. A total of two (2) bids were received: King Lee Chemical Company (King Lee) and Amaya Chemicals (Amaya). The Amaya bid was non-responsive since this firm was not able to prove their product was comparable to the "or equal" standard. King Lee is the only bidder that is able to provide the correct chemicals for our membranes. Thus, staff recommends that the City Council award the purchase order for these services to King Lee. Staff has confirmed that King Lee meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

**FINANCIAL IMPACT**

The cost for this three-year purchase order with King Lee Chemical Company is $118,734.45, with a spending plan of $39,578.15 in Fiscal Year 2020-21. This cost will be funded with available appropriations from the Water Operating Fund 601 (account 601-6001-843-8106). The remaining contract balance will be requested in the respective budgets of subsequent fiscal years.

**COMMITTEE OUTCOME**

This item is scheduled for the February 9, 2021 PWTC date. At the time this agenda went to print, the item had not yet gone to committee. Therefore, the outcome was unknown. Staff is available to answer any questions.

*Prepared by: Omar Castro, Water Division Manager*

**ATTACHMENTS**

1. PO 7961 King Lee Chemical Company

CITY OF OXNARD CALIFORNIA

# PURCHASE ORDER

**CITY OF OXNARD**
**300 WEST 3RD STREET**
**OXNARD, CA 93030**

**PURCHASE ORDER NO. 007961**

DATE: 1/13/2021

**VENDOR PHONE:** (858)693-4062
**VENDOR FAX:** (858)693-4917
**VENDOR #:** 10974
**VENDOR ADDRESS:** KING LEE CHEMICAL COMPANY
P.O BOX 146
DEL MAR, CA 92014

**SHIP TO:** WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

***Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence***

| DELIVER BY | REQUISITION # | REQUISITION DATE | CONFIRMED BY |
|---|---|---|---|
| 02/28/2023 | 0000005234 | 12/15/2020 | |
| **FOB** | **ACCOUNT NUMBER** | | **AUTHORIZED BY** |
| | 60160018438106 | | ERIC HERNANDEZ |

| ITEM # | QUANTITY/ UNIT | DESCRIPTION ARTICLE OR SERVICE | UNIT COST | EXTENDED COST |
|---|---|---|---|---|
| 1 | 39,578.15 / DL | CLEAN IN PLACE CHEMICALS FOR RO MEMBRANES | 1.0000 | 39,578.15 |

PO for chemical purchase for water treatment
facility
In response to RFB PW 21-25
Delivery via supplier owned vehicles
NTE $118,734.45
BUSINESS NEEDS TO APPLY FOR BTC SINCE THEY ARE
DELIVERYING THE PRODUCTS TO THE CITY. I WAS UNABLE
TO LOCATE A BTC FOR THEM IN OUR SYSTEM*PW
21 00095340 EXP 12/31/20*AM
NSS 20-111 EXP 02/28/23

**TOTAL PURCHASE AMOUNT** **$39,578.15**

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

# PURCHASE ORDER

**CITY OF OXNARD**
**300 WEST 3RD STREET**
**OXNARD, CA 93030**

**PURCHASE ORDER NO. 007961**

DATE: 1/13/2021

**VENDOR PHONE:** (858)693-4062
**VENDOR FAX:** (858)693-4917
**VENDOR #:** 10974
**VENDOR ADDRESS:** KING LEE CHEMICAL COMPANY
P.O BOX 146
DEL MAR, CA 92014

**SHIP TO:** WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

***Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence***

| DELIVER BY | REQUISITION # | REQUISITION DATE | CONFIRMED BY |
|---|---|---|---|
| 02/28/2023 | 0000005234 | 12/15/2020 | |
| **FOB** | **ACCOUNT NUMBER** | | **AUTHORIZED BY** |
| | 60160018438106 | | ERIC HERNANDEZ |

| ITEM # | QUANTITY/ UNIT | DESCRIPTION ARTICLE OR SERVICE | UNIT COST | EXTENDED COST |
|---|---|---|---|---|

**In order to receive payment, email all invoices to:**
**invoices@oxnard.org**

**In the subject line, reference the Purchase Order number above.**

AUTHORIZED SIGNATURE. _____

John C. Zaragoza,
Mayor

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.8**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

**SUBJECT:** Agreements for Consulting Services for Wastewater and Recycled Water Treatment Process Support.

## RECOMMENDATION

That the City Council approve and authorize the Mayor to execute agreements for the following wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount not to exceed $100,000 for a three-year term ending February 16, 2024;
2. Agreement A-8284 with MV Engineering, LLC, in the amount not to exceed $125,000 for a three-year term ending February 16, 2024;
3. Agreement A-8285 with GHD, Inc., in the amount not to exceed $100,000 for a three-year term ending February 16, 2024;
4. Agreement A-8286 with KEH Group, Inc., in the amount not to exceed $100,000 for a three-year term ending February 16, 2024;
5. Agreement A-8287 with Kennedy/Jenks Consultants, Inc., in the amount not to exceed $175,000 for a three-year term ending February 16, 2024;
6. Agreement A-8288 with Separation Processes, Inc., in the amount not to exceed $125,000 for a three-year term ending February 16, 2024; and
7. Agreement A-8289 with Carollo Engineers, Inc., in the amount not to exceed $175,000 for a three-year term ending February 16, 2024.

## BACKGROUND

The City of Oxnard Wastewater Treatment Plant (OWTP) is a secondary treatment plant located at 6001 Perkins Road that has a designed capacity of 31.7 million gallons per day. The treatment process consists of preliminary screening, primary treatment, secondary treatment, chlorination, dechlorination, and ocean discharge.

The Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road treats OWTP secondary effluent to produce up to 6.25 million gallons per day of highly purified recycled water. The AWPF utilizes microfiltration, reverse osmosis, and advanced oxidation treatment to produce a recycled water product that meets the stringent state requirements for aquifer recovery and storage program and irrigation of edible crops.

The OWTP and AWPF require regulatory and technical expertise related to permit compliance and operational issues. Regulatory and operational issues are often time sensitive and require quick responses to ensure overall permit compliance and effective operations. Having on-call agreements will create a mechanism to respond quickly and efficiently to these issues as they arise.

## DISCUSSION

On September 17, 2020, the City released solicitation PW 21-12 for Consulting Services for Wastewater and Recycled Water treatment process support. Statements of Qualifications (SOQ) were due October 7, 2020 where the City received a total of eight (8) responses.

The Wastewater Division Manager, Wastewater Infrastructure Manager, and Wastewater Operations Manager reviewed and ranked the submitted SOQs based on responsiveness of each bidder with regards to regulatory requirements, wastewater process and recycled water process expertise. MV Engineering, LLC, Carollo Engineers, Inc., and KEH Group, Inc., scored highly in the regulatory requirements portion; Carollo Engineers, Inc., Kennedy/ Jenks Consultants, Inc., KEH Group, Inc., and Dudek scored highly on the wastewater process portion; Separation Processes, Inc., Kennedy/Jenks Consultants, Inc., and GHD, Inc. scored highly on the recycled water process portion.

The professional services under these agreements will be initiated via task order as needed for each individual assignment and will perform under the supervision of the respective Divisions. The task order proposal will identify a concise description of the Scope of Work to be performed by the Consultant, the method by which the Consultant plans on completing the work, and a schedule for completion of the work. It is the Consultant's responsibility, in consultation with the City, to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City. The work does not include planning, design or construction related services. The following list identifies some, but not necessarily all, of the potential assignments at both the OWTP and AWPF.

### Regulatory Compliance and Permit Assistance Related to:

- National Pollutant Discharge Elimination System (NPDES)
- Waste Discharge Requirements (WDRs)
- Water Reclamation Requirements (WRRs)
- Ventura County Air Pollution Control District (VCAPCD)
- Ventura County Certified Unified Program Agency (CUPA)

### Process Operations and Optimization

- Odor control
- Maintenance improvement plans
- Standard operating procedures
- Hydraulic modeling
- Energy optimization
- Chemical optimization
- Process controls evaluation
- Solids processing and disposal

- Plant optimization analysis
- Evaluation of FOG, septage, porta-potty, and food waste streams

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

**FINANCIAL IMPACT**

The total cost for all agreements for wastewater and recycled water treatment process support consultant services is $900,000 through February 16, 2024. Individual assignments will be issued as task orders and be based on specific scopes of work and proposals submitted. The estimated spending plan is $150,000 for FY 2020-21. Costs will be funded using existing appropriations from Wastewater Operating Fund 621 (account 621-6202-842-8209) and Water Operating Fund 601 (account 601-6012-842-8209). Estimated costs will be budgeted in subsequent fiscal years. The Water and Wastewater Divisions will ensure sufficient funding for each task order prior to initiating the work.

| **Consulting Services Spending Plan** | | | |
|---|---|---|---|
| **FY 2020-21** | **FY 2021-22** | **FY 2022-23** | **FY 2023-24** |
| $150,000 | $300,000 | $300,000 | $150,000 |

**COMMITTEE OUTCOME**

This item is scheduled for the February 9, 2021 PWTC date. At the time this agenda went to print, the item had not yet gone to committee. Therefore, the outcome was unknown. Staff is available to answer any questions.

*Prepared by: Jan Hauser, Wastewater Division Manager*

**ATTACHMENTS**

1. Agreement A-8283 (Dudek)
2. Agreement A-8284 (MV Engineering)
3. Agreement A-8285 (GHD Inc.)
4. Agreement A-8286 (KEH Group)
5. Agreement A-8287 (Kennedy Jenks)
6. Agreement A-8288 (SPI)
7. Agreement A-8289 (Carollo Engineering)

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date:_____ (Date signed by Mayor)

(2) Consultant: Dudek

(3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: February 17, 2024

(6) Total Agreement Amount: $100,000

(7) Consultant's Project Manager; Greg Guillen, P.E.

(8) Consultant's Project Manager: 1) Jan Hauser, Wastewater Division Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

Attn: Greg Guillen, Project Manager, P.E.
605 Third St.
Encinitas, CA 92024

*FOR CITY:*

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

*CONSULTANT'S PROJECT MANAGER:*

gguillen@dudek.com

*CITY'S PROJECT MANAGER:*

jan.hauser@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:

**X** Scope of Services Exhibit
**X** Rates and Costs Exhibit
**X** Insurance Exhibit (INS-A)

**AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

9. 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.

10. 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 Vendor 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.

11. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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. All Documents and Materials shall be considered Confidential Information and 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.

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

[Signatures on next page]

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**

**X** John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**DUDEK**

Frank Dudek, CEO/Chairman [2] Date

Joe Monaco, 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; 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

The contract will be on a task order basis and no task orders are guaranteed.

**Task 0 – Project Management**

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

**Task 1 – Regulatory Compliance and Permit Review Assistance**

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

**Task 2 – Process Operations and Optimization**

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

**RATES AND COSTS EXHIBIT**
**(Page 1 of 2)**

| BILLING CLASSIFICATION | RATE |
|---|---|
| **AESC – Energy Optimization** | |
| Director Program Mgt/Principal Engineer | $235/hr. |
| Sr. Program Manager | $204/hr. |
| Program Manager/Lead Engineer | $189hr. |
| Sr. Project Manager/Senior Engineer | $168/hr. |
| Project Manager/Staff Engineer | $153/hr. |
| Engineer | $138/hr. |
| Associate Engineer | $115/hr. |
| Engineering Assistant | $102/hr. |
| Technician | $90/hr. |
| **Beyaz & Patel – Structural** | |
| Principal Engineer | $246/hr. |
| Senior Structural Engineer | $214/hr. |
| Senior Engineer | $169/hr. |
| Engineer | $142/hr. |
| CAD Designer | $135/hr. |
| Clerical/Word Processing | $80/hr. |
| **DTN, Inc. - Electrical** | |
| Principal Engineer | $290/hr. |
| Senior Engineer/Project Manager | $263/hr. |
| Project Engineer | $215/hr. |
| CAD Operator | $115/hr. |
| Office Support | $105/hr. |

# RATES AND COSTS EXHIBIT
# (Page 2 of 2)

## DUDEK
## 2020 STANDARD SCHEDULE OF CHARGES

### Engineering Services

| | |
|---|---|
| Project Director | $290.00/hr |
| Principal Engineer III | $270.00/hr |
| Principal Engineer II | $260.00/hr |
| Principal Engineer I | $250.00/hr |
| Program Manager | $235.00/hr |
| Senior Project Manager | $235.00/hr |
| Project Manager | $230.00/hr |
| Senior Engineer III | $225.00/hr |
| Senior Engineer II | $215.00/hr |
| Senior Engineer I | $205.00/hr |
| Project Engineer IV/Technician IV | $195.00/hr |
| Project Engineer III/Technician III | $185.00/hr |
| Project Engineer II/Technician II | $170.00/hr |
| Project Engineer I/Technician I | $155.00/hr |
| Senior Designer | $175.00/hr |
| Designer | $165.00/hr |
| Assistant Designer | $160.00/hr |
| CADD Operator III | $155.00/hr |
| CADD Operator II | $145.00/hr |
| CADD Operator I | $130.00/hr |
| CADD Drafter | $120.00/hr |
| CADD Technician | $110.00/hr |
| Project Coordinator | $135.00/hr |
| Engineering Assistant | $115.00/hr |

### Environmental Services

| | |
|---|---|
| Project Director | $245.00/hr |
| Senior Specialist IV | $230.00/hr |
| Senior Specialist III | $220.00/hr |
| Senior Specialist II | $200.00/hr |
| Senior Specialist I | $190.00/hr |
| Specialist V | $180.00/hr |
| Specialist IV | $170.00/hr |
| Specialist III | $160.00/hr |
| Specialist II | $145.00/hr |
| Specialist I | $130.00/hr |
| Analyst V | $120.00/hr |
| Analyst IV | $110.00/hr |
| Analyst III | $100.00/hr |
| Analyst II | $90.00/hr |
| Analyst I | $80.00/hr |
| Technician IV | $90.00/hr |
| Technician III | $80.00/hr |
| Technician II | $70.00/hr |
| Technician I | $60.00/hr |
| Compliance Monitor | $95.00/hr |

### Data Management Services

| | |
|---|---|
| GIS Programmer I | $185.00/hr |
| GIS Specialist IV | $160.00/hr |
| GIS Specialist III | $150.00/hr |
| GIS Specialist II | $140.00/hr |
| GIS Specialist I | $130.00/hr |
| Data Analyst III | $100.00/hr |
| Data Analyst II | $90.00/hr |
| Data Analyst I | $80.00/hr |
| UAS Pilot | $100.00/hr |

### Construction Management Services

| | |
|---|---|
| Principal/Manager | $195.00/hr |
| Senior Construction Manager | $180.00/hr |
| Senior Project Manager | $165.00/hr |
| Construction Manager | $155.00/hr |
| Project Manager | $145.00/hr |
| Resident Engineer | $145.00/hr |
| Construction Engineer | $140.00/hr |
| On-site Owner's Representative | $140.00/hr |
| Construction Inspector III | $130.00/hr |
| Construction Inspector II | $120.00/hr |
| Construction Inspector I | $110.00/hr |
| Prevailing Wage Inspector | $135.00/hr |

### Hydrogeological Services

| | |
|---|---|
| Project Director | $285.00/hr |
| Principal Hydrogeologist/Engineer II | $265.00/hr |
| Principal Hydrogeologist/Engineer I | $250.00/hr |
| Sr. Hydrogeologist IV/Engineer IV | $235.00/hr |
| Sr. Hydrogeologist III/Engineer III | $220.00/hr |
| Sr. Hydrogeologist II/Engineer II | $205.00/hr |
| Sr. Hydrogeologist I/Engineer I | $190.00/hr |
| Hydrogeologist VI/Engineer VI | $175.00/hr |
| Hydrogeologist V/Engineer V | $165.00/hr |
| Hydrogeologist IV/Engineer IV | $155.00/hr |
| Hydrogeologist III/Engineer III | $145.00/hr |
| Hydrogeologist II/Engineer II | $135.00/hr |
| Hydrogeologist I/Engineer I | $125.00/hr |
| Technician | $100.00/hr |

### District Management & Operations

| | |
|---|---|
| District General Manager | $195.00/hr |
| District Engineer | $185.00/hr |
| Operations Manager | $160.00/hr |
| District Secretary/Accountant | $120.00/hr |
| Collections System Manager | $135.00/hr |
| Grade V Operator | $125.00/hr |
| Grade IV Operator | $110.00/hr |
| Grade III Operator | $100.00/hr |
| Grade II Operator | $75.00/hr |
| Grade I Operator | $70.00/hr |
| Operator in Training | $65.00/hr |
| Collection Maintenance Worker II | $75.00/hr |
| Collection Maintenance Worker I | $65.00/hr |

### VISUAL Services

*Technical/Drafting/CADD Services*

| | |
|---|---|
| 3D Graphic Artist | $180.00/hr |
| Graphic Designer IV | $160.00/hr |
| Graphic Designer III | $145.00/hr |
| Graphic Designer II | $130.00/hr |
| Graphic Designer I | $115.00/hr |

### PUBLICATIONS Services

| | |
|---|---|
| Technical Editor III | $145.00/hr |
| Technical Editor II | $130.00/hr |
| Technical Editor I | $115.00/hr |
| Publications Specialist III | $105.00/hr |
| Publications Specialist II | $95.00/hr |
| Publications Specialist I | $85.00/hr |
| Clerical Administration | $90.00/hr |

**Forensic Engineering –** Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.
**Emergency and Holidays –** Minimum charge of two hours will be billed at 1.75 times the normal rate.
**Material and Outside Services –** Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.
**Travel Expenses –** Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost
**Invoices, Late Charges –** All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.
**Annual Increases –** Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

# INSURANCE EXHIBIT
# 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.

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

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

**CERTIFICATE 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**

**CANCELLATION**

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 _____

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date:_____ (Date Signed by Mayor)

(2) Consultant: MV Engineering, LLC

(3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: February 17, 2024

(6) Total Agreement Amount: $125,000

(7) City's Project Manager: Jan Hauser, Wastewater Division Manager

(8) Consultant's Project Manager: Mary L. Vorissis, P.E.

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

Attn: Mary L. Vorissis, P.E.
2025 Rikkard Dr.
Thousand Oaks, CA 91362

*FOR CITY:*

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

*CONSULTANT'S PROJECT MANAGER:*

mary.vorissis@gmail.com

*CITY'S PROJECT MANAGER:*

jan.hauser@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:

**X** Scope of Services Exhibit
**X** Rates and Costs Exhibit
**X** Insurance Exhibit (INS-A)

**AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

9. 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.

10. 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 Vendor 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.

11. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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. All Documents and Materials shall be considered Confidential Information and 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.

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

[Signatures on next page]

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**

**X John C. Zaragoza, Mayor**[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**MV ENGINEERING, LLC**

Mary L. Vorissis, P.E. [2] Date
Sole Owner/Manager

NA 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; 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

The contract will be on a task order basis and no task orders are guaranteed.

**Task 0 – Project Management**

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

**Task 1 – Regulatory Compliance and Permit Review Assistance**

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

**Task 2 – Process Operations and Optimization**

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

# RATES AND COSTS EXHIBIT

MV ENGINEERING, LLC HOURLY CHARGE RATES

| Schedule of Fees | |
|---|---|
| **Classification** | **Hourly Rate** |
| Principal-In-Charge/Mary L. Vorissis, P.E. | $185 |

**EXPENSES**

| Expense Type | Estimating Method | Rate |
|---|---|---|
| Auto Mileage | Travel | Current IRS |
| Auto Rental | Travel | Actual |
| Other Travel (FTR Guidelines) | Travel | Actual |
| Equipment Rental | Operating Expense | Actual |
| Postage/Freight | Operating Expense | Actual |
| Reprographics | Outside Service | Actual |
| Subcontractors | Outside Service | Actual + 10% |

# INSURANCE EXHIBIT
# 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.

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

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

**CERTIFICATE 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**

**CANCELLATION**

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 _____

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date:_____ (Date Signed by Mayor)

(2) Consultant: GHD Inc.

(3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: February 17, 2024

(6) Total Agreement Amount: $100,000

(7) Consultant's Project Manager: Mark Donovan, P.E.

(8) City's Project Manager: Jan Hauser

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

Attn: Mark Donovan, Project Manager, P.E. 320
Goddard Way, Suite 200
Irvine, CA 92618

*FOR CITY:*

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

*gguillen@dudek.com*

CITY'S PROJECT MANAGER:

jan.hauser@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:

**X** Scope of Services Exhibit
**X** Rates and Costs Exhibit
**X** Insurance Exhibit (INS-A)

**AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

9. 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.

10. 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 Vendor 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.

11. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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. All Documents and Materials shall be considered Confidential Information and 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.

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

[Signatures on next page]

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**

X John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel White, Purchasing Agent

☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**GHD Inc.**

Iver Skavdal, President [2] Date

Jeff Sturdevant, Exec. V.P. 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; 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

The contract will be on a task order basis and no task orders are guaranteed.

**Task 0 – Project Management**

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

**Task 1 – Regulatory Compliance and Permit Review Assistance**

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

**Task 2 – Process Operations and Optimization**

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

Please see below for GHD's rates for this project. If other staff from GHD work on the project during the course of execution, the same rate structure will be used per job classification.

GHD Rate Sheet

| Project Team Members | Role on Project | Hourly Rate |
|---|---|---|
| **Paul Hermann,** CPEng | Principal-in-Charge | $250 |
| **Mark Donovan**, PE | Project Manager /Senior Process Engineer | $250 |
| **Frederick Tack**, PE, ENV SP | Senior Wastewater Engineer | $195 |
| **Coenraad Pretorius**, PE | Wastewater Process Lead | $240 |
| **Eric Dienst**, PE | Wastewater Process Engineer | $175 |
| **Jamal Awad,** Ph.D., PE | Senior Advanced Water Treatment Engineer | $250 |
| **Kevin Tirado**, PE | Senior Water Process Engineer | $240 |
| **Leila Munla**, PhD | Process Engineer | $175 |
| **Brian Whitaker,** PE | Civil / Hydraulics | $225 |

# INSURANCE EXHIBIT
# 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.

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

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

**CERTIFICATE 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**

**CANCELLATION**

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 _____

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date:_____ (Date Signed by Mayor)

(2) Consultant: KEH Group, Inc.

(3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: February 17, 2024

(6) Total Agreement Amount: $100,000

(7) Consultant's Project Manager: Kenneth Hume, P.E.

(8) City's Project Manager: Jan Hauser

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

Attn: Kenneth Hume, Project Manager, P.E.
6435 Cayenne Lane
Carlsbad, CA 92009

*FOR CITY:*

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

*kehgroup@gmail.com*

*jan.hauser@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:
**X** Scope of Services Exhibit
**X** Rates and Costs Exhibit
**X** Insurance Exhibit (INS-A)

**AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

9. 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.

10. 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 Vendor 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.

11. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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. All Documents and Materials shall be considered Confidential Information and 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.

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

[Signatures on next page]

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**

X John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Agent
☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**KEH GROUP, INC.**

Kenneth E. Hume, [2] Date
CEO, Secretary, CFO[3]

NA

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; 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.

[3] Mr. Hume provided the following information in the RFP response regarding the KEH Group, Inc. ownership and corporate structure:
***KEH Group, Inc. is held by Kenneth E. Hume as sole shareholder of the corporation. Mr. Hume is identified in the filing statement with the State of California as Chief Executive Officer, Secretary and Chief Financial Officer. Therefore, an organizational chart for KEH Group, Inc. is not considered relevant for this response.***

# SCOPE OF SERVICES EXHIBIT

The contract will be on a task order basis and no task orders are guaranteed.

**Task 0 – Project Management**

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

**Task 1 – Regulatory Compliance and Permit Review Assistance**

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

**Task 2 – Process Operations and Optimization**

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

# RATES AND COSTS EXHIBIT

**2020-21 Rate Sheet for the City of Oxnard Consulting Services for Wastewater and Recycled Water Treatment Process Support Agreement - RFQ# PW 21-12:**

| Team Member | Billing Title | Hourly Rate |
|---|---|---|
| Ken Hume | Project Manager | $192.00 |
| Libby Tortorici | Senior Engineer | $160.00 |
| Don King | Process Mechanical Engineer | $185.00 |
| Tim Cooper | Process Controls Engineer | $170.00 |
| Mike Wilson | Operations Manager | $160.00 |

# INSURANCE EXHIBIT
# 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.

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

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

**CERTIFICATE 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**

**CANCELLATION**

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 _____

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date:_____ (Date Signed by Mayor)

(2) Consultant: Kennedy/Jenks Consultants, Inc.

(3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: February 17, 2024

(6) Total Agreement Amount: $175,000

(7) Consultant's Project Manager: Jeff Savard, P.E.

(8) City's Project Manager: Jan Hauser, Wastewater Division Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

Attn: Jeff Savard, Project Manager, P.E.
2775 N. Ventura Rd. #100
Oxnard, CA 93036

*FOR CITY:*

Attn: Jan Hauser, Wastewater Division Manager 6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

*CONSULTANT'S PROJECT MANAGER:*

*jeffsavard@kennedy.jenks.com*

*CITY'S PROJECT MANAGER:*

*jan.hauser@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:

**X** Scope of Services Exhibit
**X** Rates and Costs Exhibit
**X** Insurance Exhibit (INS-A)

**AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

9. 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.

10. 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 Vendor 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.

11. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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. All Documents and Materials shall be considered Confidential Information and 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.

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

[Signatures on next page]

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**

**X John C. Zaragoza, Mayor**[1] Date
Alexander Nguyen, City Manager
Daniel Willhite, Purchasing Agent
_____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**KENNEDY/JENKS CONSULTANTS, INC.**

Keith London, President/CEO[2] Date

Harold Glaser, COO 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; 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

The contract will be on a task order basis and no task orders are guaranteed.

**Task 0 – Project Management**

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

**Task 1 – Regulatory Compliance and Permit Review Assistance**

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

**Task 2 – Process Operations and Optimization**

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

# RATES AND COSTS EXHIBIT

**Custom Schedule of Charges** **Date: July 1, 2020**

**PERSONNEL COMPENSATION**

| Classification | Hourly Rate |
|---|---|
| CADTechnician | $110 |
| Senior CAD-Technician | $130 |
| CAD-Designer | $150 |
| Senior CAD-Designer | $160 |
| Engineer-Scientist-Specialist 1 | $125 |
| Engineer-Scientist-Specialist 2 | $155 |
| Engineer-Scientist-Specialist 3 | $170 |
| Engineer-Scientist-Specialist 4 | $195 |
| Engineer-Scientist-Specialist 5 | $215 |
| Engineer-Scientist-Specialist 6 | $230 |
| Engineer-Scientist-Specialist 7 | $260 |
| Engineer-Scientist-Specialist 8 | $275 |
| Engineer-Scientist-Specialist 9 | $290 |
| Project Administrator | $130 |
| Administrative Assistant | $100 |
| Aide | $85 |

## Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.

b. Consultants, soils engineers, surveyors, contractors, materials testing, specialty inspection firms and other outside services.

c. Rented vehicles, local public transportation and taxis, travel, accommodations and subsistence.

d. Project specific telecommunications and delivery charges.

e. Special fees, insurance, permits, and licenses applicable to the work.

f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

# INSURANCE EXHIBIT
# 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.

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

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

**CERTIFICATE 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**

**CANCELLATION**

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 _____

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date:_____ (Date Signed by Mayor)

(2) Consultant: Separation Processes, Inc.

(3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: February 17, 2024

(6) Total Agreement Amount: $125,000

(7) Consultant's Project Manager: Michael Dummer, P.E.

(8) City's' Project Manager:

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

Attn: Michael Dummer, Project Manager, P.E.
3152 Lionshead Ave.
Carlsbad, CA 92010

*FOR CITY:*

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

*CONSULTANT'S PROJECT MANAGER:*

*mdummer@spi-engineering.com*

*CITY'S PROJECT MANAGER:*

*jan.hauser@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:
**X** Scope of Services Exhibit
**X** Rates and Costs Exhibit
**X** Insurance Exhibit (INS-A)

**AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

9. 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.

10. 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 Vendor 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.

11. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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. All Documents and Materials shall be considered Confidential Information and 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.

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

[Signatures on next page]

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**

**X John C. Zaragoza, Mayor**[1] Date
Alexander Nguyen, City Manager
Daniel Willhite, Purchasing Agent
_____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**SEPARATION PROCESSES, INC.**

James C.Vickers, President [2] Date

Alex Wesner, 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; 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

The contract will be on a task order basis and no task orders are guaranteed.

**Task 0 – Project Management**

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

**Task 1 – Regulatory Compliance and Permit Review Assistance**

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

**Task 2 – Process Operations and Optimization**

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

# RATES AND COSTS EXHIBIT

## SPI Billing Rates

| Title | Hourly Rate | SPI Employee |
|---|---|---|
| Principal in Charge | $267 | Jim Vickers |
| Senior Project Manager (QA/QC) | $254 | Alex Wesner, Charlie Cruz |
| Project Manager | $168 | Mike Dummer |
| Project Engineer | $155 | Humberto Jaramillo |
| Senior Staff Engineer | $146 | Gabriela Downey |
| Engineer | $133 | Tiffany Le |
| CAD Designer | $128 | Miguel Sanchez |
| Project Administrator | $77 | Dawn Wright |

# INSURANCE EXHIBIT
# 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.

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

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

**CERTIFICATE 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**

**CANCELLATION**

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 _____

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date:_____ (Date Signed by Mayor)

(2) Consultant: Carollo Engineers, Inc.

(3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support

(4) Schedule of Services: See Scope of Services Agreement

(5) Agreement Ending Date: February 17, 2024

(6) Total Agreement Amount: $175,000

(7) City's Project Manager: Jan Hauser, Wastewater Division Manager

(8) Consultant's Project Manager: Lydia Holmes, P.E.

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

Attn: Lydia Holmes, P.E.
707 Wilshire Blvd., Ste. 3920
Los Angeles, CA 90017

*FOR CITY:*

Attn: Jan Hauser, Wastewater Division Manager 6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

*CONSULTANT'S PROJECT MANAGER:*

*lholmes@carollo.com*

*CITY'S PROJECT MANAGER:*

*jan.hauser@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:

**X** Scope of Services Exhibit
**X** Rates and Costs Exhibit
**X** Insurance Exhibit (INS-A)

**AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

9. 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.

10. 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 Vendor 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.

11. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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. All Documents and Materials shall be considered Confidential Information and 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.

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

[Signatures on next page]

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**

X John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Agent
☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**CAROLLO ENGINEERS, INC.**

Balakrishnan Narayanan, President and CEO [2] Date

Lydia Holmes, 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; 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

The contract will be on a task order basis and no task orders are guaranteed.

**Task 0 – Project Management**

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

**Task 1 – Regulatory Compliance and Permit Review Assistance**

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

**Task 2 – Process Operations and Optimization**

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

# COSTS AND RATES EXHIBIT

**CAROLLO ENGINEERS, INC.**
**Rate Schedule**

| | Hourly Rate |
|---|---|
| **Engineers/Scientists** | |
| Assistant Professional | $201.00 |
| Professional | 243.00 |
| Project Professional | 286.00 |
| Lead Project Professional | 306.00 |
| Senior Professional | 328.00 |
| **Technicians** | |
| Technicians | 155.00 |
| Senior Technicians | 211.00 |
| **Support Staff** | |
| Document Processing / Clerical | 138.00 |
| **Other Direct Expenses** | |
| Travel and Subsistence | Included in overhead, not billed separately |
| Mileage at IRS Reimbursement Rate Effective January 1, 2019 | $.58 per mile Included in overhead, not billed separately |
| Subconsultant | cost + 5% |
| Other Direct Cost | cost + 5% |
| Expert Witness | Rate x 2.0 |

This fee schedule is subject to annual revisions due to labor adjustments.

# INSURANCE EXHIBIT
# 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.

## 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.

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

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

**CERTIFICATE 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**

**CANCELLATION**

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 _____

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.9**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

**SUBJECT:** Bridge Jumping Ordinance Adoption.

**RECOMMENDATION**

That the City Council adopt Ordinance No. 2996 adding Article XXIII to Chapter 7 of the Oxnard City Code prohibiting bridge jumping.

**BACKGROUND**

In recent months, City staff and elected officials have received several complaints of persons jumping into the water from bridges in the harbor. Diving, jumping, falling or in any manner propelling oneself from a bridge creates serious risks to the health, safety and welfare of residents and visitors.

Ordinance No. 2996 prohibits dangerous activities occurring on and around bridges within City limits to protect the health, safety and welfare of residents and visitors.

A violation of the ordinance may be enforced according to the provisions of section 1-10 of the Oxnard City Code. Penalties depend on how a violation is prosecuted. Prosecution options include (1) misdemeanor, with punishment by a fine of $1,000 or imprisonment of six months, or both; (2) civil citation; (3) civil injunction; (4) infraction with punishment by a fine not exceeding $100 for a first violation, $200 for a second violation within one year, and $500 for the third and every additional violation within one year.

Where necessary the City will seek agent authorization to enforce the ordinance on private property, such as a bridge on property owned by an HOA.

At its regular meeting of January 25, 2021, the City Council approved the first reading by title only and waived further reading of Ordinance No. 2996 by a 5-0 vote (Councilmember Madrigal absent).

**STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

**FINANCIAL IMPACT**

There is no financial impact at this time.

**COMMITTEE OUTCOME**

The Public Safety Committee approved 3-0 on November 24, 2020 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Jason Zaragoza, Deputy City Attorney, Andrew Gonzalez, Deputy City Attorney*

**ATTACHMENTS**

1. BRIDGE JUMPING ORDINANCE.2996

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2996

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE OXNARD CITY CODE BY ADDING ARTICLE XXIII TO CHAPTER 7 PROHIBITING BRIDGE JUMPING

WHEREAS, California Government Code Section 831.7(b)(2) defines any form of diving into water from any structure where diving is prohibited as a "hazardous recreational activity;" and

WHEREAS, diving, jumping, falling or in any manner propelling oneself from a bridge creates serious risks to the health, safety and welfare of residents and visitors; and

WHEREAS, in recent months, City staff and elected officials have received numerous complaints of persons jumping from bridges in the City; and

WHEREAS, the City Council finds that it is necessary to prohibit dangerous activities occurring on and around bridges within City limits to protect the health, safety and welfare of residents and visitors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

PART 1. Article XXIII is hereby added to Chapter 7 of the Oxnard City Code to read as follows:

**"ARTICLE XXIII BRIDGE JUMPING PROHIBITED**

**SEC. 7-340. DEFINITIONS**

For the purposes of this Article, the following definitions shall apply:

(A) BRIDGE - A structure that is built over a railroad, road, river, or other body of water so that people or vehicles can cross from one side to the other.
(B) JUMP - To dive, jump, fall, or in any manner propel oneself from a Bridge or similar type of structure.

**SEC. 7-341. BRIDGE JUMPING; VIOLATION**

It shall be unlawful for any person, other than a city officer, employee or agent acting in the course of official duties, to do any of the following:
(A) To jump from any portion of a Bridge.
(B) To climb on or over any portion of the railing of a Bridge."

PART 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

PART 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

PART 4. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PART 5. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance 2996 was first read on January 25, 2021, and finally adopted on February 16, 2020, to become effective on March 18, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.1**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Phillip Molina

**SUBJECT:** Quarterly Investment Report for the period ending December 31, 2020. (0/5/5)

**RECOMMENDATION**

That the City Council receive and file the quarterly investment report.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/f0VaK2mr1pY

**BACKGROUND**

The City of Oxnard's December 2020 investment report will be brief this reporting period. This report is submitted to the City Council pursuant to California Government Code section 53646 and the Investment Policy adopted by the City Council.

But first, I wish to give a special thanks to staff, of the City Treasurer's Department without whose assistance this report could not be generated. This report does not show the fund balances, nor reimbursements, nor total receipts of the City of Oxnard, because Oxnard Municipal Code identifies the Oxnard Finance Department is charged with producing that information. This report does reflect the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of December 31, 2020. The following data is included in this report.

Not in this sequence, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested. You will notice the large buildup of cash in the bank account for the city's general business. This is the result of the anticipated rate changes, but it is the intent of the Treasurer to greatly increase the amount of cash invested so that once again it approaches 90% by year end.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return. Third, we explain that the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period, overnight investments versus 2, 3, 4, or 5 year maturities. Fourth, we will show you the daily cash position for December 31, 2020 so that you can see how the Treasurer's department reviews our cash balances every day to assure that the city has enough liquidity to cover its obligations.

And next, we attached the detailed list of every investment that the city currently holds as of the last day of December 31, 2020.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council and the public can begin to learn the actual amounts in the city's accounts. The graphs are created in order to show trends, and relationships that are best understood in that method of presentation. So while this report is brief in the number of pages, we hope to respond to any questions of you may have.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

**FINANCIAL IMPACT**

The City's total amount invested as of December 31, 2020 at market value was $159,105,970 at a cost of $158,948,030. Because of the fluctuation in the market rates yield on new instruments going up and down again, the City's current investments have a greater value than they cost, resulting in a net market gain of $157,940.00 if we had to sell them in the market today (one month ago).

| **ITEM** | December 2020 | **November 2020** | **October 2020** |
|---|---|---|---|
| Cost of investments (book value) | $ 158,948,030.00 | **$ 155,948,126.45** | **$ 154,943,380.00** |
| **Par or face value** | **$ 158,945,000.00** | **$ 155,945,000.00** | **$ 154,945,000.00** |
| **Market value as estimated** | **$ 159,105,970.00** | **$ 156,108,820.00** | **$ 155,113,380.00** |
| **Gain/Loss if forced to sell today** | **$ 157,940.00** | **$ 160,693.55** | **$ 170,000.00** |
| **Total Earnings per period** | **$ 85,276.84** | **$ 86,744.88** | **$ 91,193.13** |
| **Earned interest Yield this month** | **0.64%** | **0.68%** | **0.70%** |

Cash balances on the 30th day of December 2020 in each authorized city bank account with Bank of America total $119,372,518.91 in each account shown below:

| **City Treasurer's bank accounts** | **December 2020** | **November 2020** | **October 2020** |
|---|---|---|---|
| **City's General Fund bank account** | **$117,182,375.43** | **$ 89,004,747.00** | **$ 91,903,240.36** |
| **Successor Agency bank account** | **$1,797,087.00** | **$ 1,944,962.44** | **$ 4,526,848.55** |
| **W/C (workers compensation) account** | **$258,916.48** | **$ 2,686,708.71** | **$ 205,354.33** |
| **Parking Citations** | **$134,140.00** | **$ 83,608.58** | **$ 46,777.08** |
| **TOTAL CASH IN BANK ACCOUNTS** | **$ 119,372,518.91** | **$ 93,720,026.73** | **$ 96,682,220.32** |

(Per Bank Statements as of December 31, 2020)

The investments have a par value of $158,945,000 with a current market value of $159,105,970 were purchased months ago. We saw that "net earnings" for this month decreased slightly to $85,276.84. To provide greater return we tried diminishing the amount in LAIF and spreading that over the 2,3,4, and 5- year terms. Recently, however, LAIF is generating an average return that is near the City's average portfolio return. Additionally LAIF's December average apportionment rate was .68%, which is now higher than the rates on current GSEs (government sponsored enterprises) rates. So, the current strategy is to provide the maximum earnings short term and position the city's portfolio to be ready when the upswing starts again. The purpose for buying shorter term is, if a recession hits, the time span for recent recessions is between 11 months to 3.5 years. We want to be able to purchase at higher rates when the predicted recession ends. So now the cost of the investments, the face value, and the market value as of December 31, 2020 is provided so that at a glance you can see the summary of the entire portfolio, the risk, and the earnings with the current yield on a 365 day basis of .639% year to date and .847% on a monthly average as compared to the prior months. We believe this is the bottom and monthly rates should begin to improve now.

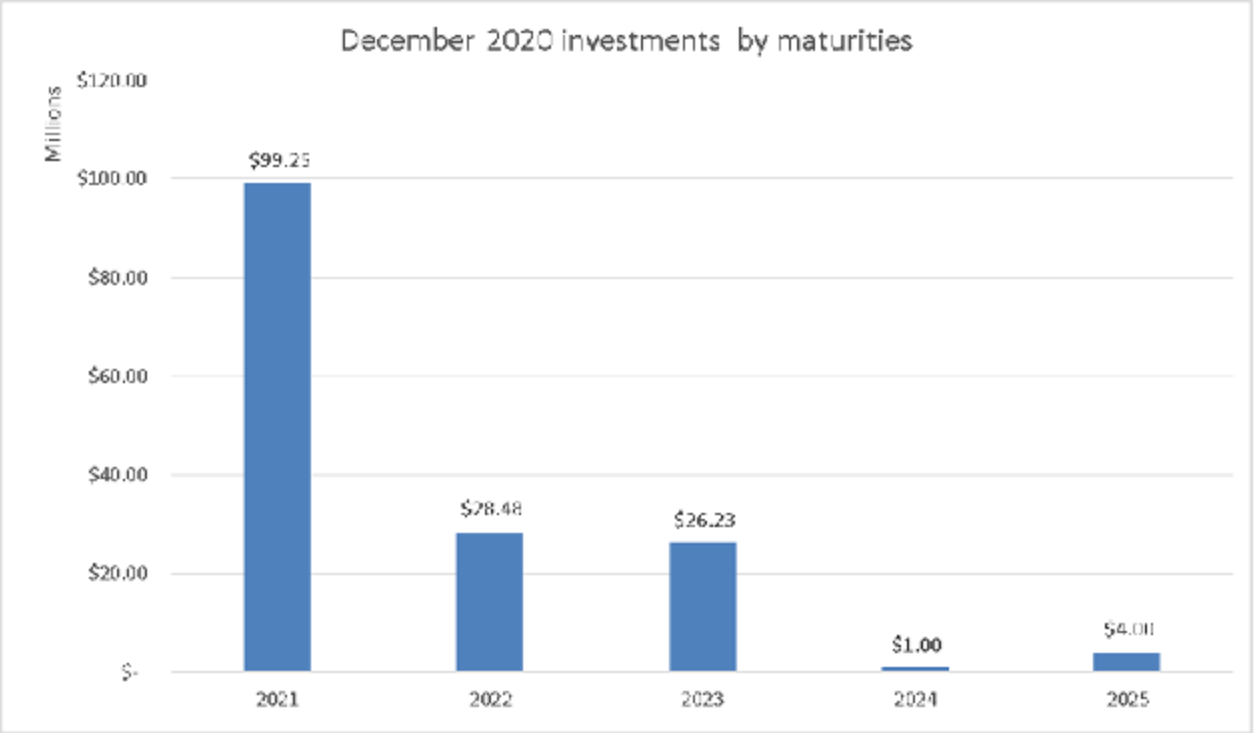
When we look back at the monthly cash flows of over 15 months, we found that the month with the highest cash outflow was August 2018 with an outflow of $37.4 million. And the fact that we had $75 million invested in LAIF, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. Before we reveal the details, we want to know the level of efficiency in our investment team. So we look to see how much cash is available, how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of available cash, and we know that for normal operations we should retain a daily balance of $3-5 million in the bank accounts. So when we look at the detail we see that the city is investing at a rate of as a percent % of total available cash. This year the President informed the public he plans on making more stock market improvements by lowering the rate of Treasury instruments (Fed Funds rate on overnight bank borrowing), which are currently locked down at below .20%. Bank of America provides a return of .19%.. Thus, our efficiency rating is now %, however, reducing the available cash for investing by the $30 million required by the CFO to lend to the General Fund produces an efficiency rate of  64%. It is important to note that in the recent 30days the Treasurer has invested over $29.5 million, but those investments have been countered by the early calls  on higher interest bearing instruments:

**EFFICIENCY RATING**

| | **December 2020** |
|---|---|
| Total cash all bank accounts | $119,372,518.91 |
| less: CDC | $1,797,087.00 |
| Net available to invest | $117,575,431.91 |
| amount invested at cost | $158,948,030.00 |
| total available cash to invest | $276,523,461.91 |
| percent invested = efficiency | 57% |

*EFFICIENCY RATING*

The bar chart below, shows the maturities of City's investment portfolio and reflects the fact that as our older instruments are being called early we find the need to acquire shorter term notes unless we can guarantee a rate of .19% or higher as explained above.




**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Phillip Molina, City Treasurer*

**ATTACHMENTS**

1. Investments Inventory December 2020
2. December 2020 Investment Report Presentation

# INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2020

Run: 01/20/2021 04:43:25 PM

Reporting Currency: Local

## City of Oxnard

| Inv No. | Description | Purch Date / Mat Date | CUSIP / CPR/PSA | Coupon / YTM TR | Sch Bk Price / Duration | Original Face / Notional Face | Unamort Premium / Unamort Discount | Current Par / Current Book | Amort Premium / Amort Discount | Accrued Interest |
|---|---|---|---|---|---|---|---|---|---|---|
| **Mat Date: 4/1/2021** | | | | | | | | | | |
| 17230 | MUNI | 03/27/2020 | 13063CP87 | 1.50000 | 100.09784 | 2,000,000.00 | 1,956.76 | 2,000,000.00 | 2,043.24 | 7,500.00 |
| | | 04/01/2021 | 0.00 | 1.30000 | .24900 | 0.00 | 0.00 | 2,001,956.76 | 0.00 | |
| | | | **Subtotal** | 1.50000 | 100.09784 | 2,000,000.00 | 1,956.76 | 2,000,000.00 | 2,043.24 | 7,500.00 |
| | | | | 1.30000 | .24900 | 0.00 | 0.00 | 2,001,956.76 | 0.00 | |
| **Mat Date: 4/4/2021** | | | | | | | | | | |
| 17227 | MUNI | 03/19/2020 | 13063DAC2 | 2.62500 | 100.55442 | 1,000,000.00 | 5,544.15 | 1,000,000.00 | 5,935.85 | 6,562.50 |
| | | 04/04/2021 | 0.00 | 1.51000 | .25700 | 0.00 | 0.00 | 1,005,544.15 | 0.00 | |
| | | | **Subtotal** | 2.62500 | 100.55442 | 1,000,000.00 | 5,544.15 | 1,000,000.00 | 5,935.85 | 6,562.50 |
| | | | | 1.51000 | .25700 | 0.00 | 0.00 | 1,005,544.15 | 0.00 | |
| **Mat Date: 5/10/2021** | | | | | | | | | | |
| 17102 | FFCB | 05/10/2018 | 3133EJNS4 | 2.70000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 3,825.00 |
| | | 05/10/2021 | 0.00 | 2.70000 | .35600 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| 17101 | CD | 03/10/2018 | 61747MX63 | 2.90000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 992.74 |
| | | 05/10/2021 | 0.00 | 2.90000 | .35600 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| | | | **Subtotal** | 2.73936 | 100.00000 | 1,245,000.00 | 0.00 | 1,245,000.00 | 0.00 | 4,817.74 |
| | | | | 2.73936 | .35600 | 0.00 | 0.00 | 1,245,000.00 | 0.00 | |
| **Mat Date: 11/29/2021** | | | | | | | | | | |
| 17018 | FHLB | 12/30/2016 | 3130AABG2 | 1.87500 | 99.87813 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 3,333.33 |
| | | 11/29/2021 | 0.00 | 2.00400 | .90600 | 0.00 | 2,437.48 | 1,997,562.52 | 9,582.52 | |
| 17019 | FHLB | 12/30/2016 | 3130AABG2 | 1.87500 | 99.85156 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 3,333.33 |
| | | 11/29/2021 | 0.00 | 2.03200 | .90600 | 0.00 | 2,968.78 | 1,997,031.22 | 11,671.22 | |
| | | | **Subtotal** | 1.87500 | 99.86484 | 4,000,000.00 | 0.00 | 4,000,000.00 | 0.00 | 6,666.66 |
| | | | | 2.01800 | .90600 | 0.00 | 5,406.26 | 3,994,593.74 | 21,253.74 | |
| **Mat Date: 12/23/2021** | | | | | | | | | | |
| 17234 | FFCB | 06/23/2020 | 3133ELN75 | .23000 | 100.00000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | 255.56 |
| | | 12/23/2021 | 0.00 | .23000 | .97700 | 0.00 | 0.00 | 5,000,000.00 | 0.00 | |
| 17235 | FFCB | 06/23/2020 | 3133ELN75 | .23000 | 100.00000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | 255.56 |
| | | 12/23/2021 | 0.00 | .23000 | .97700 | 0.00 | 0.00 | 5,000,000.00 | 0.00 | |
| 17236 | FFCB | 06/23/2020 | 3133ELN75 | .23000 | 100.00000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | 255.56 |
| | | 12/23/2021 | 0.00 | .23000 | .97700 | 0.00 | 0.00 | 5,000,000.00 | 0.00 | |
| | | | **Subtotal** | .23000 | 100.00000 | 15,000,000.00 | 0.00 | 15,000,000.00 | 0.00 | 766.68 |
| | | | | .23000 | .97700 | 0.00 | 0.00 | 15,000,000.00 | 0.00 | |
| **Mat Date: 4/6/2022** | | | | | | | | | | |
| 17239 | FFCB | 07/06/2020 | 3133ELR89 | .25000 | 100.04443 | 10,000,000.00 | 4,443.19 | 10,000,000.00 | 756.81 | 5,902.78 |

# INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2020

Run: 01/20/2021 04:43:25 PM

Reporting Currency: Local

## City of Oxnard

| Inv No. | Description | Purch Date / Mat Date | CUSIP / CPR/PSA | Coupon / YTM TR | Sch Bk Price / Duration | Original Face / Notional Face | Unamort Premium / Unamort Discount | Current Par / Current Book | Amort Premium / Amort Discount | Accrued Interest |
|---|---|---|---|---|---|---|---|---|---|---|
| | | 04/06/2022 | 0.00 | .22000 | 1.26300 | 0.00 | 0.00 | 10,004,443.19 | 0.00 | |
| | | | **Subtotal** | .25000 | 100.04443 | 10,000,000.00 | 4,443.19 | 10,000,000.00 | 756.81 | 5,902.78 |
| | | | | .22000 | 1.26300 | 0.00 | 0.00 | 10,004,443.19 | 0.00 | |
| **Mat Date: 5/1/2022** | | | | | | | | | | |
| 17246 | MUNI | 08/12/2020 | 446216HF3 | .46900 | 100.00000 | 250,000.00 | 0.00 | 250,000.00 | 0.00 | 195.42 |
| | | 05/01/2022 | 0.00 | .46900 | 1.33100 | 0.00 | 0.00 | 250,000.00 | 0.00 | |
| | | | **Subtotal** | .46900 | 100.00000 | 250,000.00 | 0.00 | 250,000.00 | 0.00 | 195.42 |
| | | | | .46900 | 1.33100 | 0.00 | 0.00 | 250,000.00 | 0.00 | |
| **Mat Date: 5/23/2022** | | | | | | | | | | |
| 17062 | FHLB | 05/23/2017 | 3130ABCF1 | 2.50000 | 100.00000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 5,277.78 |
| | | 05/23/2022 | 0.00 | 2.50000 | 1.38300 | 0.00 | 0.00 | 2,000,000.00 | 0.00 | |
| | | | **Subtotal** | 2.50000 | 100.00000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 5,277.78 |
| | | | | 2.50000 | 1.38300 | 0.00 | 0.00 | 2,000,000.00 | 0.00 | |
| **Mat Date: 5/24/2022** | | | | | | | | | | |
| 17063 | CD | 05/24/2017 | 1404203A6 | 2.40000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 596.06 |
| | | 05/24/2022 | 0.00 | 2.40000 | 1.38000 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| 17064 | CD | 05/24/2017 | 14042RFW6 | 2.40000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 596.06 |
| | | 05/24/2022 | 0.00 | 2.40000 | 1.38000 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| | | | **Subtotal** | 2.40000 | 100.00000 | 490,000.00 | 0.00 | 490,000.00 | 0.00 | 1,192.12 |
| | | | | 2.40000 | 1.38000 | 0.00 | 0.00 | 490,000.00 | 0.00 | |
| **Mat Date: 5/26/2022** | | | | | | | | | | |
| 17070 | CD | 05/26/2017 | 87165EMK0 | 2.40000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 563.84 |
| | | 05/26/2022 | 0.00 | 2.40000 | 1.38500 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| | | | **Subtotal** | 2.40000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 563.84 |
| | | | | 2.40000 | 1.38500 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| **Mat Date: 5/31/2022** | | | | | | | | | | |
| 17076 | CD | 05/31/2017 | 38148PKJ5 | 2.40000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 483.29 |
| | | 05/31/2022 | 0.00 | 2.40000 | 1.39900 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| 17073 | CD | 05/31/2017 | 20033AUB0 | 2.35000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 0.00 |
| | | 05/31/2022 | 0.00 | 2.35000 | 1.39400 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| | | | **Subtotal** | 2.37500 | 100.00000 | 490,000.00 | 0.00 | 490,000.00 | 0.00 | 483.29 |
| | | | | 2.37500 | 1.39650 | 0.00 | 0.00 | 490,000.00 | 0.00 | |
| **Mat Date: 10/7/2022** | | | | | | | | | | |
| 17240 | FHLMC | 07/07/2020 | 3134GV4X3 | .33000 | 100.00000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | 7,975.00 |
| | | 10/07/2022 | 0.00 | .33000 | 1.76200 | 0.00 | 0.00 | 5,000,000.00 | 0.00 | |

# INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2020

Run: 01/20/2021 04:43:25 PM

Reporting Currency: Local

## City of Oxnard

| Inv No. | Description | Purch Date / Mat Date | CUSIP / CPR/PSA | Coupon / YTM TR | Sch Bk Price / Duration | Original Face / Notional Face | Unamort Premium / Unamort Discount | Current Par / Current Book | Amort Premium / Amort Discount | Accrued Interest |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | **Subtotal** | .33000 | 100.00000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | 7,975.00 |
| | | | | .33000 | 1.76200 | 0.00 | 0.00 | 5,000,000.00 | 0.00 | |
| **Mat Date: 10/13/2022** | | | | | | | | | | |
| 17241 | FHLMC | 07/13/2020 | 3134GV5U8 | .31000 | 100.00000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | 7,233.33 |
| | | 10/13/2022 | 0.00 | .31000 | 1.77900 | 0.00 | 0.00 | 5,000,000.00 | 0.00 | |
| 17242 | FHLMC | 07/13/2020 | 3134GV5U8 | .31000 | 100.00000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | 7,233.33 |
| | | 10/13/2022 | 0.00 | .31000 | 1.77900 | 0.00 | 0.00 | 5,000,000.00 | 0.00 | |
| | | | **Subtotal** | .31000 | 100.00000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | 14,466.66 |
| | | | | .31000 | 1.77900 | 0.00 | 0.00 | 10,000,000.00 | 0.00 | |
| **Mat Date: 2/6/2023** | | | | | | | | | | |
| 17245 | FHLMC | 08/12/2020 | 3134GWLD6 | .30000 | 100.00500 | 1,000,000.00 | 50.00 | 1,000,000.00 | 0.00 | 1,208.33 |
| | | 02/06/2023 | 0.00 | .30000 | 2.09000 | 0.00 | 0.00 | 1,000,050.00 | 0.00 | |
| | | | **Subtotal** | .30000 | 100.00500 | 1,000,000.00 | 50.00 | 1,000,000.00 | 0.00 | 1,208.33 |
| | | | | .30000 | 2.09000 | 0.00 | 0.00 | 1,000,050.00 | 0.00 | |
| **Mat Date: 6/26/2023** | | | | | | | | | | |
| 17109 | CD | 06/26/2018 | 02589AAM4 | 3.30000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 110.74 |
| | | 06/26/2023 | 0.00 | 3.30000 | 2.40600 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| | | | **Subtotal** | 3.30000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 110.74 |
| | | | | 3.30000 | 2.40600 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| **Mat Date: 6/27/2023** | | | | | | | | | | |
| 17110 | CD | 06/27/2018 | 254673QR0 | 3.30000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 88.59 |
| | | 06/27/2023 | 0.00 | 3.30000 | 2.40900 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| | | | **Subtotal** | 3.30000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 88.59 |
| | | | | 3.30000 | 2.40900 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| **Mat Date: 6/28/2023** | | | | | | | | | | |
| 17111 | CD | 06/28/2018 | 17312QN96 | 3.30000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 66.44 |
| | | 06/28/2023 | 0.00 | 3.30000 | 2.41200 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| | | | **Subtotal** | 3.30000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 66.44 |
| | | | | 3.30000 | 2.41200 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| **Mat Date: 6/29/2023** | | | | | | | | | | |
| 17113 | CD | 06/29/2018 | 05580ANG5 | 3.30000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 44.29 |
| | | 06/29/2023 | 0.00 | 3.30000 | 2.41500 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| | | | **Subtotal** | 3.30000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 44.29 |
| | | | | 3.30000 | 2.41500 | 0.00 | 0.00 | 245,000.00 | 0.00 | |

## City of Oxnard

| Inv No. | Description | Purch Date / Mat Date | CUSIP / CPR/PSA | Coupon / YTM TR | Sch Bk Price / Duration | Original Face / Notional Face | Unamort Premium / Unamort Discount | Current Par / Current Book | Amort Premium / Amort Discount | Accrued Interest |
|---|---|---|---|---|---|---|---|---|---|---|
| **Mat Date: 8/3/2023** | | | | | | | | | | |
| 17244 | FNMA | 08/12/2020 | 3135G05P4 | .30000 | 99.94850 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 1,233.33 |
| | | 08/03/2023 | 0.00 | .32000 | 2.57800 | 0.00 | 515.00 | 999,485.00 | 0.00 | |
| | | | **Subtotal** | .30000 | 99.94850 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 1,233.33 |
| | | | | .32000 | 2.57800 | 0.00 | 515.00 | 999,485.00 | 0.00 | |
| **Mat Date: 9/11/2023** | | | | | | | | | | |
| 17247 | FHLB | 09/11/2020 | 3130AK4S2 | .28000 | 99.94500 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | 4,277.78 |
| | | 09/11/2023 | 0.00 | .29800 | 2.68400 | 0.00 | 2,750.00 | 4,997,250.00 | 0.00 | |
| | | | **Subtotal** | .28000 | 99.94500 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | 4,277.78 |
| | | | | .29800 | 2.68400 | 0.00 | 2,750.00 | 4,997,250.00 | 0.00 | |
| **Mat Date: 10/13/2023** | | | | | | | | | | |
| 17250 | FFCB | 10/21/2020 | 3133EMCQ3 | .28000 | 99.99522 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 1,213.33 |
| | | 10/13/2023 | 0.00 | .28400 | 2.77300 | 0.00 | 95.56 | 1,999,904.44 | 0.00 | |
| | | | **Subtotal** | .28000 | 99.99522 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 1,213.33 |
| | | | | .28400 | 2.77300 | 0.00 | 95.56 | 1,999,904.44 | 0.00 | |
| **Mat Date: 10/24/2023** | | | | | | | | | | |
| 17248 | FNMA | 09/24/2020 | 3136G43C5 | .30000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 808.33 |
| | | 10/24/2023 | 0.00 | .30000 | 2.80300 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| | | | **Subtotal** | .30000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 808.33 |
| | | | | .30000 | 2.80300 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| **Mat Date: 11/7/2023** | | | | | | | | | | |
| 17118 | CD | 11/07/2018 | 90348JFQ8 | 3.50000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 563.85 |
| | | 11/07/2023 | 0.00 | 3.50000 | 2.70800 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| | | | **Subtotal** | 3.50000 | 100.00000 | 245,000.00 | 0.00 | 245,000.00 | 0.00 | 563.85 |
| | | | | 3.50000 | 2.70800 | 0.00 | 0.00 | 245,000.00 | 0.00 | |
| **Mat Date: 11/16/2023** | | | | | | | | | | |
| 17251 | FNMA | 11/16/2020 | 3135G06F5 | .31000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 387.50 |
| | | 11/16/2023 | 0.00 | .31000 | 2.86300 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| | | | **Subtotal** | .31000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 387.50 |
| | | | | .31000 | 2.86300 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| **Mat Date: 11/24/2023** | | | | | | | | | | |
| 17252 | FHLMC | 11/24/2020 | 3134GXCA0 | .32000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 328.89 |
| | | 11/24/2023 | 0.00 | .32000 | 2.88500 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| 17253 | FHLMC | 11/24/2020 | 3134GXDT8 | .35000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 359.72 |
| | | 11/24/2023 | 0.00 | .35000 | 2.88400 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |

# INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2020

Run: 01/20/2021 04:43:25 PM

Reporting Currency: Local

## City of Oxnard

| Inv No. | Description | Purch Date / Mat Date | CUSIP / CPR/PSA | Coupon / YTM TR | Sch Bk Price / Duration | Original Face / Notional Face | Unamort Premium / Unamort Discount | Current Par / Current Book | Amort Premium / Amort Discount | Accrued Interest |
|---|---|---|---|---|---|---|---|---|---|---|
| 17254 | FHLMC | 11/24/2020 | 3134GXDT8 | .35000 | 100.00000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | 1,798.61 |
| | | 11/24/2023 | 0.00 | .35000 | 2.88400 | 0.00 | 0.00 | 5,000,000.00 | 0.00 | |
| | | | **Subtotal** | .34571 | 100.00000 | 7,000,000.00 | 0.00 | 7,000,000.00 | 0.00 | 2,487.22 |
| | | | | .34571 | 2.88414 | 0.00 | 0.00 | 7,000,000.00 | 0.00 | |
| **Mat Date: 11/27/2023** | | | | | | | | | | |
| 17255 | FHLB | 11/27/2020 | 3130AKGL4 | .30000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 283.33 |
| | | 11/27/2023 | 0.00 | .30000 | 2.89400 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| | | | **Subtotal** | .30000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 283.33 |
| | | | | .30000 | 2.89400 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| **Mat Date: 11/30/2023** | | | | | | | | | | |
| 17256 | FFCB | 11/30/2020 | 3133EMHL9 | .31000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 266.94 |
| | | 11/30/2023 | 0.00 | .31000 | 2.90500 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| | | | **Subtotal** | .31000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 266.94 |
| | | | | .31000 | 2.90500 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| **Mat Date: 12/15/2023** | | | | | | | | | | |
| 17257 | FNMA | 12/15/2020 | 3135GA6D8 | .32000 | 100.00000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 284.44 |
| | | 12/15/2023 | 0.00 | .32000 | 2.94400 | 0.00 | 0.00 | 2,000,000.00 | 0.00 | |
| | | | **Subtotal** | .32000 | 100.00000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 284.44 |
| | | | | .32000 | 2.94400 | 0.00 | 0.00 | 2,000,000.00 | 0.00 | |
| **Mat Date: 12/29/2023** | | | | | | | | | | |
| 17258 | FNMA | 12/29/2020 | 3135GABN0 | .28000 | 100.00000 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 | 15.56 |
| | | 12/29/2023 | 0.00 | .28000 | 2.98400 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| 17249 | FHLMC | 10/07/2020 | 3134GWXB7 | .30000 | 99.98978 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 33.33 |
| | | 12/29/2023 | 0.00 | .30300 | 2.98300 | 0.00 | 204.31 | 1,999,795.69 | 15.69 | |
| | | | **Subtotal** | .29333 | 99.99319 | 3,000,000.00 | 0.00 | 3,000,000.00 | 0.00 | 48.89 |
| | | | | .29533 | 2.98333 | 0.00 | 204.31 | 2,999,795.69 | 15.69 | |
| **Mat Date: 1/29/2024** | | | | | | | | | | |
| 17243 | FHLMC | 07/30/2020 | 3134GWFZ4 | .45000 | 100.00025 | 1,000,000.00 | 2.50 | 1,000,000.00 | 0.00 | 1,900.00 |
| | | 01/29/2024 | 0.00 | .45000 | 3.05400 | 0.00 | 0.00 | 1,000,002.50 | 0.00 | |
| | | | **Subtotal** | .45000 | 100.00025 | 1,000,000.00 | 2.50 | 1,000,000.00 | 0.00 | 1,900.00 |
| | | | | .45000 | 3.05400 | 0.00 | 0.00 | 1,000,002.50 | 0.00 | |
| **Mat Date: 3/25/2025** | | | | | | | | | | |
| 17228 | FFCB | 03/25/2020 | 3133ELUK8 | 1.20000 | 100.00000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 6,400.00 |
| | | 03/25/2025 | 0.00 | 1.20000 | 4.12700 | 0.00 | 0.00 | 2,000,000.00 | 0.00 | |
| | | | **Subtotal** | 1.20000 | 100.00000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 6,400.00 |

# INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2020

Run: 01/20/2021 04:43:25 PM

Reporting Currency: Local

## City of Oxnard

| Inv No. | Description | Purch Date / Mat Date | CUSIP / CPR/PSA | Coupon / YTM TR | Sch Bk Price / Duration | Original Face / Notional Face | Unamort Premium / Unamort Discount | Current Par / Current Book | Amort Premium / Amort Discount | Accrued Interest |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1.20000 | 4.12700 | 0.00 | 0.00 | 2,000,000.00 | 0.00 | |
| **Mat Date: 12/30/2025** | | | | | | | | | | |
| 17259 | FHLB | 12/30/2020 | 3130AKLL8 | .50000 | 100.00000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 27.78 |
| | | 12/30/2025 | 0.00 | .50000 | 4.94400 | 0.00 | 0.00 | 2,000,000.00 | 0.00 | |
| | | | **Subtotal** | .50000 | 100.00000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | 27.78 |
| | | | | .50000 | 4.94400 | 0.00 | 0.00 | 2,000,000.00 | 0.00 | |
| **Mat Date: 6/30/2030** | | | | | | | | | | |
| 17090 | VENTURA COUNTY INVE | 01/24/2018 | | 1.22000 | 100.00000 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | 35,864.66 |
| | | 06/30/2030 | 0.00 | 1.22000 | 8.97500 | 0.00 | 0.00 | 1,000,000.00 | 0.00 | |
| 16434 | LOCAL AGENCY INVEST | 07/01/2002 | | .63000 | 100.00000 | 0.00 | 0.00 | 75,000,000.00 | 0.00 | 120,750.01 |
| | | 06/30/2030 | 0.00 | .63000 | 8.48700 | 0.00 | 0.00 | 75,000,000.00 | 0.00 | |
| | | | **Subtotal** | .63776 | 100.00000 | 0.00 | 0.00 | 76,000,000.00 | 0.00 | 156,614.67 |
| | | | | .63776 | 8.49342 | 0.00 | 0.00 | 76,000,000.00 | 0.00 | |
| Grand Total | | Count 44 | | .62545 | 100.00190 | 82,945,000.00 | 11,996.60 | 158,945,000.00 | 8,735.90 | 240,686.25 |
| | | | | .61840 | 5.05429 | 0.00 | 8,971.13 | 158,948,025.47 | 21,269.43 | |



# City of Oxnard

# Quarterly Investment Report

# December 31, 2020

Prepared by Phillip Molina

Oxnard City Treasurer

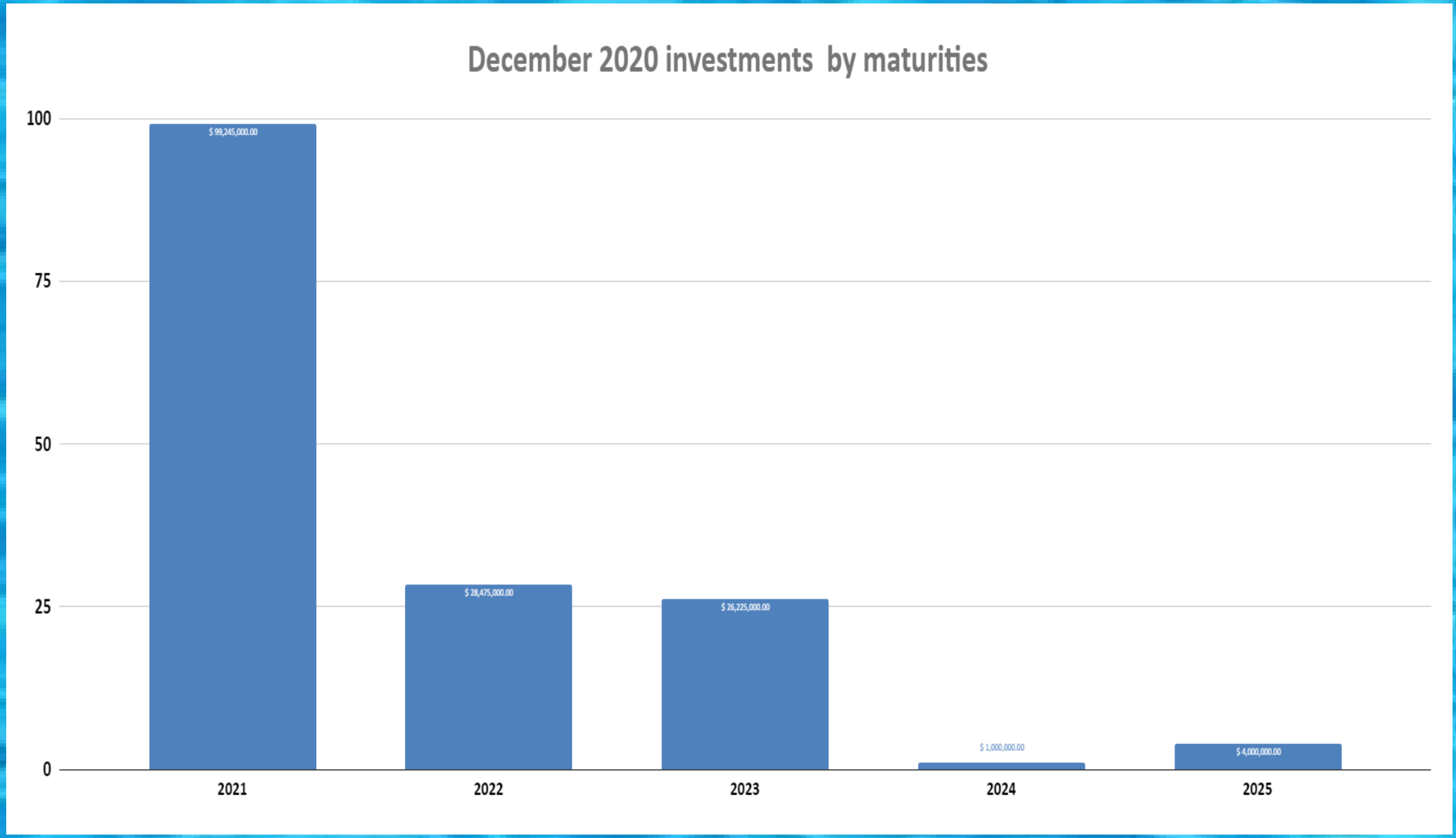
The goal is to invest 100% of available cash, because we know that during normal operations we should retain $3 million in the bank accounts. But when we look at the detail we see that the city's investments are down to 57% from 95% in April 2020 of idle available cash.

| City Treasurer's bank accounts | December | November 2020 | October 2020 |
|---|---|---|---|
| City's General Fund bank account | $117,182,375.43 | $ 89,004,747.00 | $ 91,903,240.36 |
| Successor Agency bank account | $1,797,087.00 | $ 1,944,962.44 | $ 4,526,848.55 |
| W/C (workers compensation) account | $258,916.48 | $ 2,686,708.71 | $ 205,354.33 |
| Parking Citations | $134,140.00 | $ 83,608.58 | $ 46,777.08 |
| TOTAL CASH IN BANK ACCOUNTS | $ 119,372,518.91 | $ 93,720,026.73 | $ 96,682,220.32 |

| ITEM | December | November 2020 | October 2020 |
|---|---|---|---|
| Cost of investments (book value) | $ 158,948,030.00 | $ 155,948,126.45 | $ 154,943,380.00 |
| Par or face value | $ 158,945,000.00 | $ 155,945,000.00 | $ 154,945,000.00 |
| Market value as estimated | $ 159,105,970.00 | $ 156,108,820.00 | $ 155,113,380.00 |
| Gain/Loss if forced to sell today | $ 157,940.00 | $ 160,693.55 | $ 170,000.00 |
| Total Earnings per period | $ 85,276.84 | $ 86,744.88 | $ 91,193.13 |
| Earned interest Yield this month | 0.64% | 0.68% | 0.70% |

After assuring enough cash in the banks to cover for the known and estimated disbursements
in operations, payroll and loans, the intent is to
invest the remaining cash

| EFFICIENCY RATING | | |
|---|---|---|
| | **December** | **November 2020** |
| Total cash all bank accounts | $119,372,518.91 | $ 93,720,026.73 |
| less: CDC | $1,797,087.00 | $ 1,944,962.44 |
| Net available to invest | $117,575,431.91 | $ 91,775,064.29 |
| amount invested at cost | $158,948,030.00 | $ 155,948,126.45 |
| total available cash to invest | $276,523,461.91 | $ 273,523,558.36 |
| percent invested = efficiency | **57%** | **57%** |


December 2020 investments by maturities
100
75
50
25
0
$ 99,245,000.00
$ 28,475,000.00
$ 26,225,000.00
$ 1,000,000.00
$ 4,000,000.00
2021
2022
2023
2024
2025

Do you have any questions?

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.2**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Alexander Hamilton, Interim Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

**SUBJECT:** Authorization to submit six (6) grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for $2,801,000 for the purpose of purchasing an Aerial Apparatus (Ladder Truck), gym equipment, and wellness training, Paramedic Certifications, medic monitors, Automated External Defibrillators (AED), Tactical Emergency Medical Services (TEMS) training and equipment, and handheld radios.

## RECOMMENDATION

That the City Council adopt a resolution:

1. That ratifies the submission of six (6) grant applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for $2,801,000, including a 10% local match, for the purpose of purchasing an aerial apparatus, gym equipment, wellness training, Paramedic Certifications, medic monitors, AEDs, TEMS training and equipment, and handheld radios;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2021-2022 for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/EP0IT2looTs

## BACKGROUND

The City of Oxnard and surrounding agencies are eligible to submit grant applications to FEMA for consideration of federal funds totaling $2,801,000. Fire Departments are eligible to apply for the FEMA Assistance to Firefighters Grants (AFG) to enhance their ability to protect the public and fire service personnel from fire and related hazards. Successful AFG applications are awarded funding on an annual basis. The grant funds, if awarded, will purchase an aerial apparatus, gym equipment, wellness training, the certification of five (5) paramedics, seven (7) medic monitors, twelve (12) Automated External Defibrillators (AED), Tactical Emergency Medical Services (TEMS) training and equipment, and handheld radios.
Six separate applications will be submitted. The first application is for an aerial apparatus, more commonly referred to as a fire truck. Oxnard Fire Truck 160 is a twenty (20) year old tractor drawn aerial apparatus equipped with aging tools and equipment. The City currently has (2) two fire trucks that were purchased in 2012; when one of these trucks requires maintenance or repairs Truck 160 is used as the replacement apparatus. Truck 160 is no longer a safe or reliable vehicle and requires replacement. The grant application is for $1,500,000 for the replacement apparatus and for tools and equipment that are required to place the truck in service. If awarded, the federal share is $1,363,636, with a matching requirement of $136,364.

The second application is for updating gym equipment to create a minimum workout standard at all fire stations that complies with International Association of Firefighters (IAFF) Wellness-Fitness Initiative. The application includes training for Fire personnel to be certified as Peer Fitness Trainers (PFT). The PFT program is a comprehensive, evidence-

based and relevant to the unique demands of the firefighter occupation. PFT curriculum is designed using the latest research on firefighter health and wellness, exercise science, and the prevention of injuries. The request is for $88,000 to update equipment at the eight (8) fire stations, and $25,000 for Fire personnel to receive PFT Certification. Staff participating in the Performance Wellness Initiative designed by certified PFTs will be eligible for partial cost recovery on the training hours. If awarded, the federal share is $102,727, with a matching requirement of $10,273.

The third application, if awarded, will allow the Department to send five (5) firefighters to school to receive Paramedic Certification. The Department currently has eleven (11) Paramedics on staff with three (3) completing Paramedic School in June 2021. Increasing the number of certified Paramedics at the firefighter rank will allow the Fire Department a greater ability to serve the community. Paramedic school is a nine (9) month commitment that includes 460 hours of in-class didactic instruction, 180 hours of a clinical lab in the hospital setting and 480 hours of lab spent in the field. The application for $585,000 requests funding for tuition, station coverage, travel expenses and all required materials. If awarded, the federal share is $531,818 with a matching requirement of $53,182.

The fourth application is a Regional application that will be submitted by Fillmore City Fire Department. This application will include a request for the City of Oxnard to receive seven (7) medic monitors and twelve (12) AEDs. The medic monitors are electrocardiography (EKG) monitors with defibrillators that are used by paramedics. The addition of seven (7) monitors will allow the Department to place a monitor on every frontline engine improving public safety with advanced lifesaving technology available for all responses. The AEDs will be placed on staff and auxiliary vehicles that currently are not equipped with defibrillators. If awarded, the federal share is $298,182 with a matching requirement of $29,818.

The fifth application is a Regional application that will be submitted by the City of Ventura. The application includes a $50,000 request for the City of Oxnard to train and equip Fire Department staff in TEMS. TEMS is a specialized training in which paramedics are trained to provide life-saving care in situations such as tactical police operations, active shooters, bombings, and natural disasters. The funding would pay for small equipment and training costs including overtime, backfill and travel expenses. If awarded, the federal share is $45,455 with a matching requirement of $4,545.

The final application is a Regional application submitted by Ventura County Fire Protection District for the purchase of handheld radios. The request for funds includes fifty (50) all-band, handheld radios for the City of Oxnard. The all-band feature increases the number of radio channels available and provides flexibility to choose frequencies. If awarded, the federal share is $204,545 with a matching requirement of $20,455.

If awarded, the grant period for AFG funding is May 1, 2021 to April 30, 2023. The grant solicitation was posted by FEMA on January 4, 2021 with an application deadline of February 12, 2021. A 10% financial match is required.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

**FINANCIAL IMPACT**

There is a matching funds requirement of 10% for each AFG grant, if awarded. Expenditures are anticipated to begin in Fiscal Year 2021-2022. The local match requirement will be requested in the Fiscal Year 2021-22 and Fiscal Year 2022-23 budgets (grant term ends April 30, 2023).

| Grant Description | Total Project Cost | City Local Match Requirement |
|---|---|---|
| Aerial Apparatus and Equipment | $1,500,000 | $136,364 |
| Gym Equipment and Wellness Training | $113,000 | $10,273 |
| Paramedic Certification | $585,000 | $53,182 |
| Monitors and AEDs | $328,000 | $29,818 |
| TEMS training and equipment | $50,000 | $4,545 |
| Handheld radios | $225,000 | $20,455 |

| | | |
|---|---|---|
| **Total** | $2,801,000 | $254,637 |

Staff with current Paramedic Certification are entitled to an 8% pay incentive per the International Association of Firefighters Local 1684 Memorandum of Understanding with the City of Oxnard and is included in the personnel budget as applicable. The estimated annual cost of the paramedic pay for five (5) Firefighters is $80,000. The fiscal year of impact will depend on the timing of the course certification.

## COMMITTEE OUTCOME

This item did not originate in Committee.

*Prepared by: Amy Van Atta, Management Analyst II*

## ATTACHMENTS

1. Resolution AFG 2020 Applications
2. AFG council presentation 2021

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT APPLICATION FOR TRAINING FUNDS

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council ratify the approval for submission of six applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant in the amount of $2,801,000, including a 10% local match, for the purpose of purchasing an aerial apparatus, gym equipment, wellness training, Paramedic Certifications, medic monitors, AEDs, TEMS training and equipment, and handheld radios.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2020-2021 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 16th day of February 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

# ASSISTANCE TO FIREFIGHTER (AFG) GRANT APPLICATIONS

Alexander Hamilton, Interim Fire Chief

CITY OF OXNARD CALIFORNIA

# AFG program is one part of a trio of grant opportunities



- AFG - Primarily for training, equipment and vehicles
  - Approx $360 million in funding each year
- Fire Prevention & Safety (FP&S)
  - Approx $35 million in funding each year
- Staffing for Adequate Fire Emergency Response (SAFER)
  - Approx $360 million in funding each year

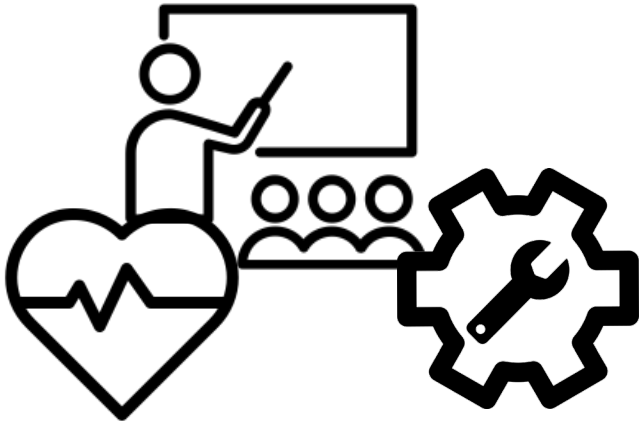
# NOTABLE PREVIOUS AFG AWARDS FOR OXNARD FD

- Hazardous Materials training – over $200K
- Behavioral Health grant – $227K
- Wildland training & equipment – $227K
- Ladder Truck, Light & Air Unit $1.5 millio
- Paramedic training – $291K




Total AFG awards since 2009 – $2,937,242

# AFG Grant Priorities & Match



- Training
- Equipment
- Wellness

- Regional Applications
  - Department can be a the lead on one regional proposal but participate in as many regional grants as there are Fire Departments

- 10% match for all awards

# Cost Match Calculations

## Use the Calculator Below to Determine the Local Cost Share for your Organization

| | |
|---|---|
| Total Project Cost: | $ 100,000.00 |
| Local Cost Share Percentage: | 15% |

*Example: For 15% enter .15 into the calculator, for 10% enter .10, for 5% enter .05*

| | |
|---|---|
| Federal Funding Assistance: | $ 86,956.52 |
| Local Cost Share: | $ 13,043.48 |

Information above can be found here:
https://www.fema.gov/sites/default/files/documents/fema_cost-share-calculator.pdf

# FY 2020 Grant Proposals for Oxnard FD



- Wellness Grant – $113,000 – Cost Share $10,27
  - Replace gym equipment that is 20 years old
  - Provide training for internal fitness instructo
- Paramedic Training Grant – $585,000 – Cost Share $53,182
  - Provide training for 5 personnel
  - Medic training takes at least 9 months



# FY 2020 Regional Grant Proposals

- Oxnard FD Regional Lead for a new Ladder Truck
  - $1.5 million for vehicle & eligible equipment- cost share $136,364
  - Allow Oxnard FD to remove a 20 yr old from service




- Ventura FD Regional Lead for Tactical EMS training & equipment
  - Oxnard would receive $50,00 cost share $4,545
  - Oxnard FD provides Oxnard PD tactical EMT's and Medics
  - This grant will allow us to train additional personnel

# FY 2020 Regional Grant Proposals

- Ventura County FD Lead for new handheld radios
  - Oxnard would receive $225,000 Cost share $20,455
  - Grant will allow Oxnard FD to purchase all band radios
  - Keep pace with technological advances in public safety communicatio
- Fillmore FD Lead for new Defibrillators
  - Oxnard would receive $328,000 Cost Share $29,818
  - Grant would place a medic monitor on every engine
  - Automatic External Defibrillators (AED) will be placed on staff & auxili vehicles
  - Older model defibrillators will be evaluated for use in city buildings

# SUMMARY

| Grant Description | Total Project Cost | City Local Match Requirement |
|---|---|---|
| Aerial Apparatus and Equipment | $1,500,000 | $136,364 |
| Gym Equipment and Wellness Training | $113,000 | $10,273 |
| Paramedic Certification | $585,000 | $53,182 |
| Monitors and AEDs | $328,000 | $29,818 |
| TEMS training and equipment | $50,000 | $4,545 |
| Handheld radios | $225,000 | $20,455 |
| **Total** | $2,801,000 | $254,637 |

# SUMMARY

## That the City Council adopt a resolution:

1. That ratifies the submission of six (6) grant applications to the Feder Emergency Management Agency (FEMA) Assistance to Firefighters (AFG) for $2,801,000 for the purpose of purchasing an aerial appara gym equipment, wellness training, Paramedic Certifications, medic monitors, AEDs, TEMS training and equipment, and handheld radios
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes Chief Financial Officer or designee to submit financi reports and grant claims, approve budget appropriations during FY-2 2021 for the use of grant funds and perform all other required financ actions; and
4. That authorizes the Fire Chief or designee to submit financial reports.

CITY OF OXNARD CALIFORNIA

# QUESTIONS?

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.3**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

**SUBJECT:** Agreement for Construction Management Services for the Oxnard Wastewater Treatment Plant Reliability Improvement Project PW 20-102. (0/5/5)

## RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8281 with Kennedy/Jenks Consultants, Inc. in the amount of $3,279,704 for construction management services for the OWTP Reliability Improvement Projects; and
2. Approve $327,970 for Project contingency for construction management services for the OWTP Reliability Improvement Projects.

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

## BACKGROUND

The City is nearing the completion of the design portion of the Oxnard Wastewater Treatment Plant (OWTP) Reliability Improvement Project (Project). The Project includes a structural rehabilitation of the plant headworks, additional odor control, replacement of the motor control center, digester rehabilitation, a new electrical building, standby generator replacement, a new maintenance building, improvements to the inter-stage pump station, process water pipeline replacement, security fencing & surveillance, and a new SCADA system. A project of this scale requires the full attention of an engineer and inspector; additionally some aspects require certified inspection such as welding and electrical. In order to optimize the construction management process the Public Works Department is engaging a firm with extensive construction management experience in the final stages of the design process that will provide a constructability review and assist with development of the bid documents.

## CIP Reference:

Project Nos. (**186613, 186623-186626, & 186628**) – OWTP Reliability Improvement Project - CIP 2020-2025 - Adopted June 16, 2020 – Pages 224, 236, 238, 247 and 257.

## DISCUSSION

The specific work for this project includes construction management services for the OWTP Reliability Improvement Project. The consultant is tasked with the following:

- Coordinate with the City's Project Manager on the Project at all times and be the point of contact for the

Contractors;

- Perform a design/constructability review on the plans and specifications;
- Develop the pre-construction meeting agenda and lead the meeting, notifying all parties prior to the meeting of the time and location of the meeting;
- Coordinate with the Contractor prior to mobilization and coordinate a pre-construction field meeting;
- Develop the weekly project progress meeting agendas and hold project progress meetings;
- Maintain all document management control logs of RFIs, Submittals, Potential Change Orders, etc. on a web based document management system;
- Develop digital copy of all project documentation at the end of each project and submit to the City's Project Manager;
- Submit and coordinate all Contractors' submittals with the Design Engineer for approval prior to construction;
- Coordinate with the City's Project Manager and Operations Representatives for Contractor site access, security, safety, storage and work area Control;
- Perform daily inspection of the entire construction process, ensuring conformance with plans and specifications full-time when the Contractor is on-site;
- Record all deficiency work and coordinate the corrective work with the Contractor if needed;
- Coordinate with City's Operations Representative prior to placing works into service, for acceptance by the City;
- Review all Contractor Change Order Requests against the plans and specifications for entitlement;
- Provide recommendation of acceptance;
- If entitlement has been recommended, review all Contractor Change Order Requests hereafter, for general accuracy, compliance with City's General Provisions specification and industry standards regarding format, pricing and overhead percentages;
- Develop Change Order for City approval and Contractor payment;
- Review and process the Contractor's pay requests;
- Review Contractors Project Schedule and provide recommendation for acceptance or revisions;
- Review As-Built / Record drawings as developed by the Contractor for accuracy and approve for submittal to design engineer; and
- Review and process operation & maintenance manuals and spare parts with Contractor and City staff.

The request for proposals (RFP) for the Project was published on October 1, 2020, and all proposals were due on November 5, 2020. The City received four (4) proposals, with all proposals deemed complete. The proposals were reviewed by three (3) staff members consisting of the City Engineer, Wastewater Division Manager and the Project Manager.

Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) was selected as the most qualified firm to provide construction management services for the OWTP Reliability Improvement Project. The selection was based upon the firm's extensive wastewater experience, including other projects with the City, understanding of the Wastewater Division needs, and dedicated local presence. Staff has confirmed that Kennedy Jenks meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

**STRATEGIC PRIORITIES**

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.
Objective 4a. Implement CIP plans.
Objective 4b. Catch up on deferred maintenance for City facilities.

**FINANCIAL IMPACT**

The cost for this agreement with Kennedy Jenks for construction management services is $3,279,704 plus a project contingency amount of $327,970 brings the total cost to $3,607,674 for this phase of the Project. The OWTP Reliability Improvement projects are being funded by the Clean Water State Revolving Fund Loan Wastewater Capital Fund (617). Currently, there is $22,000,816 in available appropriations to fund these projects.

| Project | Fund Number | Fund Name | Available Appropriations |
|---|---|---|---|
| 186613 - SCADA | 617 | WASTEWATER CIP | $4,500,000 |
| 186624 - Plant Motor Control Center Panel | 617 | WASTEWATER CIP | $2,500,000 |
| 186625 - Main Electrical Repl. | 617 | WASTEWATER CIP | $7,520,500 |
| 186626 - Site Piping Repl. | 617 | WASTEWATER CIP | $4,930,316 |
| 186628 - Storage Warehouse Bldg. | 617 | WASTEWATER CIP | $2,550,000 |
| | | **TOTAL AVAILABLE APPROPRIATIONS** | **$22,000,816** |

**COMMITTEE OUTCOME**

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. KJ Agreement A-8281
2. Presentation

**AGREEMENT FOR PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date: _____

(2) Consultant: Kennedy/Jenks Consultants, Inc.

(3) Services: Construction Management for Oxnard Wastewater Treatment Plant Capital Improvement Project

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: February 16, 2024

(6) Total Agreement Amount: $3,279,704

(7) City's Project Manager: Jorge Espinoza

(8) Consultant's Project Manager: Jeff Savard, P.E.

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

Attn: Jeff Savard, P.E.
2775 N. Ventura Rd. Ste. 100
Oxnard, CA 93036

*FOR CITY:*

Attn: Jorge Espinoza
305 W. Third St. 2nd Floor
Oxnard, CA 93030

(11) Contact Emails:

*CONSULTANT'S PROJECT MANAGER:*

jeffsavard@kennedy.jenks.com

*CITY'S PROJECT MANAGER:*

jorge.espinoza@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:

**X** Scope of Services Exhibit
**X** Rates and Costs Exhibit
**X** 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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

9. 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.

10. 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 Vendor 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.

11. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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. All Documents and Materials shall be considered Confidential Information and 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.

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

[Signatures on next page]

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**

**X** John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ DanielWillhite,PurchasingAgent
☐ _____,Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 2-1-21

**KENNEDY/JENKS CONSULTANTS, INC.**

Keith London, President/CEO [2] Date

Harold Glaser, COO 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; 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

This work program includes a series of tasks for Construction Phase Services related to the Oxnard Wastewater Plant Improvement Project. A 24 month duration is expected for the project's completion.

**Task 1 Program Management**

**Project Management**: The purpose of this task is to establish and maintain effective project management and communication throughout the project. The CM shall coordinate all work efforts of the Project Team including representatives from the City and shall facilitate regular Project progress meetings and provide regular updates on the Project status and budget. The CM shall become familiar with City processes, procedures and objectives to provide services and assistance as directed by City staff. The CM shall work under the direction of the City Project Manager, develop and maintain open lines of communications and cooperation between City staff, CM staff, and contractors.

**Project Kick-off Meeting**: At the commencement of the Project, the CM shall facilitate a "kick-off" meeting with the City to discuss the scope and parameters of the Project. The CM shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the Project Manager. Specific Project goals will be identified and a strategy to accomplish these goals will be developed during the kick-off meeting. The CM shall prepare and distribute meeting minutes within two (2) working days of the meeting.

**Progress Meetings**: The CM shall conduct monthly progress meetings with the City for the duration of the project. The CM shall prepare an agenda that will include topics such as safety, RFI, submittals, change order, schedule, and construction progress. The CM shall be responsible for preparing and distributing meeting minutes from each meeting. Meeting minutes shall be in a format acceptable to the City's Project Manager and shall be distributed within two (2) working days of the project meeting. Project progress meetings will be held at the Wastewater Treatment Plant. At least monthly, the CM will present a summary of the monthly progress reports and discuss outstanding or upcoming project issues with the City. The CM shall budget a minimum of five (5) hours per meeting to include preparation, attendance, minutes, and travel time.

**Monthly Invoicing**: The CM shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to **PWInvoices@Oxnard.org**.

**CM Plan**: The CM shall prepare a CM Plan utilizing the final conformed, contract documents that will include the following elements:

*Organization Chart*
*CM Project Team and description of duties and responsibilities*
*Safety compliance*
*Claims avoidance strategy*
*Special inspection requirements*
*Inspection procedures*
*List of all tests required for project*
*Materials testing location*
*Document management system*
*Field office location*
*Project close out process*

**CM Staffing**: The CM shall provide appropriate staffing to accommodate simultaneous construction of different CPs. Should separate contracts be issued for different CPs, the CM shall make themselves familiar with all contract documents and the possibility of contractor crossover.

**Task 2 – Construction Document Review**

The CM shall review each design package accordingly. As deliverable, the CM shall provide marked-up drawings, as well as a narrative describing design, constructability, and bidability issues for design packages

CP1, CP2, CP3, and CP6. For design packages CP7 and CP8 the CM shall provide marked-up drawings, as well as a narrative describing constructability, and bidability issues. The CM shall assign staff which possesses the professional knowledge, skills and expertise in all assigned projects to the specific discipline. The CM shall meet with the City and the Design Engineer to discuss each review. These tasks are described below.
**Design and Constructability Reviews**: The Construction documents shall be reviewed for clarity, conflicts, consistency and completeness with respect to design (where specified), bidding and construction purposes. CM shall provide comments listed by specification section and/or drawing sheet. The CM shall identify potential construction conflicts in relationship to City standards, permits, or other relevant requirements. The CM shall identify potential areas within the contract documents that may require clarification prior to bid, recognizing that there are potential benefits to the City to resolve cost or schedule issues prior to the acceptance of bids. The CM shall identify items that affect the control of the project, such as, but not limited to, long lead time items, conflicts in the specifications requirements and the drawings, allowable construction time, submittal requirements, milestones, and the pay request process.

The CM shall identify discrepancies within the contract documents and bring to the attention of the City but not to decide what information is correct. The decision to determine what information is correct is the prerogative of the designer and the City. The CM will not be responsible for design errors or omissions that are not noted in its review of the plans and specifications. Based upon these reviews and the staffs' construction expertise, the CM shall make recommendations relative to the projects constructability and document comments
**Construction Sequence and Staging**: In order to prevent delays during construction sequencing and staging of milestones and long lead time items is an important consideration for the project team. The CM shall provide input to the City and the Design Engineer to recommend the optimum sequence of construction, including preferred prime and subcontractor tasks. The CM shall deliver a proposed master construction schedule in MS Project that shows the key tasks and subtasks of each CP and any areas for optimization.

**Task 3 – Bidding Support Services**
**Contractor Prequalification**: The CM shall assist the City in developing a list of qualified Contractors and assess interest in the project.
**Bidding**: The CM shall participate in pre-bid meeting, job walk, and support the City and the Design Engineer in responding to bidder's questions. The CM shall budget 20 hours for bidding.
**Bid Review**: The CM shall review the bid documents and bid results, and provide a recommendation to the Project Manager as to the adequacy of the bid and compliance to City and industry standards. The CM shall budget 24 hours for Bid Review.
**Task 4 – Construction Administration**
The CM shall provide a Resident Engineer (RE) to provide construction administration and direct contractor activities whenever the contractor is working onsite. If the RE meets the certification requirements for the specialty inspectors, the RE may perform inspections, provided that the specialty inspections do not interfere with the primary resident engineering tasks. The RE shall be a registered Civil Engineer in California, and certified by the International Code Council (ICC) for any inspections they perform. For budgetary purposes, the CM shall assume that the RE shall be dedicated full time to this project for 52 weeks from Contractor being granted Notice to Proceed (NTP). The Construction Administration tasks are described below.
**Contract Administration**: The CM shall have the responsibility for the daily management of the construction project. The CM shall provide and coordinate construction management services of the following activities.
**Administration**: The CM shall administer construction contracts and provide technical Construction Management support to City staff to facilitate completion of projects.
**Contractor Communication**: CM shall provide effective written and oral communication to the contractor and other stakeholders in the administration of the contract. CM shall provide for timely, thorough, clear, effective and responsible communications to Requests for Information (RFI's), Requests for Change (RFC's), Requests for Proposal (RFP's), submittals, and other miscellaneous correspondence. CM shall receive, log, and tract requests for information. For budgeting purposes, the CM shall assume 140 requests. CM shall provide a technical review of RFI's to determine if the issue is addressed adequately. CM shall respond where the RFI can be addressed in the contract documents. If the contract documents are not clear, the CM shall forward RFI's to the

Design CM. RFI's responded by the designer shall be tracked for a timely response. CM shall develop a project directory of key consulting and contractor personnel working on the project.
**Quality Assurance**: CM shall manage the Contractor's Quality Assurance.
**Substitution Requests**: CM shall evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and taking into account the impacts to cost and schedule. Based upon the CMs evaluation of the request for substitutions, the CM shall inform the PM and Design Engineer of the substitution request and request an evaluation and decision of the merits of the substitution.
**Resource Loading**: CM shall monitor the contractor's resource loading and advise on corrective actions needed to maintain schedule.
**Submittal Review/Logging**: CM shall receive, respond, log, and track submittals. If the contract documents are not clear, the CM shall forward submittals to the Design CM. Submittals responded by the designer shall be tracked for a timely response. For budgeting purposes the CM shall assume 60 shop drawings as first submittals, 30 shop drawings as second submittals, and 15 shop drawings as third submittals.
**Project Meetings**: The CM shall conduct weekly job site construction meetings involving the project team and maintain action items, minutes of said meetings and compliance with the contract provisions. Maintain and distribute meeting minutes within two (2) working days.
**Safety and Security Monitoring:** Contractor is responsible for enforcing its safety program on its employees and subcontractors' employees. It is the CM's responsibility to monitor, enforce safety, and promote a safe overall environment for all workers and visitors to the project site. Safety shall comply with all Federal, State and locally accepted safety regulations and measures including.
**Safety**: The CM shall be responsible for providing all necessary personal protective equipment (PPE) including hard hats, vests, footwear, lights and other safety equipment for the CM Team. The CM shall prepare a safety plan for the CM team.
**Job Site Security Verification**: Routinely check job site security and measures taken to protect the public from hazards.
**Emergency Response Plan Review**: Review Contractor's emergency response plans. CM shall ensure that Contractor complies with State and Federal requirements but shall not be responsible for defining Contractor's safety programs. CM shall notify Contractor of potential unsafe working conditions.
**Environmental Monitoring**: The CM shall review and enforce requirements stipulated in permits issued by regulatory agencies and the environmental documents as shown or referenced in the contract documents.
**Controls and Scheduling**: CM shall provide comprehensive project scheduling and control expertise as follows:
**Baseline Schedule Review**: CM shall review and comment on contractor's baseline and project schedule critical path, and logic review. CM shall ensure that schedule meets all requirements of contract.
**Progress Schedule Review**: CM shall review and monitor contractor's schedule monthly to monitor project progress and detect early delays.
**Cost and Budget**: CM shall monitor project construction costs, budgets, schedule and maintain current workflow projections.
**Reporting**: CM shall prepare and distribute monthly construction reports. CM shall provide at a minimum:

*Daily inspection reports*
*Weekly job site meeting minutes*
*Monthly report overview*
*Project cost to date*
*Schedule updates*
*Recommendations to mitigate project delays*

**Progress Payment Review**: CM shall review and approve monthly contractor invoices, verify compliance to all terms and conditions of contract and make payment recommendations. The CM shall ensure that the contractor's request for payment does not represent more than the amount for work performed on a monthly basis.
**Contract Extensions**: CM shall review, analyze, and make recommendations on contractor time extensions/requests.
**Miscellaneous Coordination**: CM shall coordinate and monitor work to be performed by others.

**Project Notice Coordination**: CM shall receive and review project notices, and submit to the City with appropriate recommendations.
**Performance Evaluation**: CM shall provide quarterly Contractor performance evaluations during construction.
**Time Impact Analysis (TIA) Review**: CM shall monitor and log Contractor labor time, attendance, labor cost, minimize compliance risk and evaluate in coordination with potential change order claims. CM shall perform an analysis of contractor TIA as submitted by the contractor. The TIA shall be used in conjunction with a contractors request to determine if a time impact has occurred, and how to mitigate the potential impact.
**Monitor Time and Materials Work**: CM shall monitor contractor work performed on a time and materials (T&M) basis to ensure that the contractor labor charges are fair and appropriate, and that materials purchased are of quantity and quality necessary to the project, and documented on invoices.
**Cost Estimating:** The CM shall maintain a cost estimating system that conforms to industry accepted practices and provide the following:
**Contractor Proposals**: CM shall evaluate contractor cost reduction proposals in accordance with industry cost standards. CM shall provide detailed analysis of the contractor's proposal along with a recommended outcome to the Project Manager.
**Change Order Review**: The CM shall review proposed change orders. The CM shall provide a change order review standard that includes a detailed process, forms, and recommendations of actions to the PM. CM's change order review shall provide additional analysis of both cost and time concurrently. Time impact analysis shall not be deferred to a later time.
**Document Control**: The CM shall establish a document management system for the following:
**Filing**: The CM shall utilize a filing system. CM shall use a web based document management system as approved by the City. CM shall be responsible for the cost of the document management system and training.
**Claims**: The CM shall identify, analyze and prepare construction claims and disputes by assessing or validating entitlement and quantification of damages and promoting a successful resolution within 21 calendar days (assuming the Contractor is cooperative.) The CM shall provide associated cost estimates and time impact analysis concurrently for Claims Evaluation.
**Document Tracking**: All central receipts, control, storage, distribution, indexing and tracking of all documents.
**Document Managing**: All documents, incoming and outgoing, associated with the construction management activity of all assigned projects, including, but not limited to submittals, requests for information (RFIs), requests for clarifications (RFCs), pay requests, change orders (COs) and correspondence.
**As-Built Documents Administration**: Maintaining a current set of as- built drawings and specifications.
**Document Maintenance**: Maintaining all field documents, storing original documentation and furnishing to the City at project completion.
**Operations and Maintenance Manuals:** The CM shall receive final O&M equipment manuals from contractor and coordinate their review. Final O&M manuals shall be delivered to the Operations Manager.
**Change Order and Claims Management:** The CM shall implement a comprehensive claims management program to evaluate change order requests and recommend equitable disposition. The CM shall assume 25 potential change orders and Time Impact Analyses to evaluate for this project.
When agreement cannot be reached, the CM shall support the City's position and assist in formulating a claims defense and participate in resolution including:
**Document Managing**: Coordinate, assemble and review supporting documentation for change order processing and make final recommendations to City staff.
**Contractor Request Review**: Review requests of alleged cost increases and/or time impacts for merit concurrently.
**Change Order Review**: Thoroughly analyze the proposal and develop a negotiating position. When necessitated by variations between contractor price for change and the CM's fair cost estimate CM shall negotiate an equitable resolution with guidance from the City's Project Manager.
**Change Order Expediting**: After the equitable resolution is reached the CM shall expedite approval of the negotiated change order.

**Task 5 – Inspection**
The CM shall provide inspection services and monitoring of construction to ensure construction is in compliance with the project construction documents. The CM's resident engineer and inspection staff shall

verify construction compliance and QNQC with applicable permits, codes, construction documents and any environmental mitigation. CM shall verify contractors redline as-builts on a monthly basis. For budgetary purposes, the CM shall include the following inspector level of effort (Civil/Structural inspector (3000 hours), Mechanical inspector (3000 hours), and Electrical/Instrumentation inspector (3000)) of the 24 month project.

**Daily and Weekly Documentation:**

**Documentation of Construction Activities**: Provide documentation of construction activities, duration of activities, labor resources, and equipment allocation.

**Construction Reporting**: Provide daily construction activity reports, labor resources, on-site equipment, and work conditions.

**Non-Conformance Reporting**: Provide non-conformance reports.

**Photographic Records**: Provide weekly photographic/digital records of the project during construction.

**Civil Inspections:** The CM shall provide qualified inspectors for all improvements to inspect, monitor, and report on construction improvements. The Civil Inspector shall be a California-registered Civil Engineer and/or certified by the International Code Council (ICC). Civil inspections shall include

:

*Site grading*
*Site improvements*
*Pipeline installations*
*Pavement restoration*
*Striping restoration*
*Pipeline bedding and compaction*
*Coordination of soil sampling and testing*

**Structural Inspections:** The CM shall provide qualified structural inspectors to inspect, monitor, and report on structural elements. CM Inspectors shall be certified inspectors for the relevant discipline being inspected. Structural Inspectors shall be California-registered Structural Engineers or have certifications issued by ICC, ACI, or equivalent. Structural inspections shall include:

**Concrete**: Reinforced concrete structure and connections (above and below grade). ICC Reinforced Concrete Special Inspector 47 or equivalent required.

**Steel**: Structural steel and connections, reinforcing steel. ICC Structural Steel and Bolting Special Inspector-S1 or equivalent required.

**Masonry**: Block walls and buildings. ICC Structural Masonry Special Inspector-84 or equivalent is required.

**Foundations**: Chemical tank and building foundations. ICC Reinforced Concrete Special Inspector 47 or equivalent is required.

**Mechanical Inspections:** The CM shall provide California-registered Mechanical or Civil Engineer(s) and/or ICC Mechanical Inspector M2 or M3 or equivalent, to perform mechanical inspections as described below:

**Inspection, Monitoring, and Reporting**: Inspect, monitor and report on the installation of mechanical equipment including but not limited to components of the W3 system, chemical feed system, strainers, control valves, and other components of the wastewater treatment.

**Field Testing**: Witness field tests and startup procedures for each site.

**Electrical Inspections:** The CM shall provide registered Electrical Engineer(s) and/or ICC Electrical Inspector E2 or E3, or licensed Electrician, certified Electrical Tester, or equivalent, to perform electrical inspections as described below:

**Inspection, Monitoring, and Reporting**: Inspect, monitor and report on the installation of electrical equipment and systems including but not limited to site security system, backup power generator, chemical feed system, electrical components, MCC, flow meters, control valves, PLCs, instrumentation, control system, and other components of the wastewater treatment process.

**Field Testing**: Witness field tests and startup procedures for electrical equipment.

**Instrumentation Inspections:** The CM shall provide registered Electrical Engineer(s) and/or certified Electrical Tester, or equivalent qualified instrumentation inspectors to:

**Inspection, Monitoring, and Reporting**: Inspect, monitor and report on the instrumentation of equipment and systems.

**Field Testing**: Witness field tests and Operational Readiness Tests (ORT).

**Participation in Meetings**: Participate in startup meetings, planning and procedures.
**Loop Diagram Checking**: Perform or witness instrumentation loop checks and maintain as-built drawings for all loop drawings and Process and Instrumentation Diagrams (P&ID) Drawings.
**Field Installation Verification**: Verify loop diagrams against field installation.
**Instrument calibration**: Witness field calibration of instruments or review certified factory calibration documentation.
**Other Inspections:** The CM shall provide AWS Certified Welding Inspector(s) to perform monitoring and report when special equipment or materials are involved and as required by construction inspection procedures. CM shall budget $50,000 for specialty inspections, including welding inspections. These specialized areas may include:
**Welding inspection:** Perform visual weld examination of any weld joint configuration as requested by the City or as recommended by CM.
**Soil and Materials Testing:** The CM shall provide qualified and approved testing laboratories and California-registered Geotechnical Engineers and/or ICC-certified Soils Special Inspector-EC or equivalent staff to perform all necessary soils and materials testing required to verify the quality and proper placement. CM shall budget $200,000 for soils and materials testing laboratory, including concrete and masonry testing. The Soils and Materials Inspector shall be responsible for the following:
**Material Sampling**: Sample on-site and imported materials for compliance with the specifications for use as backfill materials
**Material Testing**: Perform maximum density tests and optimum moisture content tests on materials to be used as backfill. Examples of testing include: gradation, R-value, sand equivalence, etc.
**Conformance Testing**: Perform compaction tests for backfill. Separate testing shall be performed for the pavement zone, street zone, trench zone, pipe zone, bedding zone, and areas of over-excavation. Provide recommendations for compaction or density testing of rock backfill materials. Sand cone test method is required for soil compaction testing. Alternate compaction testing may be utilized; including but not limited to, nuclear gauge.
**Data Review**: Tabulate test data and review failing tests. Provide immediate notification of any failure to meet the requirements of the project contract documents.
**Reporting**: Upon prior authorization from the CIty, prepare a final report at the completion of construction certifying that geotechnical issues comply with the contract documents.
**Storm Water Pollution Prevention Plan Inspection:**
Review contractor's site-specific SWPPPs for compliance with applicable regulations.
Monitor contractor's activities regarding pollution prevention controls and activities for general compliance with the contractor's SWPPP Best Management Practice (BMP). The contractor is responsible for means and methods for complying with BMP's. The SWPPP inspector shall notify contractor and the City if the pollution prevention controls are in accordance with the SWPPP.
**Pressure Test and Disinfection Inspection**: The CM is responsible for coordinating the Contractor and the City to oversee the pressure test and disinfection (where applicable) of the distribution pipeline prior to connection to the W1, W2, or W3 system.

**Task 6 – Equipment and System Testing, Start-Up, and Training**
Start-up and operator training shall occur once construction is complete to return each piece of infrastructure into operation. The CM shall budget for start-up and Operator training under the Task 3 Construction Administration budget:
**Start-up Coordination**: The CM shall coordinate and oversee equipment start-up with City staff, project management, designers, contractors and the manufacturer's field service representatives. System testing shall be coordinated with City staff, contractors and the manufacturer's field service representatives.
**Start-up Monitoring/Plan and Schedule Review**: The CM shall coordinate and oversee and monitor the project start-up operations plan and schedule. The start-up plan and schedule shall be coordinated with the City, project management team, designers, vendors and contractors and shall define specific start-up milestones. The CM shall take the lead in resolving any problems which occur during the start-up period.
**Facilitate Operator Training**: The CM shall facilitate training of Operators by the Contractor using the Standard Operating Procedures developed by Design Engineer.

**Task 7 – Construction Closeout**

The CM shall manage the turnover of the assigned project to Operations, including contract closeout, management of warranty period activities and demobilization of CM staff including:

**Site Closeout:** The CM shall budget under the Task 3 Construction Administration budget to close out construction and oversee demobilization at each site. Site Closeout tasks shall include:

**Site Final Walk-Through**: Coordinate and conduct a site final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion.

**Site Punch List**: Develop site punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.

**Site Record Drawing Preparation**: Verify and deliver contractor as-built marked up drawings for record drawing preparation within 14 calendar days of site substantial completion.

**Site Permitting**: Monitor permit and agency sign-offs within 14 calendar days of substantial completion.

**Site Final Reporting**: Prepare site summary report in accordance with the City within 7 days of final completion.

**Site Documentation Turnover**: Turnover site project files, contract, correspondence, and documentation within 14 calendar days of final completion.

**Site Warranty Coordination**: The CM shall prepare a list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.

**Site Demobilization**: Demobilize the CM staff and facilities in accordance with agreed upon plan.

**Construction Contract Close Out:** The CM shall oversee the contract closeout process and assist in resolving O&M service disputes. The CM shall budget under the Task 3 budget for Construction Contract Close Out. The closeout shall entail sign offs by responsible parties and include:

**Project-wide Final Walk-Through**: Coordinate and conduct a final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion.

**Project-wide Punch List**: Develop punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.

**Project-wide Record Drawing Review and Corrections**: Review record drawings prepared by the Design Engineer or contractor as-built marked up drawings delivered for each site for correctness and consistency within 14 calendar days of substantial completion.

**Final Payment/Close-Out Change Order Review**: Review final payment and close out change orders within 7 days of substantial completion.

**Permitting**: Confirm that all permits are in place within 14 calendar days of substantial completion.

**Final Reporting**: Prepare final summary report in accordance with the City within 7 days of final completion.

**Documentation Turnover**: Turnover project files, contract, correspondence, and documentation within 14 calendar days of final completion.

**Project Warranty Coordination**: The CM shall review and updated as needed the list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.

**Final Demobilization**: Demobilize the CM staff and facilities in accordance with agreed upon plan.

# RATES AND COSTS EXHIBIT

Cost Proposal

Kennedy/Jenks Consultants

CLIENT Name: City of Oxnard

PROJECT Description: [illegible]

Proposal/Job Number: [illegible] Date: 12/18/20

| 2020 CM Rates | Nan Sinot Quality Assurance Mgr | Bill Yates CM | John Bergen Sr Construct Review | Joe Westervelt Risk Management | Ron Esmilla Sequencing/MOPO | Brad Sorenson Resident Engineer | Todd Tappan Civil/Structural Inspect | Daniela Darley Mech Inspector | Janet Hoffmann Cost Estimating | Gaby Lara Project Admin | Total Hours | KJ Total Labor Fees | KJ Labor Escalation (3%) Fees | MKN Technical Reviewer 180 | MKN Technical Advisor Fee | MKN Inspector 184 | MKN Elec/I&C Inspector Fee | MKN Mechanical Testing 199 | NV5 Material Testing Fee | Eliant Copy & Scheduling 150 | Clear Controls Scheduling Fee | KJ Web-Hosting | KJ ODCs Fees | KJ ODCs Markup 0% | Total Labor Escalation and Expenses | Total Labor + Expenses Fees |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Classification | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hourly Rate | $240 | $215 | $240 | $240 | $230 | $205 | $185 | $185 | $175 | $85 | Hours | Fees | Fees | 180 | Fee | 184 | Fee | 199 | Fee | 150 | Fee | | | 0% | | Fees |
| Task 1 - Program Management | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subtask 1.1 Project Management | | 40 | | | | | | | | 20 | 60 | $18,300 | $ 560 | | $ - | | $ - | | $ - | | $ - | $ 500 | | | $ 1,060 | $ 19,360 |
| Subtask 1.2 Project Kick-off Meeting | | 8 | | | | | | | | 4 | 12 | $3,040 | $ 62 | 4 | $ 760 | | $ - | | $ - | | $ - | $ 30 | | | $ 852 | $ 3,892 |
| Subtask 1.3 Progress Meetings | | 200 | | | | | | | | 80 | 280 | $69,200 | $ 1,535 | 20 | $ 3,600 | | $ - | | $ - | | $ - | $ 390 | | | $ 5,525 | $ 74,725 |
| Subtask 1.4 Monthly Invoicing | | 96 | | | | | | | | | 96 | $23,040 | $ 619 | | $ - | | $ - | | $ - | | $ - | $ - | | | $ 619 | $ 23,659 |
| Subtask 1.5 CP Plan | 2 | 40 | | | | | | | | | 42 | $9,980 | $ 272 | | $ - | | $ - | | $ - | | $ - | $ - | | | $ 272 | $ 10,252 |
| Subtask 1.6 DP Setting | 8 | 96 | | | | | | | | | 104 | $25,360 | $ 677 | | $ - | | $ - | | $ - | | $ - | $ - | | | $ 677 | $ 26,037 |
| Task 1 - Subtotal | 10 | 480 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 104 | 594 | $148,120 | $3,725 | 24 | $4,360 | 0 | $0 | 0 | $0 | 0 | $0 | $920 | $0 | 0% | $9,013 | $157,133 |
| Task 2 - Constructability Document Review | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subtask 2.1 Design and Constructability Reviews | | 40 | 40 | 10 | 8 | 40 | | | | | 144 | $33,640 | $ 962 | 40 | $ 7,600 | | $ - | | $ - | | $ - | $ 280 | $ 860 | | $ 9,442 | $ 43,522 |
| Subtask 2.2 Construction Sequencing and Staging | | 32 | 8 | | 40 | | | | | | 80 | $17,920 | $ 437 | | $ - | | $ - | | $ - | | $ - | $ - | | | $ 437 | $ 18,357 |
| Task 2 - Subtotal | 0 | 72 | 48 | 10 | 48 | 40 | 0 | 0 | 0 | 0 | 224 | $51,560 | $1,399 | 40 | $7,600 | 0 | $0 | 0 | $0 | 0 | $0 | $280 | $860 | 0% | $9,879 | $61,879 |
| Hidden Line - Line grouping | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 3 - Bidding Support Services | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subtask 3.1 Prepare Bid Documents | | 16 | | | | 8 | | | | | 24 | $5,360 | $ 152 | 4 | $ 760 | | $ - | | $ - | | $ - | $ - | $ 180 | | $ 1,450 | $ 6,810 |
| Subtask 3.2 Bidding | | 20 | | | | | | | | | 20 | $4,300 | $ 129 | | $ - | | $ - | | $ - | | $ - | $ - | | | $ 129 | $ 4,429 |
| Subtask 3.3 Bid Review | | 24 | | | | | | | | | 24 | $5,160 | $ 155 | 4 | $ 760 | | $ - | | $ - | | $ - | $ - | | | $ 953 | $ 6,113 |
| Task 3 - Subtotal | 0 | 60 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 68 | $14,820 | $436 | 8 | $1,520 | 0 | $0 | 0 | $0 | 0 | $0 | $0 | $180 | 0% | $2,532 | $17,352 |
| Task 4 - Construction Administration | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subtask 4.1 A Contract Administration | 8 | 160 | | | | 200 | | | | 40 | 408 | $98,080 | $ 15,068 | 40 | $ 7,600 | | $ - | | $ - | | $ - | $ 300 | $ 360 | $ 30,000 | $ 45,048 | $ 545,308 |
| Subtask 4.1 B Safety and Security Monitoring | | 8 | | | | 80 | | | | 24 | 224 | $51,400 | $ 642 | | $ - | | $ - | | $ - | | $ - | $ - | | | $ 642 | $ 22,042 |
| Subtask 4.1 C Environmental Monitoring | | 8 | | | | 80 | | | | 24 | 224 | $51,400 | $ 642 | | $ - | | $ - | | $ - | | $ - | $ - | | | $ 642 | $ 22,042 |
| Subtask 4.1 D Cost and Scheduling | | 40 | | | | 240 | | | | 80 | 360 | $84,800 | $ 1,579 | | $ - | | $ - | | $ - | | $ - | $ 300 | $ 30,000 | $ 1,550 | $ 31,879 | $ 85,719 |
| Subtask 4.1 E Cost Estimating | | 40 | | | | 240 | | | | 36 | 316 | $69,440 | $ 1,894 | | $ - | | $ - | | $ - | | $ - | $ - | | | $ 1,894 | $ 65,034 |
| Subtask 4.1 F Document Control | | 24 | | | | 480 | | | | 408 | 912 | $187,920 | $ 6,616 | | $ - | | $ - | | $ - | | $ - | $ - | | $ 40,000 | $ 46,616 | $ 240,816 |
| Subtask 4.1 G Operations and Maintenance Manuals | | 24 | | | | 40 | | | | 8 | 72 | $15,000 | $ 450 | | $ - | | $ - | | $ - | | $ - | $ - | | | $ 450 | $ 15,450 |
| Subtask 4.1 H Change Order and Claims Management | 8 | 40 | | | | 160 | | | | 28 | 236 | $48,880 | $ 1,468 | 24 | $ 4,560 | | $ - | | $ - | | $ - | $ 240 | $ 3,000 | $ 200 | $ 9,468 | $ 58,956 |
| Task 4 - Subtotal | 8 | 352 | 0 | 0 | 0 | 1440 | 0 | 0 | 0 | 648 | 4496 | $1,046,880 | $27,359 | 64 | $12,160 | 0 | $0 | 0 | $0 | 0 | $0 | 824 | $32,360 | $40,000 | $172,703 | $1,055,367 |
| Task 5 - Inspection | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subtask 5.1 Safety and Security Inspection | | | | | | | | | | | 0 | $0 | $ - | | $ - | | $ - | | $ - | | $ - | $ - | $ - | $ 48,000 | $ 48,000 | $ 48,000 |
| Subtask 5.2 Civil Inspection | | | | | | | 1000 | | | | 1000 | $240,000 | $ 6,526 | | $ - | | $ - | | $ - | | $ - | $ - | $ - | | $ 6,526 | $ 246,526 |
| Subtask 5.3 Structural Inspection | | | | | | | 1000 | | | | 1000 | $240,000 | $ 6,526 | | $ - | | $ - | | $ - | | $ - | $ - | $ - | | $ 6,526 | $ 246,526 |
| Subtask 5.4 Mechanical Inspection | | | | | | | | 2000 | | | 2000 | $420,000 | $ 13,454 | | $ - | | $ - | | $ - | | $ - | $ - | $ - | | $ 13,454 | $ 433,454 |
| Subtask 5.5 Electrical Inspection | | | | | | | | | | | 0 | $0 | $ - | | $ - | 1000 | $ 231,000 | | $ - | | $ - | $ - | $ 11,550 | | $ 242,550 | $ 242,550 |
| Subtask 5.6 Instrumentation Inspection | | | | | | | | | | | 0 | $0 | $ - | | $ - | 1000 | $ 231,000 | | $ - | | $ - | $ - | $ 11,550 | | $ 242,550 | $ 242,550 |
| Subtask 5.7 Welding/Other Inspections | | | | | | | | 500 | | | 500 | $120,000 | $ 1,898 | | $ - | | $ - | | $ 85,000 | | $ 180,000 | $ - | $ 2,000 | $ 70,000 | $ 158,898 | $ 120,898 |
| Subtask 5.8 Structural Material Testing | | | | | | | | | | | 0 | $0 | $ - | | $ - | | $ - | | $ 180,000 | | $ - | $ - | $ 8,000 | $ 40,000 | $ 207,898 | $ 207,898 |
| Subtask 5.9 SWPPP Inspection | | | | | | | 500 | | | | 500 | $120,000 | $ 1,898 | | $ - | | $ - | | $ - | | $ - | $ - | $ - | | $ 1,898 | $ 68,598 |
| Subtask 5.10 Pressure Test and Disinfection Inspection | | | | | | | | 500 | | | 500 | $120,000 | $ 1,898 | | $ - | | $ - | | $ - | | $ - | $ - | $ - | | $ 1,898 | $ 68,598 |
| Task 5 - Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 3000 | 3000 | 0 | 0 | 6000 | $1,440,000 | $ 33,200 | 0 | $ - | 2000 | $462,000 | 0 | $265,000 | 0 | $180,000 | $ - | $ 33,100 | $ 158,000 | $ 931,300 | $ 5,936,400 |
| Hidden Line - Line grouping | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 6 - Environmental Permitting | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subtask 6.1 Storm Water Permitting | | 36 | | | | 36 | | | | | 72 | $15,840 | $ 562 | 12 | $ 2,280 | | $ - | | $ - | | $ - | $ - | $ 360 | | $ 3,202 | $ 19,042 |
| Subtask 6.2 Storm Water Monitoring Plan and Schedule Review | | 24 | | | | 56 | | | | | 80 | $17,600 | $ 562 | 12 | $ 2,280 | | $ - | | $ - | | $ - | $ - | $ 360 | | $ 3,202 | $ 20,802 |

Cost Proposal

Kennedy/Jenks Consultants

CLIENT Name: City of Oxnard

PROJECT Description: Solicitation # PW-20-102, WWTP Improvement CM

Proposal/Job Number: B10440016/0038 Date: 12/18/20

| 2020 CM Rates | Kim Stout Quality Assurance Mgr | Bill Yates CM | John Bergen Sr Constnct Review | Jon Westervelt Risk Management | Ron Esmilla Sequencing/MOPO | Brad Sorenson Resident Engineer | Todd Tappan Chief/Asst Inspect | Dennis Derley Mech Inspector | Janet Hoffman Cost Estimating | Gaby Lara Project Admin | Total | KJ Total Labor | KJ Labor Escalation (3%) | MKN Technical Advisor | MKN Technical Advisor | MKN Elect/I&C Inspector | MKN Elect/I&C Inspector | NV5 Material Testing | NV5 Material Testing | Clear Controls Scheduling | Clear Controls Scheduling | KJ Sub-Markup | KJ ODCs | KJ ODCs Markup | Total Labor Escalation and Expenses | Total Labor + Expenses |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Classification: | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hourly Rate: | $240 | $215 | $240 | $240 | $230 | $205 | $180 | $185 | $175 | $85 | Hours | Fees | Fees | $ 190 | Fee | $ 184 | Fee | $ 110 | Fee | $ 150 | Fee | 5% | Fees | 5% | | Fees |
| Subtask 6.3 Operator Training Facilitator | | 16 | | | | | | | | | 16 | $3,440 | $ 103 | 40 | $ 7,600 | | $ - | | $ - | | $ - | $ 380 | | | $ 6,083 | $ 11,522 |
| Task 6 - Subtotal | 0 | 64 | 0 | 0 | 0 | 48 | 0 | 0 | 0 | 0 | 112 | $23,800 | $ 708 | 120 | $ 22,800 | 0 | $ - | 0 | $ - | 0 | $ - | $ 1,140 | $ 500 | $ - | $ 25,148 | $ 48,748 |
| Task 7 - Construction Closeout | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subtask 7.1 Site Closeout | 8 | 16 | | | | 40 | | | | | 64 | $13,560 | $ 407 | | $ - | | $ - | | $ - | | $ - | $ - | | | $ 407 | $ 13,967 |
| Subtask 7.2 Construction Contract Closeout | 8 | 24 | | | | 40 | | | | 16 | 88 | $16,640 | $ 499 | 4 | $ 760 | | $ - | | $ - | | $ - | $ 38 | $ 500 | | $ 1,797 | $ 18,437 |
| Task 7 - Subtotal | 16 | 40 | 0 | 0 | 0 | 80 | 0 | 0 | 0 | 16 | 152 | $30,200 | $ 906 | 4 | $ 760 | 0 | $ - | 0 | $ - | 0 | $ - | $ 38 | $ 500 | $ - | $ 2,204 | $ 32,404 |
| | | | | | | | | | | | 0 | | | | $ - | | $ - | | $ - | | $ - | | | | | |
| BASE SCOPE: All Tasks Total | 43 | 1600 | 63 | 16 | 48 | 4176 | 3000 | 3000 | 48 | 304 | 11730 | $2,281,120 | $ 67,834 | 360 | $ 49,400 | 3000 | $ 402,000 | 1730 | $ 300,000 | 224 | $ 33,600 | $ 37,264 | $ 100,600 | $ - | $ 1,018,584 | $ 3,279,704 |

# INSURANCE EXHIBIT

## 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.

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

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

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| **CITY OF OXNARD**<br>**Attn: Insurance Compliance**<br>**Reference No._____**<br>**P.O. Box 100085 – OX**<br>**Duluth, GA 30096**<br>**Via Email: cityofoxnard@ebix.com**<br>**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.~~<br><br>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 _____

Rev. 1/21 INS-A.doc

# AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE OXNARD WASTEWATER TREATMENT PLANT RELIABILITY IMPROVEMENT PROJECT PW 20-102

City Council - February 16, 2021

Tatiana Arnaout, PE, City Engineer

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8281 with Kennedy/Jenks Consultants, Inc. in the amount of $3,279,704 for construction management services for the OWTP Reliability Improvement Project; and

2. Approve $327,970 for Project contingency for construction management services for the OWTP Reliability Improvement Project.

Project components:

- Structural rehabilitation of the plant headworks
- Additional odor control
- Replacement of the motor control center
- Digester rehabilitation
- New electrical building





Project components:

- Standby generator replacement
- New maintenance building
- Improvements to the inter-stage pump station
- Process water pipeline replacement
- Security fencing & surveillance
- New SCADA system.



# DISCUSSION

- Constructability review
  - Sequence of Work
  - Prevent Change orders
- Bid phase services
  - Assist with bid review
- Contractor coordination
  - Scheduling
  - Progress meetings
  - Request for information
  - Document control



- Inspection
  - Daily inspection
  - Special inspection
    - Welding
    - Structural
    - Geotechnical
- Budget Management
  - Review invoices
- Project Closure
  - As-built accuracy and review
  - O&M manual transfer
  - Spare parts checklist



OWTP Reliability Improvement Project – Construction Management Services

- October 1, 2020: Request for proposal (RFP) was published with proposals due November 5, 2020
- 4 proposals were received and evaluated
- Proposals were reviewed by three (3) staff members: City Engineer, Wastewater Division Manager and Project Manager
- Kennedy Jenks was selected as the most qualified firm to provide construction management services for the OWTP Reliability Improvement Project

# FINANCIAL IMPACT



- Cost for agreement with Kennedy Jenks for construction management services is $3,279,704
- Plus a contingency amount of $327,970 brings total cost of $3,607,674 for this phase of the projects
- OWTP Reliability Improvement projects are funded by the Wastewater Capital fund (617) and there are sufficient appropriations

| AGREEMENT A-8281 | |
|---|---|
| Kennedy Jenks | $3,279,704 |
| Contingency (10%) | $327,970 |
| **Total Cost:** | **$3,607,674** |

CITY OF OXNARD CALIFORNIA

# QUESTIONS

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.4**

**DATE:** February 16, 2021

**TO:** City Council

**FROM:** Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

**SUBJECT:** Adoption of the Parks and Recreation Master Plan. (0/10/10)

**RECOMMENDATION**

That the City Council approve a resolution adopting the Parks and Recreation Master Plan (Master Plan).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/GAW519jDJsc

**BACKGROUND**

In 2017, the City Council prioritized the completion of a Parks and Recreation Master Plan. The Master Plan is a planning document that guides decision-making for the future development and management of parks, recreation facilities, beaches and open space within the City of Oxnard (City). The master plan sets goals, objectives, and standards for the City. It identifies potential enhancements at the City's facilities, focusing on recommendations to enhance park and recreation opportunities for residents. These potential upgrades and/or enhancement projects could gradually be implemented to improve the public park system. Not all of these projects can or should be implemented over the coming years; however, the Master Plan includes criteria that can help the City identify projects to be included within the annual Capital Improvement Program (CIP). The Master Plan is consistent with the Parks and Recreation Element of the City's General Plan.

The Master Plan is a long-range planning tool to determine service gaps, analyze growth trends and identify opportunities for improvements in the City's Parks and Recreation systems. It is a visionary document that sets the values and goals for current and future parks and facilities. Completing the Master Plan process created an opportunity for the public to weigh in on the future of parks, recreation and community services. Hence, the Master Plan is a practical guide grounded in the diverse interests and needs of the local community. It is important to clarify that the master plan is not an operations model or financial budget for parks and recreation. It is not a method to approve capital expenditures or greenlight specific programs, and it is not a detailed design proposal for a specific neighborhood, park, or facility.

During the past 24 months, City staff, community members, and the consultant team (project team) worked on the Master Plan which includes research of the history, ecology, and economics of Oxnard. The process utilized broad public outreach from Oxnard's diverse community to develop the vision, goals, and objectives. The robust community outreach provided opportunities for engagement which included community workshops, city-wide workshops-in-a-box (also called "sidewalk workshops"; using focused engagement at non-typical

community locations to gather feedback on community needs from those residents unable to attend the larger community meetings), an online survey and mailed surveys. The Master Plan identifies opportunities for preserving Oxnard's assets while directing the future creation of new opportunities to meet the needs of the community. The plan will provide the community with a road map for enhancing the City's park system through best management practices, considering funding options, and acting on programmatic trends that support creative use of parks and responsive urban design. This approach ensures balanced and equitable parks and recreation services for the coming years. The Master Plan is a comprehensive assessment of the City's current challenges and opportunities regarding parks and recreation programs.

The Parks and Recreation Master Plan will be the first time such a collaborative plan that links Parks and Recreation has been created in the City. The City will have a solid foundation to build on and is well-positioned to prioritize its services, as it seizes the opportunities set forth in this plan and carries out its vision to create community through people, parks, partnerships, and programs. The Master Plan sets the strategic direction for the future and will guide the City's parks and recreation planning and operational focus for the coming years.

## DISCUSSION

The Master Plan was presented to the Community Services Committee on January 12, 2021 for changes, additions, or considerations. The Master Plan is now ready for adoption by the City Council.

The Master Plan process involved gathering information from a variety of sources to create a shared vision, goals, strategies, and an action plan. These goals, and the community-led process that created them, follows

**The Master Plan Vision and Goals**

The community provided valuable input into the process to help shape and focus the effort and to develop a guiding vision and goals for Oxnard. The contents of the Master Plan is as follows:

- **Existing Conditions** - The purpose of evaluating Oxnard's existing conditions was to create a baseline that the project team could compare with what was heard from the community. This allows for a more complete understanding of the condition of Oxnard's parks and the distribution of recreation services throughout the City. From this research, a series of spatial analysis maps were created to illustrate which populations are below the standard for park resources.

- **Goal 1: Improve Maintenance & Operations** - This chapter focuses on how the City of Oxnard can improve park maintenance by raising additional funds and reducing maintenance load.

- **Goal 2: Diversify Amenities & Facilitie**s - This chapter focuses on strategies for equity within recreational programming and facilities. It also evaluates how Oxnard can better design its park spaces and beaches to be active and efficient.

- **Goal 3: Create Safe & Active Parks** - This chapter focuses on strategies to make Oxnard's parks safer and more active. It identifies specific design strategies and includes programming recommendations to transform each park into a destination for both residents and visitors.

- **Goal 4: Connect City with Natural Resources** - This chapter focuses on how the City of Oxnard can utilize connections to more effectively link its natural resources to the urban fabric and capitalize on its geographic assets. Think of it as bringing in aspects of natural resources to Oxnard and connecting residents to the local natural resources available to them.

- **Oxnard's Action Plan** - This chapter outlines an Action Plan that prioritizes strategies and identifies potential priority projects that are coordinated with the City's existing CIP. The project team divided the recommendations into three categories: those that require time, those that require funds, and those that require both. Paramount to the success of Oxnard's parks are projects and actions that will result in increased funds or increased efficiencies. It is recommended that the City prioritize these in order to unlock capital for future improvements.

**Master Plan Meetings and Community Engagement**

Creating a shared vision for Oxnard's diverse population meant creating a multi-pronged community outreach plan. To ensure the project team received the most feedback from the broadest cross-section of the City, it solicited input through community meetings, mailed and online surveys, and interviews with community stakeholders. The project team collected as much information as possible during this phase to create a complete understanding of Oxnard's current level of service for park and recreational community needs.

The Master Plan process included numerous community and staff meetings. Staff involvement included the City Manager's Office, Finance, Cultural and Community Services, Development Services, Public Works, Community and Economic Development, Police, and Fire Departments. Throughout the process, City staff has presented various reports to the Parks, Recreation, and Community Services Commission to collect input. An Advisory Committee composed of twenty-five stakeholder groups, and two (2) representatives from the Parks, Recreation, and Community Services Commission, was established to help with the planning process. Public and staff participation extended throughout the entire process and included qualitative and quantitative research involving internal and external stakeholders. Over the course of the engagement, public participation has been a key component by including the following 34 public meetings and events:

| **Public Meetings and Engagement** | **Date** | **Attendees** |
|---|---|---|
| Parks, Recreation and Community Services Commission | June 13, 2018 | N/A |
| Focus Group: Natural and Agricultural Resources | September 27, 2018 | 12 groups in attendance |
| Focus Group: Program Providers | September 27, 2018 | 4 groups in attendance |
| Focus Group: The Role of Parks in Our Community | September 27, 2018 | 12 groups in attendance |
| Focus Group: Schools and Youth | September 28, 2018 | 9 groups in attendance |
| Focus Group: Serving a Diverse Community | September 28, 2018 | 11 groups in attendance |
| Focus Group: Special Interest (Sports and Biking) | September 28, 2018 | 8 groups in attendance |

| | | |
|---|---|---|
| Parks, Recreation and Community Services Commission | October 24, 2018 | N/A |
| Advisory Committee | November 27, 2018 | 29 members |
| Random Mailed Surveys | October - November 2018 | 1800 mailed in English and Spanish, 164 received |
| Public Workshop: South Oxnard Center | January 9, 2019 | 120 residents |
| Public Workshop: Oxnard Performing Arts Center | January 10, 2019 | 80 residents |
| Parks, Recreation and Community Services Commission | January 23, 2019 | N/A |
| Advisory Committee | January 24, 2019 | 29 members |
| Surveys gathered at First Community Workshops | January 9-10, 2019 | 113 surveys |
| Online Surveys | January 2019 - May 2019 | 305 surveys |
| Advisory Committee | February 20, 2019 | 29 members |
| Workshop-in-a-box at Dr. Manuel M. Lopez Academy of Arts and Sciences | March, 2019 | 20 residents |
| Workshop-in-a-box at Cesar Chavez School | March, 2019 | 21 residents |
| Workshop-in-a-box at Driffill Elementary School | March, 2019 | 14 residents |
| Workshop-in-a-box at Oxnard College | March, 2019 | 24 residents |
| Workshop-in-a-box at City of Oxnard Senior Services | March, 2019 | 12 residents |
| Workshop-in-a-box at the Oxnard Tennis Center | March, 2019 | 10 residents |
| Workshop-in-a-box at Dr. Manuel M. Lopez Academy of Arts and Sciences (*Día de los* | April, 2019 | 15 residents |

| | | |
|---|---|---|
| *Niños* event ) | | |
| Workshop-in-a-box with MICOP (Mixteco/Indigena Community Organizing Project) in Mixteco and Spanish | March, 2019 | 50 residents |
| Advisory Committee | March 28, 2019 | 29 members |
| Public Workshop: Oxnard Performing Arts Center | April 24, 2019 | 30 residents |
| Public Workshop: South Oxnard Center | April 25, 2019 | 23 residents |
| Advisory Committee | May 1, 2019 | 29 members |
| Advisory Committee | June 20, 2019 | 29 members |
| Parks, Recreation and Community Services Commission | July 24, 2019 | N/A |
| Parks, Recreation and Community Services Commission | October 23, 2019 | N/A |
| Parks, Recreation and Community Services Commission | November 4, 2020 | N/A |
| Parks, Recreation and Community Services Commission | December 9, 2020 | N/A |

The planning process integrated focus group meetings that provided the opportunity for in-depth discussion with community members on various topics, ensuring voices and perspectives were heard, considered, and integrated into the final plan. The focus group process engaged representatives from local stakeholder groups, in six (6) different categories: Natural Resources, Program Providers, the Role of Parks in our Community, Serving a Diverse Community, Schools and Youth, and Special Interest Groups.

The outreach planning integrated two inclusive community workshops to better understand public values and community needs. The first round of community workshops were held in January of 2019 and engaged approximately 200 residents. A second round of community workshops on April 24th and 25th identified community parks and recreation priorities to be refined into action strategies. In order to engage residents who were not able to attend the community workshops, “workshop-in-a-box” materials were developed to be used by stakeholder groups with their constituents. City staff also used the workshop-in-a-box to gather input from residents at sidewalk surveys in front of schools and conducted throughout the City. A total of 166 workshop-in-a-box surveys were gathered, and an additional 65 residents were engaged at the Día de los Niños event and with MICOP.

**Conclusion**

The Master Plan offers recommendations for City parks and recreation, including public neighborhood and community parks, honing lessons from Oxnard's history of park planning and applying new findings from the community engagement process.

The project team's research and community engagement revealed several key findings that informed the recommendations of the master plan. These findings outline primary community concerns and areas for improvement that are addressed through the goals and strategies as included in the plan. The Master Plan's action plan approach addresses capital improvement needs and priorities. Future park development needs are addressed using this approach, and deferred maintenance considerations for the long term health of the parks system are provided.

The City of Oxnard has many assets – its rich history, diverse population, and prime location. By improving its parks and recreation system, the City will capitalize on these assets to increase the quality of life for the residents. This Master Plan provides the tools to create and fund a Parks and Recreation system that will serve Oxnard's residents and that can support the attracting of new businesses and investment through the betterment of the City.

**STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

In addition, 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 1. Ensure Master plans for all City infrastructures are current, synchronized and consistent with the General Plan.

**FINANCIAL IMPACT**

There is no financial impact with adopting the Master Plan.

**COMMITTEE OUTCOME**

The Community Services Committee received an update on the draft Master Plan and provided feedback at their January 12, 2021 meeting. At this meeting, the Community Services Committee approved 3-0 to receive

the item and to forward the item for Council approval. Additional language has since been added regarding the planning for a pool at Campus Park when funding is achieved and that the pool previously mentioned for College Park is listed as an aquatic center.

*Prepared by: Eric Humel, Grants Specialist, Steve Howlett, Assistant Public Works Director, Brian Yanez, Assistant Public Works Director*

**ATTACHMENTS**

1. Adoption Resolution
2. Oxnard Parks Master Plan
3. Oxnard Appendices
4. Presentation

CITY COUNCIL OF THE CITY OF
OXNARD RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING THE PARKS AND RECREATION MASTER PLAN

WHEREAS, in 2017, the City Council of the City of Oxnard prioritized the completion of a Parks and Recreation Master Plan; and

WHEREAS, in response to this directive, the City has prepared a Parks and Recreation Master Plan; and

WHEREAS, the City has utilized broad public outreach from Oxnard's diverse community to develop the vision, goals, and objectives of the plan; and

WHEREAS, the City has prepared a planning document that guides decision-making for the future development and management of parks, recreation, beaches, and open space within the City of Oxnard; and

WHEREAS, the plan has been made available for public review in the manner required by law and all comments from the public have been considered by the City; and

WHEREAS, the plan was received and reviewed by the City's Parks, Recreation, and Community Services Commission at the December 9th, 2020 public Commission meeting; and

WHEREAS, the plan was received and reviewed by the City Council Community Services Committee at the January 12th, 2021 public Committee meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Oxnard does hereby adopt the Parks and Recreation Master Plan.

PASSED AND ADOPTED THIS 16th Day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____

John C. Zaragoza
Mayor

ATTEST:

_____

Rose Chaparro
City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer
City Attorney

CITY OF OXNARD CALIFORNIA














# CITY OF OXNARD PARKS & RECREATION MASTER PLAN

FEBRUARY 2021







# Acknowledgments

## ELECTED OFFICIALS

| | |
|---|---|
| John C. Zaragoza | Mayor |
| Vacant | Councilmember, District 2 |
| Bert E. Perello | Councilmember, District 1 |
| Oscar Madrigal | Councilmember, District 3 |
| Bryan A. MacDonald | Mayor Pro Tem, District 4 |
| Gabriela Basua | Councilwoman, District 5 |
| Vianey Lopez | Councilmember, District 6 |

## PARKS, RECREATION & COMMUNITY SERVICES COMMISSION

| | |
|---|---|
| Steve Nash | Eduardo Reyes |
| Oscar Hernandez | Gabriel Teran |
| Julie Miller Kalbacher | Angela Whitecomb |
| Roger Poirier | |

## CITY STAFF

| | |
|---|---|
| Alexander Nguyen | City Manager |
| Ashley Golden | Assistant City Manager |
| Rosemarie Gaglione | Public Works Director |
| Terrel Harrison | Cultural and Community Services Director |
| Brian Yanez | Assistant Public Works Director |
| Eric Humel | Grants Coordinator |
| Kathleen Mallory | Planning & Sustainability Manager |
| Renee Rakestraw | Community Services Manager |
| Juanita Guzman | Administrative Services Manager |
| Jose Perez | Parks Supervisor |
| Het Lugo | Senior Groundsworker |

## CONSULTANT TEAM

DESIGNWORKSHOP
LANDSCAPE ARCHITECTURE & PLANNING

KEARNS & WEST
PUBLIC OUTREACH

ETM ASSOCIATES, L.L.C
PUBLIC SPACE MANAGEMENT
PROJECT MANAGEMENT
PUBLIC SPACE DESIGN
OPERATIONS, MAINTENANCE & FINANCIALS

NRC
National Research Center Inc
COMMUNITY SURVEY CONSULTANT

# Contents


**EXECUTIVE SUMMARY** 05

**1 INTRODUCTION** 13
- The Importance of Parks & Open Space
- Master Plan Goals

**2 EXISTING CONDITIONS** 21
- City of Oxnard Existing Parks & Open Spaces
- Existing Recreation Service Level
- Oxnard Needs Analysis

**3 COMMUNITY ENGAGEMENT** 61
- Introduction to the Community Engagement Process
- Advisory Committee
- Focus Groups
- Scientific & Open Survey Results
- Community Workshop #1
- Workshop-in-a-Box
- Community Workshop #2

**4 GOAL 1: IMPROVE MAINTENANCE & OPERATIONS** 111
- Strategy 1: Increasing & Diversifying Funds
- Strategy 2: Becoming More Efficient With Funds
- Strategy 3: Designing Parks to Lower Maintenance Load
- Strategy 4: Streamlining Resources

**5 GOAL 2: DIVERSIFY AMENITIES & FACILITIES** 135
- Strategy 1: Designing Better Parks
- Strategy 2: Activating the Beach
- Strategy 3: Ensuring Facilities Work for Everyone
- Strategy 4: Creating a Dynamic Recreation Program

**6 GOAL 3: CREATE SAFE & ACTIVE PARKS** 173
- Strategy 1: Increasing Activity
- Strategy 2: Improving Lighting
- Strategy 3: Improving Safety
- Strategy 4: Designing Parks for Safety

**7 GOAL 4: CONNECT CITY WITH NATURAL RESOURCES** 195
- Strategy 1: Creating Strong Connections
- Strategy 2: Promoting Stewardship

**8 OXNARD'S ACTION PLAN** 203
- Priority Projects Recommendations Matrix
- Operations & Maintenance Recommendations Matrix
- Capital Improvements
- Deferred Maintenance Needs
- Overall Conclusion

**APPENDICES**

**APPENDIX A: ETM Financing Reports**

**APPENDIX B: Sustainability Guidelines & Plans**

**APPENDIX C: State of the System Report & Parks Scorecard**

**APPENDIX D: Fee Study Update & Adoption of New Fees**

**APPENDIX E: All About Oxnard**



***"I would like Oxnard to be known for great walking, biking and transit options so you can get around without a car.... promote a healthy lifestyle!"*** *- Resident*

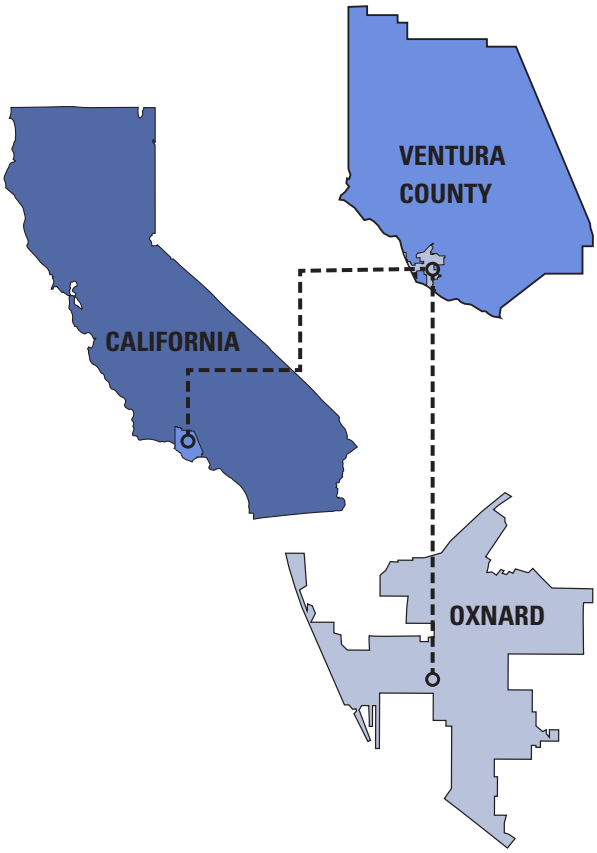
# Executive Summary

The Parks and Recreation Master Plan is the product of much research and review. Over 15 months, the project team worked with the City studying the history, ecology, and economics of Oxnard. They conducted interviews with City staff and local stakeholders and reviewed existing conditions. The project team also engaged the community in a robust outreach plan including a random mailed survey, two rounds of community meetings, a Workshop-in-a-Box, and the creation of an Advisory Committee. The result, contained in these pages, is a comprehensive assessment of the City's current challenges and opportunities regarding their parks and recreation programs and suggestions for how to better provide for its residents.

The project team has assembled this Executive Summary to provide a quick reference to the key findings and recommendations.

# Key Environmental & Demographic Factors

Oxnard is a **coastal city in California** located on a **rich alluvial plain.** It is the **most populous city** in Ventura County.




### KEY FACTOR #1

Smart water usage, as part of operations, is critical due to Oxnard's California location and Mediterranean climate.

### KEY FACTOR #2

Oxnard's alluvial soil has driven its agricultural heritage. Agriculture is important to Oxnard's past, present, and future, reflected in both its economy and demographics. This has several implications. The flat topography is great for biking, as well as agriculture production. Agriculture corporations should be targeted for corporate donations.

### KEY FACTOR #3

The City of Oxnard Parks and Recreation Master Plan needs to consider and plan for Oxnard's large youth population, as well as its significant aging adult population.

### KEY FACTOR #4

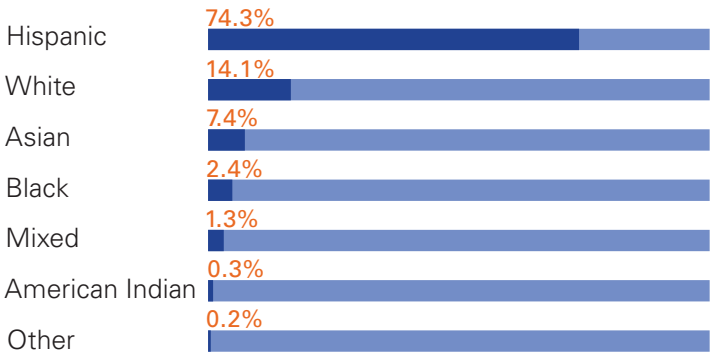
Oxnard's beaches are one of the City's biggest assets. Success in attracting more tourists and businesses relies, in part, on capitalizing on its coastal location.

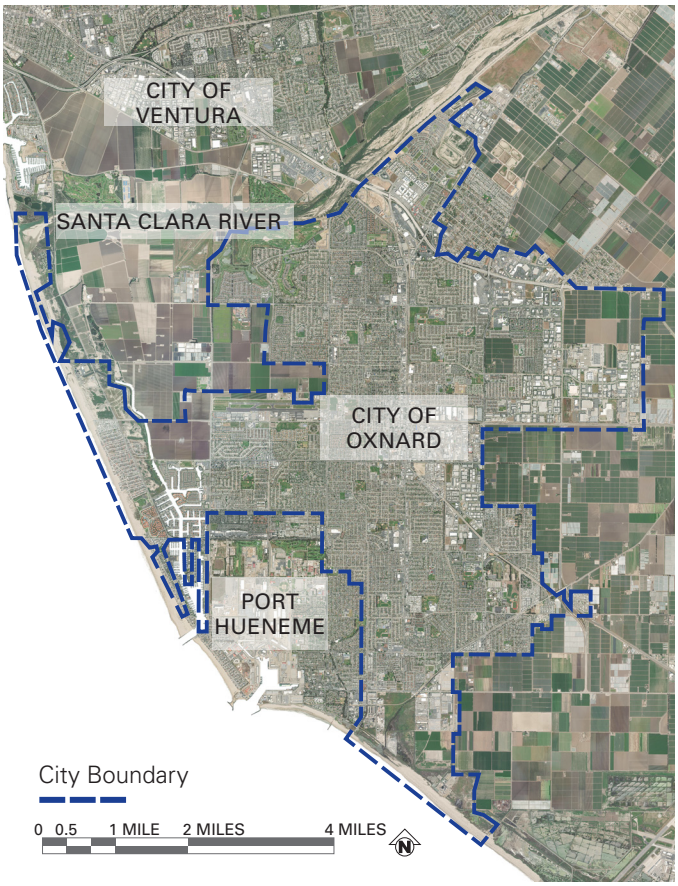
## MEDIAN AGE

**31.5 years old**

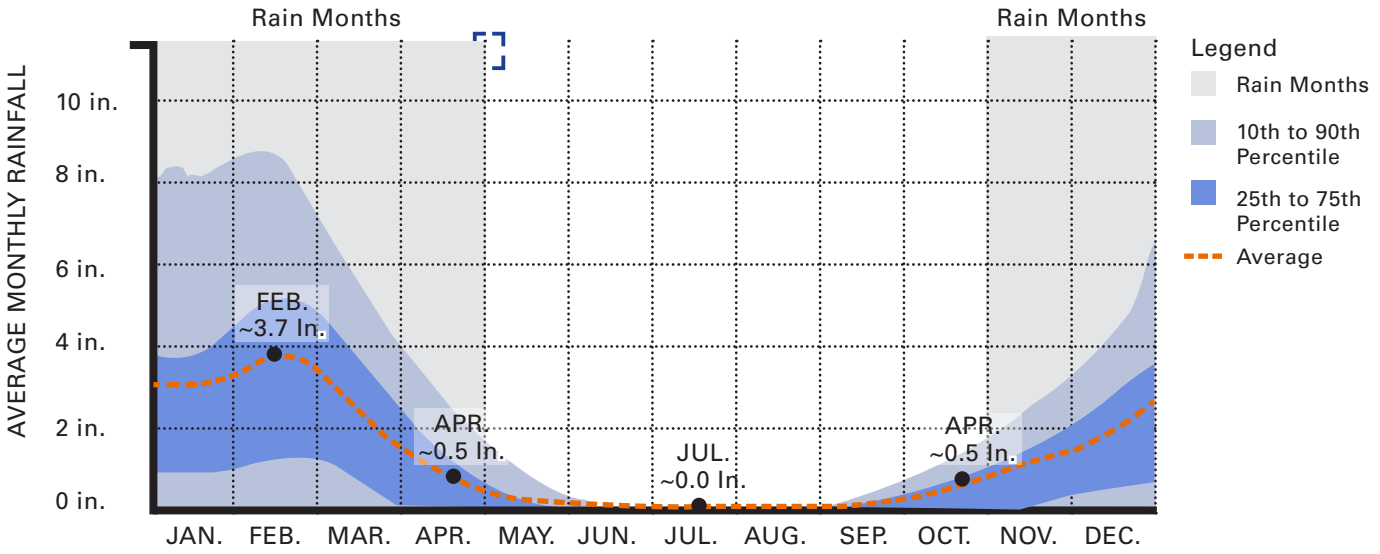
**Almost 25% of the City's population is under 14 years old.**

## ETHNIC DIVERSITY




## ANNUAL RAINFALL



# Key Findings

The project team's **research and community engagement** revealed several key findings that **informed the recommendations.**

**FINDING #1**
Oxnard's parks and recreation services receive less money per capita than neighboring cities.

**FINDING #2**
Oxnard is significantly below the national parks and recreation standards for the following recreational amenities:

- Playgrounds
- Soccer fields
- Multi-purpose fields
- Pools
- Community gardens

**FINDING #3**
Residents wanted more diversity in park programming and amenities.

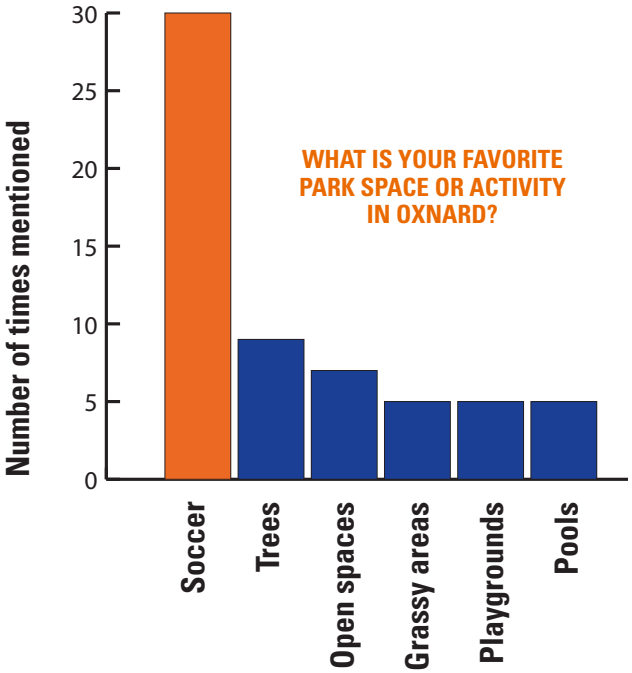
**FINDING #4**
Some neighborhoods are not within easy walking distance of a park and should capitalize on opportunities for better connectivity and safe access.

**FINDING #5**
The beach is less active than it could be because of the lack of parking, lifeguards, and activities.

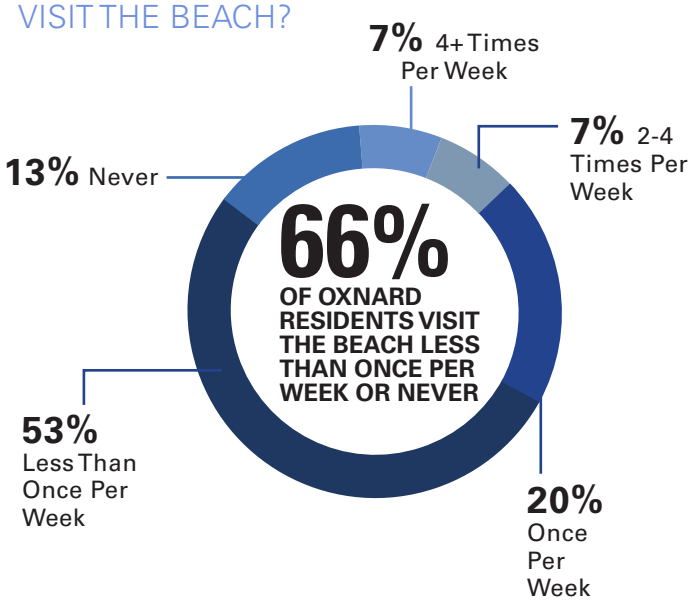
**FINDING #6**
Primary community concerns are poor maintenance and safety.

**FINDING #7**
Soccer is the most popular sport throughout the community.




## DURING THE PAST YEAR HOW OFTEN DID YOU VISIT THE BEACH?




## NEW PARK SPACES SHOULD...




Source: Community Survey, 1st Community Meeting

# Primary Recommendations

While this document contains many recommendations for **enhancing Oxnard's parks and recreation** programs, the ones highlighted here, *in no particular order,* have the potential to make the **largest, most immediate impact**.

**RECOMMENDATION #1**
Create an Oxnard Parks and Recreation District to generate more revenue.



**RECOMMENDATION #2**
Restore and improve access to Ormond Beach by supporting the Ormand Beach Wetlands Restoration Plan and Public Access Plan.



**RECOMMENDATION #3**
Coordinate with stakeholders to promote tourism as it specifically relates to parks and recreation.

**RECOMMENDATION #4**
Improvements should be made to the bike network per the Mobility Plan and General Plan to ensure Oxnard develops as a safe and connected city for all.



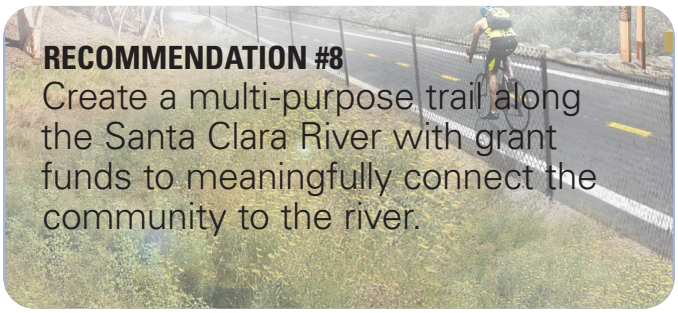
**RECOMMENDATION #5**
After auditing the current irrigation system, make appropriate repairs and alterations to make it more efficient and controlled.

**RECOMMENDATION #6**
Foster existing and potential partnerships including the establishment of a non-profit parks foundation to accept donations.

**RECOMMENDATION #7**
Re-examine approach to urban forest system and landscape ordinance.



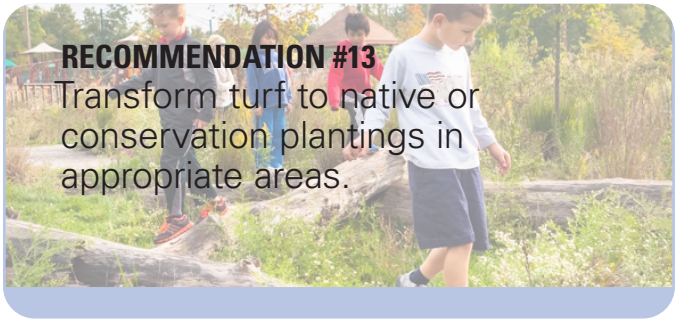
**RECOMMENDATION #11**
Reform the permitting process to be online and simple in order to encourage more park events and programming.



**RECOMMENDATION #8**
Create a multi-purpose trail along the Santa Clara River with grant funds to meaningfully connect the community to the river.

**RECOMMENDATION #12**
Incorporate signage in parks in multiple languages.

**RECOMMENDATION #9**
Reconsider Oxnard's Sunset Ordinance on a case by case basis and add field and pedestrian lighting to parks in order to extend the use of existing parks.



**RECOMMENDATION #13**
Transform turf to native or conservation plantings in appropriate areas.



**RECOMMENDATION #10**
Incorporate revenue generating facilities into parks like rentals, concessions, and events.

**RECOMMENDATION #14**
Develop Park Checklists to assist with standardizing the work and training of maintenance and operations staff.



# 1

# Introduction

## The Importance of Parks and Open Space

## Master Plan Goals

DRAFT

In the spring of 2017, the City of Oxnard issued a request for proposals for a Parks and Recreation Master Plan. The purpose of this Master Plan is to set the priorities for funding expenditures for the next twenty years with the goal of improving Oxnard's parks and recreational services.

In order to develop a plan that truly served residents, the Master Plan team engaged in a robust community outreach effort. This involved meeting with Focus Groups of various special interest organizations, mailing 1,800 surveys, conducting four Community Workshops and a Workshop-in-a-Box, and forming an Advisory Committee composed of various community leaders and influencers. The result is a Master Plan that reflects the range and diversity of Oxnard's population. This is a tool for city officials and residents to use in creating an Oxnard that reflects the will of the people.

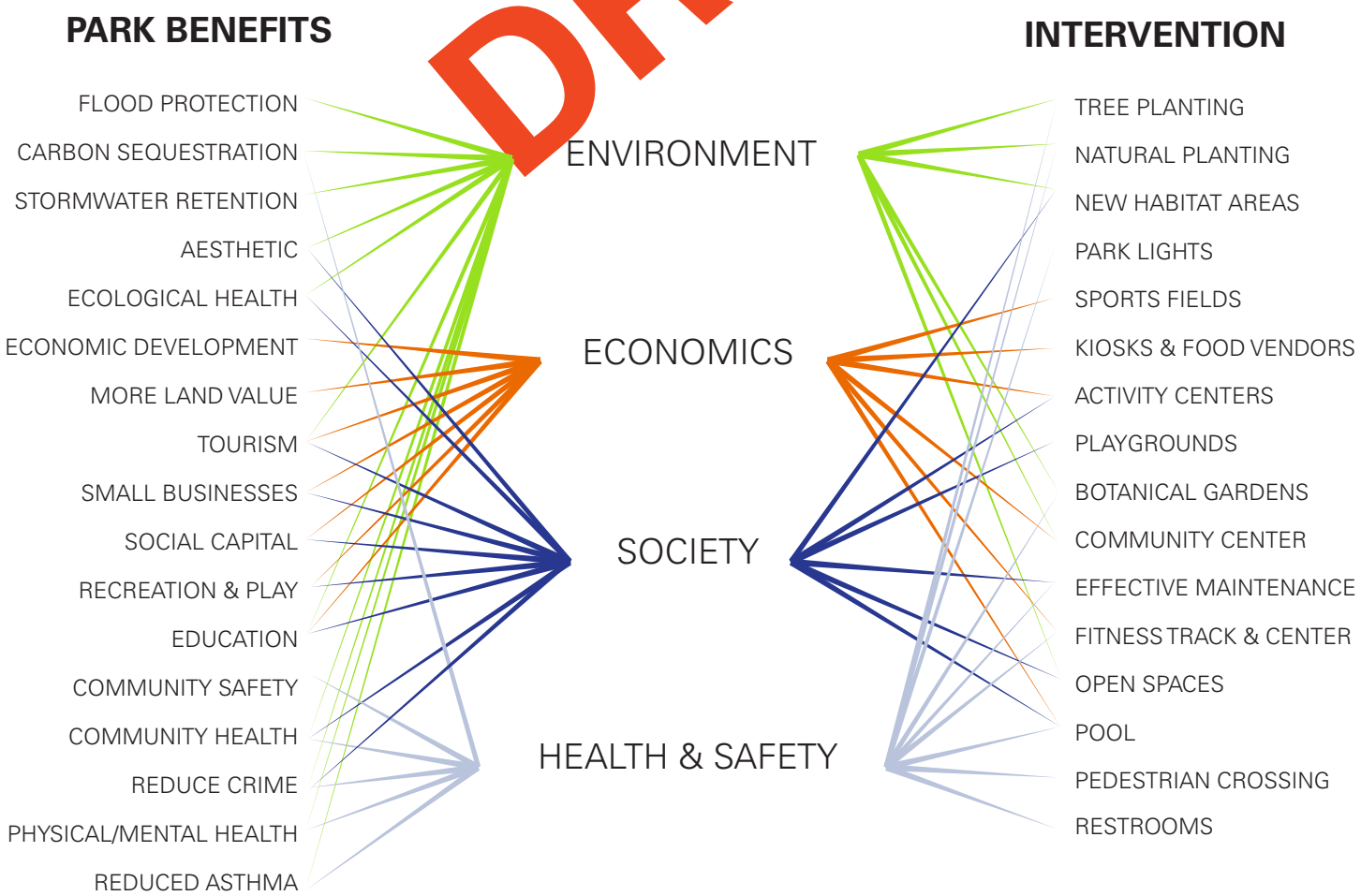
# The Importance of Parks & Open Space

Parks provide **resources** that directly impact the **well-being** of their communities.

Many studies show that city parks generate economic growth, promote positive social change, improve public health, and provide critical environmental services.

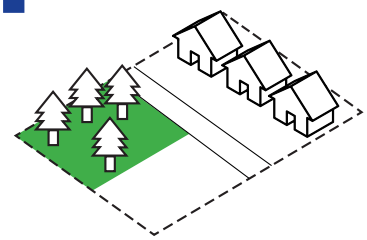
A city's park system is first and foremost an investment in the residents and a reinforcement of democratic ideals. If done right, parks can attract investment, reduce crime, and improve public health making their gross financial contribution more than their cost to build and maintain.

DRAFT



# Parks Improve Economics

10% in home value



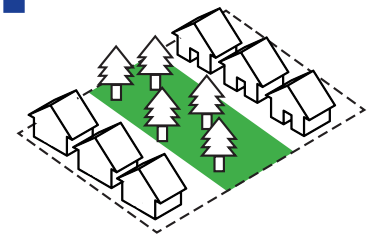
RESIDENTIAL HOMES 1/4 MILE FROM A PARK

20% in home value



RESIDENTIAL HOMES ADJACENT TO OR FRONTING A PARK

32% in home value

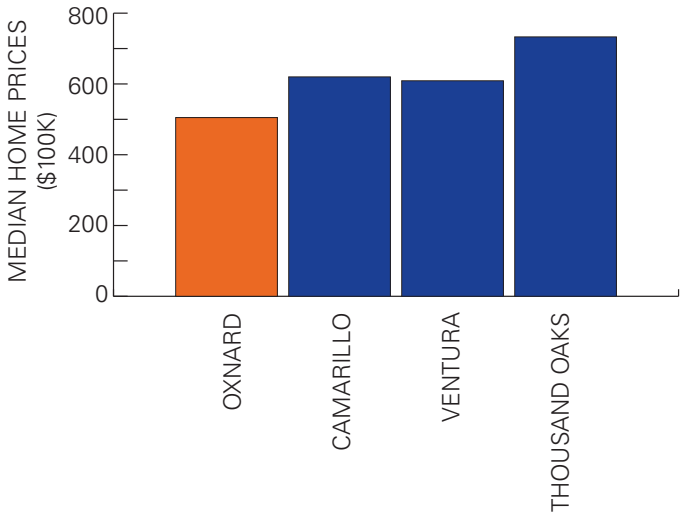


RESIDENTIAL HOMES ADJACENT TO GREENBELTS

DRAFT

According to over 30 studies, people are willing to pay more for a property that is close to parks, open space, and trees. In a 2001 summary report issued by the American Planning Association, homes within a quarter-mile of parks had an increased value of 10%; homes adjacent to a park had an increased value of 20%; homes adjacent to a greenbelt had an increased value of 32%.[1]

A recent study by the National Recreation and Parks Association (NRPA) revealed that 85% of Americans consider the quality of local parks when deciding on a place to live.[2] Similarly, a survey by Area Development noted that three-quarters of corporate executives rate quality-of-life features as important when choosing a new company location.[3]




When it comes to attracting businesses and investment, Oxnard is competing with neighboring cities like Thousand Oaks and Camarillo; improving Oxnard's parks is a critical component to staying competitive.

Home prices in Oxnard are 17% lower than in neighboring Camarillo, 18% lower than in Ventura, and 31% lower than in Thousand Oaks. All three of these nearby cities spend more per capita on their parks than Oxnard.

1 Crompton, J.L. 2001. Parks and Economic Development. PAS Report No. 502. American Planning Association, Chicago, Illinois.; depts.washington.edu/hhwb/Thm_Economics.html

2 2018 Americans' Engagement with Parks Report. National Recreation and Parks Association.

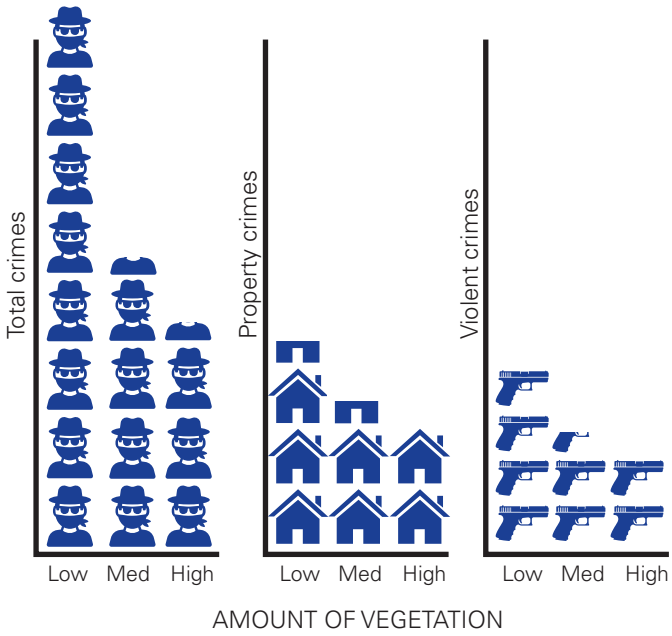
3 "31st Annual Survey of Corporate Executives: Confidence in U.S. Economy, Need for Investment in Infrastructure Reflected" Area Development. 2017. www.areadevelopment.com/

# Parks Decrease Crime

Studies have also shown that proximity to nature and green space can reduce aggression and crime. In Chicago, a research team collected two years of police data on property and violent crimes within public housing and found there were was a stark decrease in violent crimes, property crimes, and total crimes in areas with increased vegetation. Similarly, a review of 31 urban sites in California found that 90% of the minor crimes, such as vandalism or graffiti, occurred in areas without plantings compared with only 10% in landscaped areas.

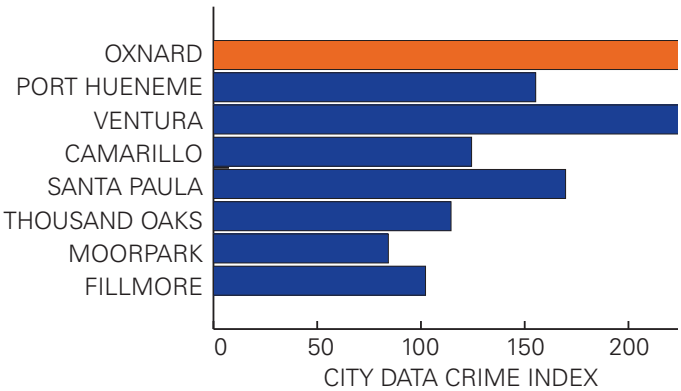
Recreational programs have proven to be instrumental as well in reducing crime. In 2008, park and community leaders in Los Angeles introduced a program called Summer Night Lights (SNL), which extended the nighttime hours of eight parks in troubled neighborhoods. This program kept the lights on until midnight and sponsored movies and family activities four nights a week. There was only one gang-related homicide in the areas surrounding those parks with the program while there were seven in the same area the year before. Since 2008, SNL has expanded to 24 parks throughout the city, leading to a 57% reduction in gang-related homicides in those neighborhoods.

Crime Index is a statistical measurement to define safety. It is represented as a "rating" or "number" that is calculated by measuring the amount of crime in a designated area. Among the cities in the area, Oxnard has the second-highest crime index; spending more to implement recreational programs such as those described above could help reduce this index. Consider what a 50% reduction in crime would mean for the quality of life and viability of the city.









# Parks Improve Health

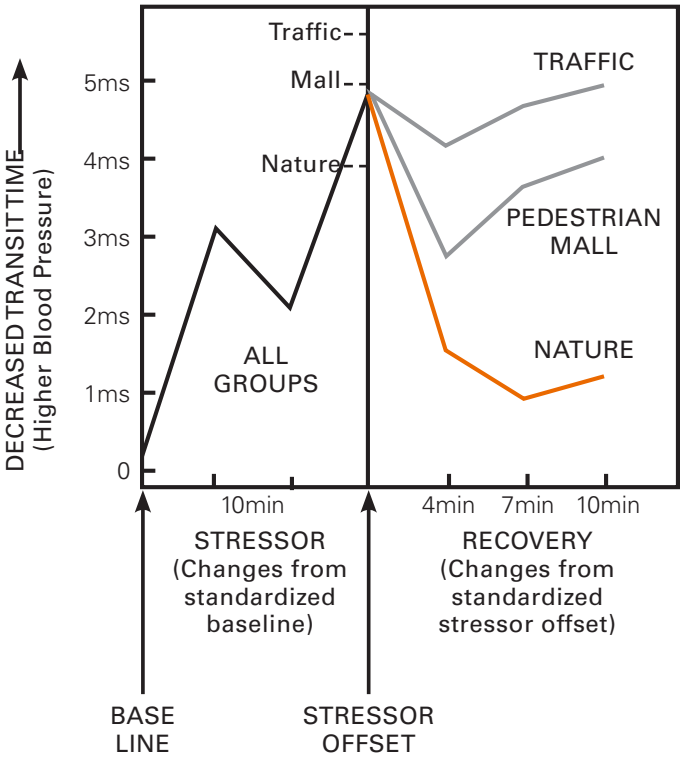
Obesity is becoming a health crisis in the United States. As much as 65% of adults are overweight, and one in three is considered obese. Obesity puts people at risk for developing chronic diseases such as high blood pressure, heart disease, stroke, diabetes, and cancer. These types of diseases account for approximately 300,000 premature deaths annually. Obesity is not only bad for health but also expensive; people who are obese spend an estimated $1,429 annually more on medical costs than those of normal weight.[1]

Not surprisingly, parks and open space encourage more activity-- especially if they are nearby and convenient to use.[2] According to a study by the CDC, the presence of a well-designed place for physical activity can lead to a 25.6% increase in the number of people exercising three or more days per week.[3] Similarly, a collection of studies in the *American Journal of Preventative Medicine* demonstrated that "creation of or enhanced access to places for physical activity combined with informational outreach" resulted in a 48.4% increase in the physical activity.[4]

In Ventura County, approximately 35% of children are overweight or obese. Ensuring that each neighborhood has a safe, well-maintained park can go a long way to reducing that percentage and avoiding serious health issues in the future.

Parks and open space are important for mental health as well. Research has shown people are able to deal with stress better when exposed to natural environments as opposed to urban. Simply put, parks promote healthy living, both physically and mentally.




Ulrich, et al. 1991.

1 depts.washington.edu/hhwb/Thm_Economics.html
2 www.tpl.org/sites/default/files/cloud.tpl.org/pubs/benefits-park-benefits-white-paperl2005.pdf
3 CDC, "Increasing Physical Activity," p. 11.
4 Emily B. Kahn et al. and the Task Force on Community Preventive Services, "The Effectiveness of Interventions to Increase Physical Activity," *American Journal of Preventive Medicine*, no. 4S (2002): pp. 8788.

# Master Plan Goals

During the course of the Master Plan process, the project team **heard the same concerns** over and over. These recurring themes **became the basis** for the Master Plan Goals.

Throughout this process, the project team took great care to talk to as many different types of people and organizations as possible in order to get a complete picture of Oxnard's park and recreation needs. Public input highlighted certain issues that were common across multiple sources. After identifying these goals, the project team examined obstacles to achieving these goals and developed strategies to be employed to overcome these obstacles.

## Improve Maintenance & Operations



### WHAT IS PREVENTING OXNARD'S PARKS AND OPEN SPACES FROM BEING BETTER MAINTAINED?

The biggest obstacle to improving maintenance seems to be minimal funds to hire and retain staff. The second is the lack of a maintenance regimen. The project team heard about "squeaky wheels" - or parks with an active community getting attention - while parks without an active community sometimes being neglected. Establishing a maintenance regimen can ensure park maintenance is distributed by need rather than influence.

### STRATEGIES

1. Increasing & Diversifying Funds
2. Becoming More Efficient with Funds
3. Designing Parks to Lower Maintenance Load
4. Streamlining Resources

## Diversify Amenities & Facilities



## Create Safe & Active Parks



## Connect City with Natural Resources



### WHAT AMENITIES WOULD BEST SERVE OXNARD'S DIVERSE POPULATION?

There is no typical Oxnard resident. In fact, the City's diversity is often cited as one of its most distinguishing and attractive characteristics. Residents were certain to let us know that their recreation needs varied as well. Places for active sports is important, but there is a need for passive areas also.

#### STRATEGIES

1. Designing Better Parks
2. Activating the Beach
3. Ensuring Facilities Work for Everyone
4. Creating a Dynamic Recreation Program

### HOW CAN OXNARD'S PARKS BE SAFER AND MORE ACTIVE?

The project team heard many complaints about people not feeling safe in the parks, either due to the presence of homeless people, vagrants or illicit activities. Activating parks is the key to making them feel safer; the more "eyes and ears" there are on parks, the more difficult it is for someone to misbehave.

#### STRATEGIES

1. Increasing Activity
2. Improving Lighting
3. Improving Safety
4. Designing Parks for Safety

### HOW CAN OXNARD BE BETTER CONNECTED WITH ITS RIVER, MOUNTAINS AND BEACH?

Oxnard is surrounded by amazing natural resources: the Santa Clara River, the Pacific Ocean and two mountain ranges. However, residents rarely enjoy these. Finding ways to increase connections to these natural resources is a priority for the Master Plan.

#### STRATEGIES

1. Creating Strong Connections
2. Promoting Stewardship



***Oxnard should be known for being "family friendly, culturally diverse, and enriching for all ages."*** *- Resident*

# 2

# Existing Conditions

## Existing Parks & Open Spaces

## Existing Recreation Service Level

## Needs Analysis

The purpose of evaluating Oxnard's existing conditions is to create a baseline the project team could compare with what was heard from the community. This allows for a more complete understanding of the condition of Oxnard's parks and the distribution of recreation services throughout the city. From this research, a series of spatial analysis maps were created to illustrate which populations are below the standard for park resources.

# Existing Parks & Open Spaces

The good news is that there are many parks available to residents— 53 existing and two future—totaling roughly **500 acres***. The issue is that they are not necessarily **equally distributed** or adequately maintained.

The Oxnard General Plan notes that there are a total of 1,637 acres of traditional City and County parks, beaches, golf courses, and parks under construction available to residents.

This section discusses Oxnard's existing and planned parks and how they are funded and maintained. To aid this discussion, the parks are divided into quadrants corresponding to the maintenance quadrants proposed in Chapter Four. To get an idea of how successful each park is, members of the Advisory Committee (a select group of community stakeholders who provided guidance to the project team) and City Staff were asked to score them. The results of this scoring allowed the project team to engage actual users in evaluating the popularity of each park.



College Park

## PARK CLASSIFICATIONS**

### General Fund Parks

The maintenance for these parks is performed by City staff and funded through the General Fund.

### Special District Parks

These are parks in one of the special districts throughout the Oxnard. Within these districts, adjacent property owners are levied with an annual assessment that contributes to maintenance for the parks in the area. Maintenance is contracted out, but overseen by City staff.

### Future Parks

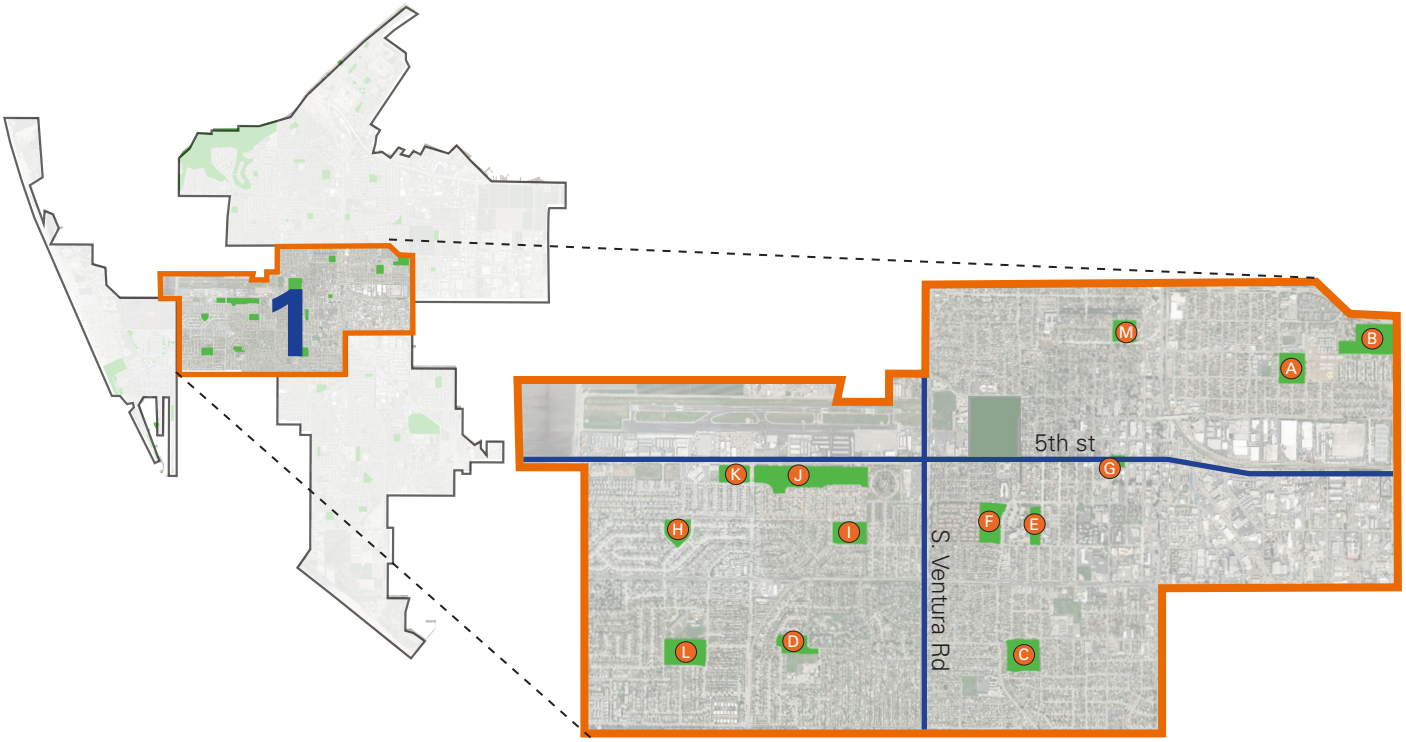
These properties have been identified by the City as land to be used for future parks.

* The roughly 500 acres available to resdents includes future parks, non-parks and joint-use parks.

**Due to disparate funding sources for parks, best practices of analyzing usage and service were used. Parks are not characterized by General Plan park type in this section.



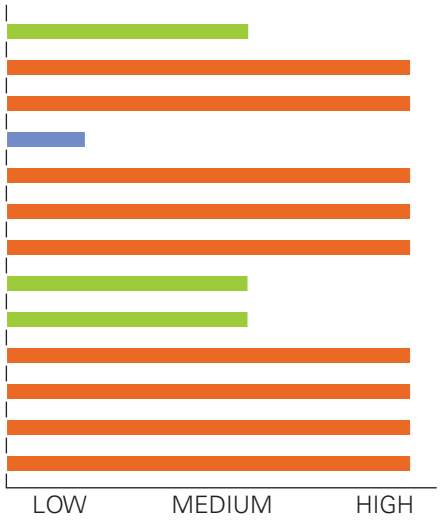
# QUADRANT 1 PARKS




## PARKS CONDITION GRADE + USAGE

| Park | Grade |
|---|---|
| A Colonia Park | C- |
| B Del Sol Park | C |
| C Durley Park | C+ |
| D Marina West Park | D+ |
| E Community Center Park East | D |
| F Community Center Park West | D- |
| G Plaza Park | B |
| H Sea Air Park | C |
| I Sea View Park | B- |
| J Southwest Community Park | B- |
| K Southwest Community Park Ext. | C- |
| L Via Marina Park | C |
| M Wilson Park | C |

**Usage**




For all parks, anecdotal rates determined by City staff, members of the Advisory Committee, and the Parks, Recreation, and Community Services Commission. The graphs are useful as an indication of each park's condition and usage, but should not be relied upon as the sole basis for any park capital improvements or design changes.

**Condition Grade**
A = Excellent; B = Good; C = Fair; D = Poor; N/A = Not Applicable

**Usage**
Low = ; Medium = ; High =

Anecdotal rates determined by City staff with input from Parks, Recreation & Community Services Commission.

# PARK INVENTORY/AMENITIES

**Park Type**
GF = General Fund
SD = Special District

| | Park Type | Year Built | Acreage | Ball Diamond | Bandstand | Basketball Court | Bleachers | Crafts Building | Drinking Fountain | Exercise Stations | Horseshoes | Jogging Path | Lawn Bowling | Off Street Parking | Group Picnic Area | Picnic Areas By Reservation | Picnic Tables | Playground | Recreation Building | Restrooms | Tennis Courts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Colonia Park** | GF | 1950 | 8.96 | 2/1 | | 3 | X | | X | | | | | X | | | X | 1 | X | X | |
| **Del Sol Park** | GF | 1975<br>1981 | | | | | X | | X | | | X | | X | X | X | X | 1 | | X | |
| **Durley Park** | GF | 1950 | | 3 | | 2 | X | X | X | | | | | X | | | X | 1 | X | X | |
| **Marina West Park** | GF | 1976 | 6.57 | | | | | | X | | | | | | | | X | 2 | | X | |
| **Community Center Park East** | GF | 1967 | 4.38 | | | 1 | | | X | | X | | | X | 2 | X | X | 1 | X | X | 8 |
| **Community Center Park West** | GF | 1981 | 9.86 | 2 | | | X | | X | | | | | X | | | X | 1 | | X | |
| **Plaza Park** | GF | 1902 | 1.75 | | 1 | | | | X | | | | | X | | | | | | | 2 |
| **Sea Air Park** | GF | 1986 | 8.61 | 1 | | 1 | | | X | X | | X | | | X | | X | 2 | | X | |
| **Sea View Park** | GF | 1981 | 6.45 | 1 | | 1 | | | X | | | | | | X | | X | 2 | | | |
| **Southwest Community Park** | GF | 1996 | | | | | | | | | | | | X | | | | 1 | | | |
| **Southwest Community Park Ext.** | GF | 2007 | 5.9 | | | 0.5 | | | X | X | | X | | | | | X | 1 | | X | |
| **Via Marina Park** | GF | 1980 | | 1 | | 1 | X | | X | | X | | | | X | | X | 1 | | X | 1 |
| **Wilson Park** | GF | 1974 | 5.82 | | | 1 | | X | X | | X | | X | X | | | X | 1 | X | X | 1 |

**TOTALS**

General Fund Parks: 13

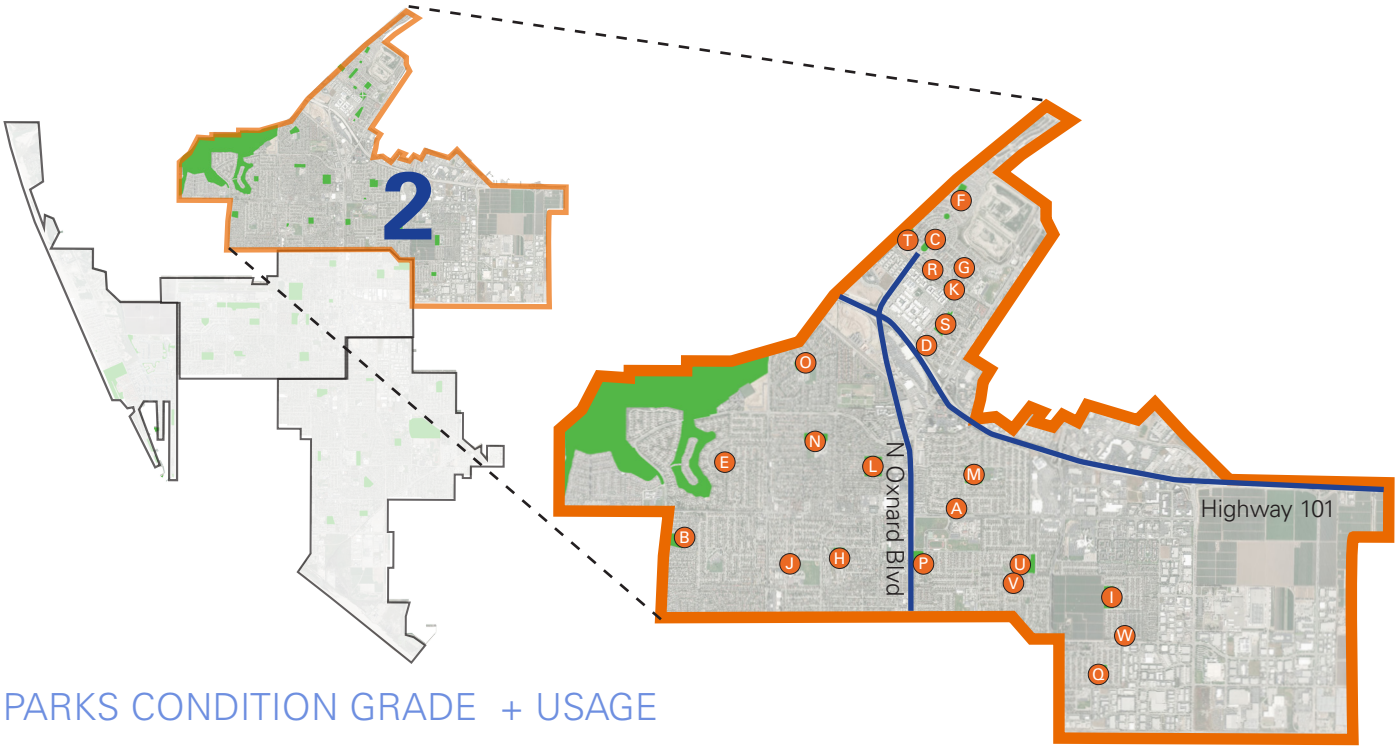
Special District Parks: 0

TOTAL ACREAGE: 122



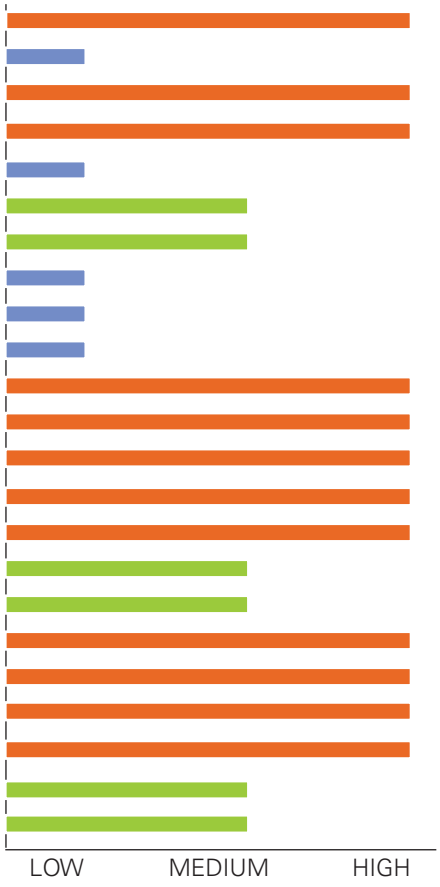
Picnic tables at Eastwood Park

# QUADRANT 2 PARKS




## PARKS CONDITION GRADE + USAGE

| Park | Grade |
|---|---|
| A Borchard Oak Park | B |
| B Cabrillo Park | B |
| C Central Park | B |
| D Children's Park | B |
| E Connelly Park | C |
| F Crescent Park | C |
| G East Park | B |
| H Eastwood Memorial Park | C |
| I East Village Park | B+ |
| J Fremont Tot Park | C |
| K Gateway Park | B |
| L Orchard Park | C |
| M Rio Lindo Park | B- |
| N Sierra Linda Park | C |
| O South Bank Park | C |
| P Sports Park South | B |
| Q Thompson Park | C |
| R Village Green Park | B |
| S Vineyards Park | B |
| T Windrow Park | B |
| U Pfeiler Park | B |
| V Pfeiler Pocket Park | B |
| W Kohala Park | B |




**Condition Grade**
A = Excellent; B = Good; C = Fair; D = Poor; N/A = Not Applicable

**Usage**
Low = ; Medium = ; High =

Anecdotal rates determined by City staff with input from Parks, Recreation & Community Services Commission.

# PARK INVENTORY/AMENITIES

**Park Type**
GF = General Fund
SD = Special District

| | Park Type | Year Built | Acreage | Ball Diamond | Bandstand | Basketball Court | Bleachers | Crafts Building | Drinking Fountain | Exercise Stations | Horseshoes | Jogging Path | Lawn Bowling | Off Street Parking | Group Picnic Area | Picnic Areas By Reservation | Picnic Tables | Playground | Recreation Bldg. | Restrooms | Tennis Courts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Borchard Oak Park** | SD | 1999 | 0.45 | | | | | | X | | | | | | | | | | | | |
| **Cabrillo Park** | GF | 1995 | 5.19 | | | | | | | | | | | | | | | | | | |
| **Central Park** | SD | 2008 | 4.93 | | | | | | | | | X | | | | | | | | | |
| **Children's Park** | SD | 2014 | 0.43 | | | | | | | | | | | | | | | 1 | | | |
| **Connelly Park** | GF | 1995 | 3.1 | | | | | | X | | | X | | | | | | | | | |
| **Crescent Park** | SD | 2015 | 2.72 | | | 1 | | | X | | | | | | X | X | X | 1 | | X | 2 |
| **East Park** | SD | 2007 | 4.5 | | | 1 | | | X | | | | | | X | X | X | 1 | | X | 1 |
| **Eastwood Memorial** | GF | 1959 | 4.29 | 2 | | 1 | X | | X | | | | | | X | | X | 1 | | X | 2 |
| **East Village Park** | GF | 2016 | 6.44 | | | | | | X | X | | X | | | | | X | 1 | | X | |
| **Fremont Tot Park** | GF | 1976 | 0.85 | | | | | | X | | | | | | | | X | 2 | | | |
| **Gateway Park** | SD | 2007 | 2.56 | | | | | | | | | | | | | | | | | | |
| **Orchard Park** | GF | 1981 | 10.47 | | | 0.5 | | | X | | | | | | X | | X | 1 | | X | |
| **Rio Lindo Park** | GF | 1988 | 8.39 | 1 | | 1 | | | X | X | | X | | | X | 2 | X | 1 | | X | |
| **Sierra Linda Park** | GF | 1983 | 5.02 | 1 | | | | | X | X | | | | | | | X | 1 | | X | |
| **South Bank Park** | GF | 1995 | 6.22 | | | | | | | | | | | | | | X | 1 | | | |
| **Sports Park South** | SD | 2001 | 3.95 | | | | | | | | | | | | | | | 1 | | | |
| **Thompson Park** | GF | 1965 | 2.72 | 1 | | 2 | | | X | | | X | | | X | | X | 1 | | X | |
| **Village Green Park** | SD | 2007 | 1.25 | | | | | | | | | | | | | | | | | | |
| **Vineyards Park** | SD | 2007 | 5.34 | | | 3 | | | | X | | X | | | | X | X | 2 | | X | |
| **Windrow Park** | SD | 2008 | 4.99 | | | 1 | | | X | | | | | | | X | X | X | | X | |
| **Pfeiler Park** | SD | 2005 | 2.1 | | | | | | | | | | | | | | X | 1 | | | |
| **Pfeiler Pocket Park** | SD | 2001 | 1.25 | | | | | | | | | | | | | | | 1 | | | |
| **Kohala Park** | GF | 1989 | 1.01 | | | | | | | | | | | | | | X | | | | |

## TOTALS

General Fund Parks: 11

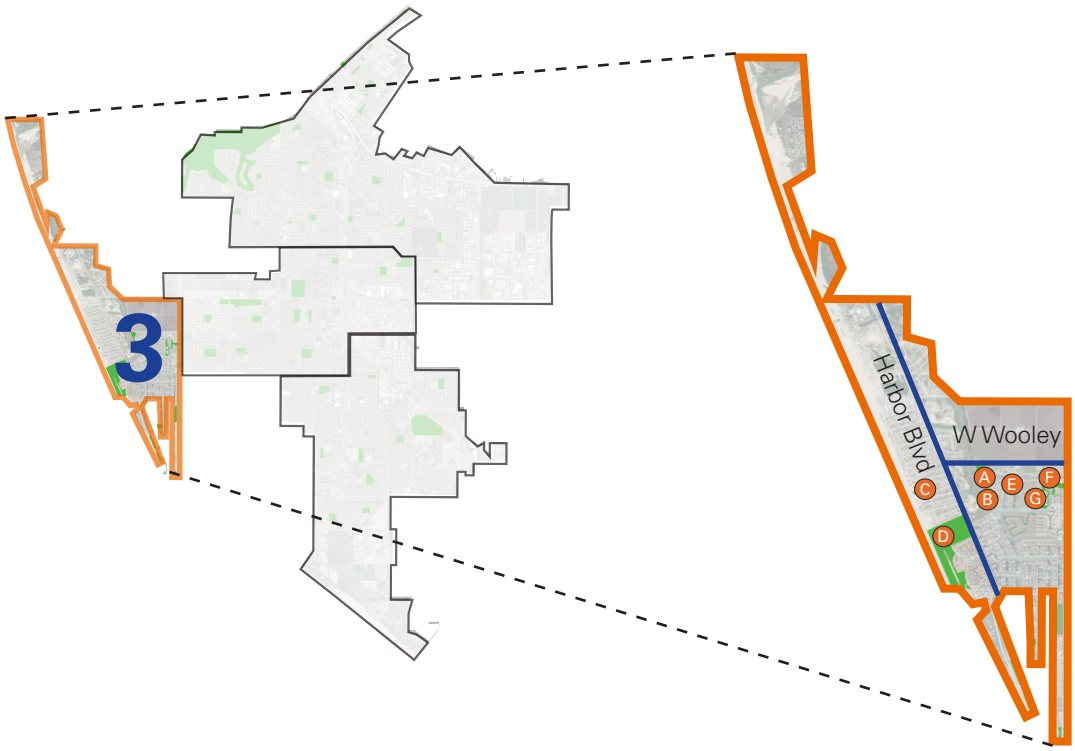
Special District Parks: 12

TOTAL ACREAGE: 88



Basketball Court at Windrow Park

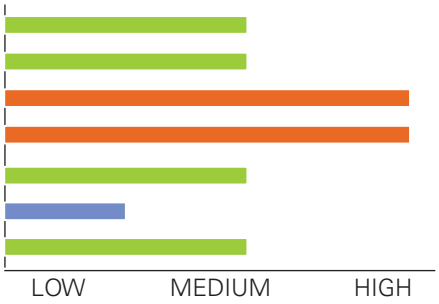
# QUADRANT 3 PARKS




## PARKS CONDITION GRADE + USAGE

| Park | Grade |
|---|---|
| A Westport Park North | B |
| B Westport Park South | B |
| C Neptune Square Park | C- |
| D Oxnard Beach Park | B |
| E Seabridge West | B |
| F Seabridge East | A |
| G Seabridge South | A |

**Usage**




**Condition Grade**
A = Excellent; B = Good; C = Fair; D = Poor; N/A = Not Applicable

**Usage**
Low = ; Medium = ; High =

Anecdotal rates determined by City staff with input from Parks, Recreation & Community Services Commission.

# PARK INVENTORY/AMENITIES

**Park Type**
GF = General Fund
SD = Special District

| | Park Type | Year Built | Acreage | Ball Diamond | Bandstand | Basketball Court | Bleachers | Crafts Building | Drinking Fountain | Exercise Stations | Horseshoes | Jogging Path | Lawn Bowling | Off Street Parking | Group Picnic Area | Picnic Areas By Reservation | Picnic Tables | Playground | Recreation Bldg. | Restrooms | Tennis Courts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Westport Park North** | SD | 2004 | 3.68 | | | | | | | X | | X | | X | | | X | 1 | | X | |
| **Westport Park South** | SD | 2004 | 1.38 | | | | | | | X | | X | | | | | | 1 | | | |
| **Neptune Square Park** | GF | 1965 | 0.3 | | | 0.5 | | | | | | | | | | | | 1 | | | 1 |
| **Oxnard Beach Park** | GF | 1989 | 57.84 | 1 | | | | | X | | | X | | X | X | 2 | X | 1 | | X | |
| **Seabridge West** | SD | | 1.18 | | | | | | | | | | | | | | X | | | | |
| **Seabridge East** | SD | 2008 | 2.79 | | | | | | X | | | X | | X | | | X | 1 | | X | 2 |
| **Seabridge South** | SD | 2008 | 1.4 | | | | | | X | X | | X | | | | | X | 1 | | X | |

**TOTALS**

General Fund Parks: 2

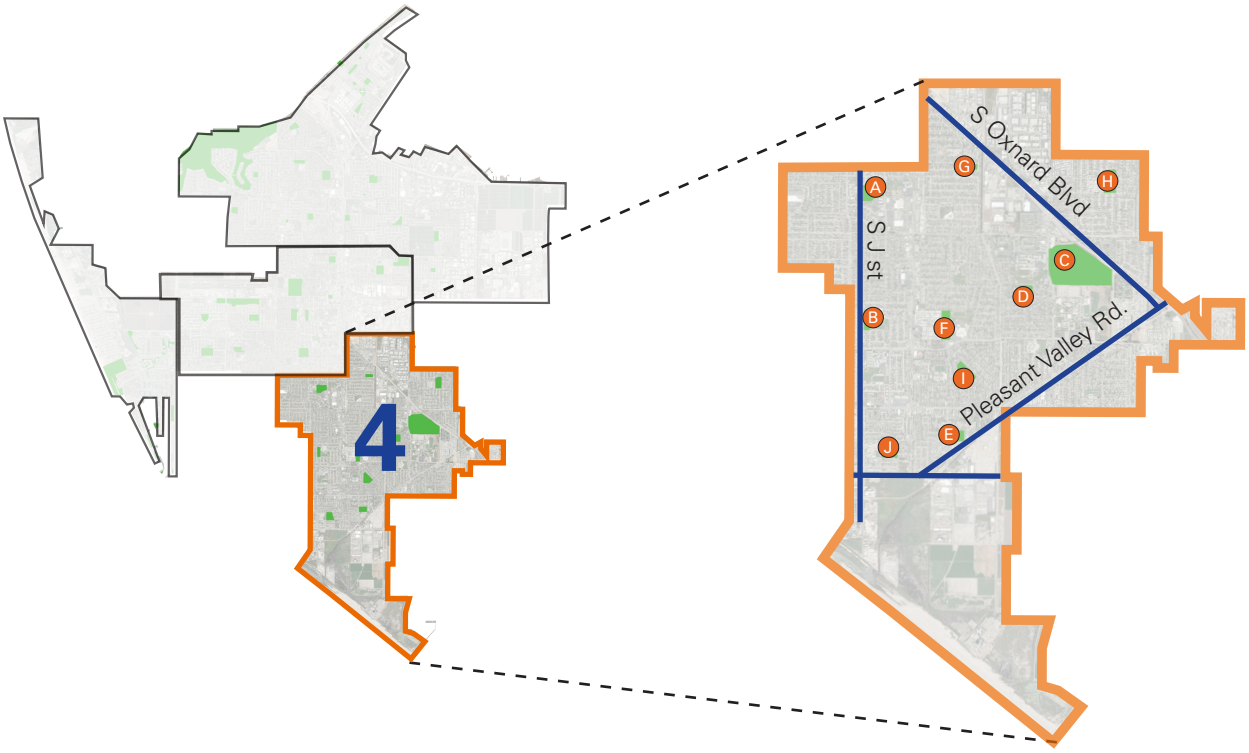
Special District Parks: 5

TOTAL ACREAGE: 69



Walking Path at Oxnard Beach Park: Image - Californian Beaches website

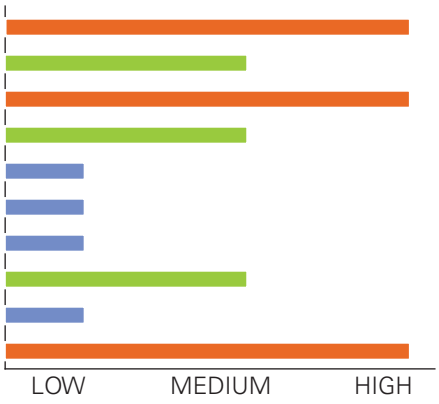
# QUADRANT 4 PARKS




## PARKS CONDITION GRADE + USAGE

| Park | Grade |
|---|---|
| A Beck Park | D+ |
| B Carty Park | C |
| C College Park | B+ |
| D College Estates Park | C |
| E Garden City Acres Park | B- |
| F Johnson Creek Park | D |
| G Lathrop Park | B- |
| H Lemonwood Park | C |
| I Pleasant Valley Park | C- |
| J Southwinds Park | C+ |

**Usage**




**Condition Grade**
A = Excellent; B = Good; C = Fair; D = Poor; N/A = Not Applicable

**Usage**
Low = ; Medium = ; High =

Anecdotal rates determined by City staff with input from Parks, Recreation & Community Services Commission.

# PARK INVENTORY/AMENITIES

**Park Type**
GF = General Fund
SD = Special District

| | Park Type | Year Built | Acreage | Ball Diamond | Bandstand | Basketball Court | Bleachers | Crafts Building | Drinking Fountain | Exercise Stations | Horseshoes | Jogging Path | Lawn Bowling | Off Street Parking | Group Picnic Area | Picnic Areas By Reservation | Picnic Tables | Playground | Recreation Bldg. | Restrooms | Tennis Courts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beck Park** | GF | 1956 | 9.87 | 2/1 | | 1.5 | X | | X | | | | | X | X | | X | 1 | | X | |
| **Carty Park** | GF | 1967 | 4.08 | 2 | | | X | | X | | | | | | | | X | 1 | | X | |
| **College Estates Park** | GF | 1985 | 6.53 | 1 | | 1 | | | X | | | | | | X | | X | 1 | | X | 1 |
| **Garden City Acres Park** | GF | 2007 | 6 | | | 1 | | | X | X | | X | | X | | | X | 1 | | X | |
| **Johnson Creek Park** | GF | 1978 | 8.59 | 3/1 | | | X | | X | | | | | | X | | X | 1 | | X | |
| **Lathrop Park** | GF | 1960 | 2.96 | | | 1 | | | X | | | X | | | X | | X | 1 | | | 2 |
| **Lemonwood Park** | GF | 1978 | 9.43 | 1 | | 1 | | | X | | | X | | | X | | X | 1 | | X | 2 |
| **Pleasant Valley Park** | GF | 1977 | 9.61 | | | 2 | | | X | | | | | | X | | X | 1 | | X | 1 |
| **Southwinds Park** | GF | 1979 | 7.68 | 1 | | 2 | | | X | X | X | X | | | X | | X | 2 | X | X | |
| **College Park** | GF | 2000 | 71.92 | | | 3.5 | | | X | | X | | | X | X | X | X | 2 | | X | |

**TOTALS**

General Fund Parks: 10

Special District Parks: 0

TOTAL ACREAGE: 137



Playing hockey at Lemonwood Park: Image - Lemonwood School Twitter

# Comparative Cities*

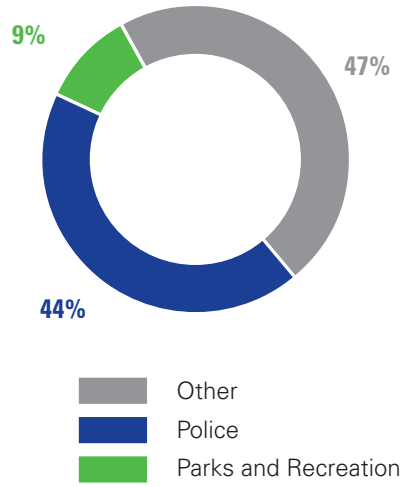
The Project team compared Oxnard's expenditures to that of nearby cities to understand how Oxnard differed from its neighbors.

There was a marked difference in percent spent on parks and recreation through the combined efforts of each cities' and their park districts' expenditures (including bonds and grants).

On average, Oxnard spends about 10% less on parks and recreation than other nearby municipalities, and about 10% more on police. Additionally, Oxnard spends less per person on parks and recreation than the four comparative cities.

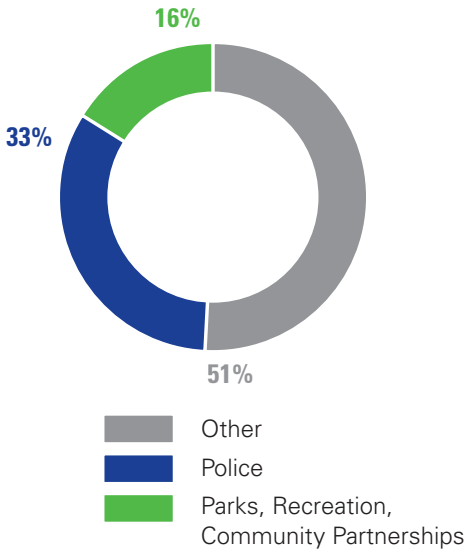
## EXPENSES

Oxnard




**P&R EXPENDITURES $105.60 PP**

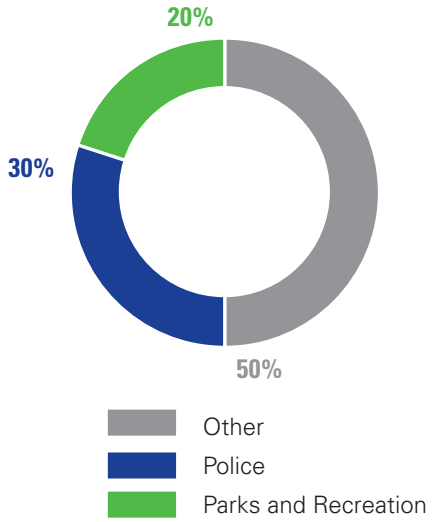
Ventura




**P&R EXPENDITURES $215.43 PP**

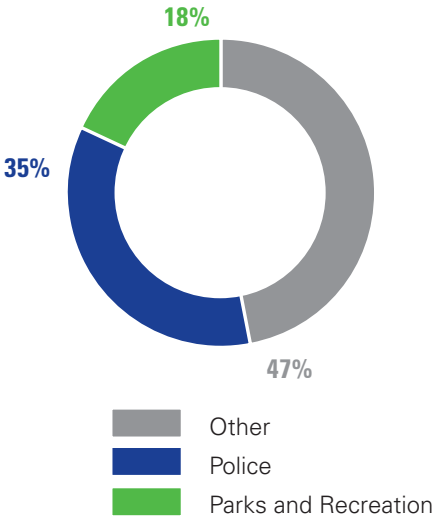
*Unless otherwise noted, all data used is from ESRI Business Analyst, 2018.

Thousand Oaks



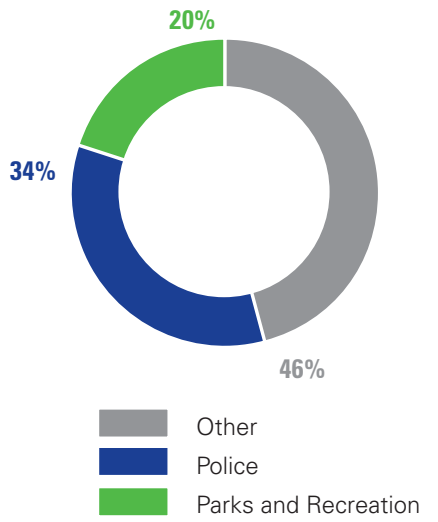

**P&R EXPENDITURES**
**$164.73 PP**

Camarillo




**P&R EXPENDITURES**
**$132.49 PP**

Simi Valley

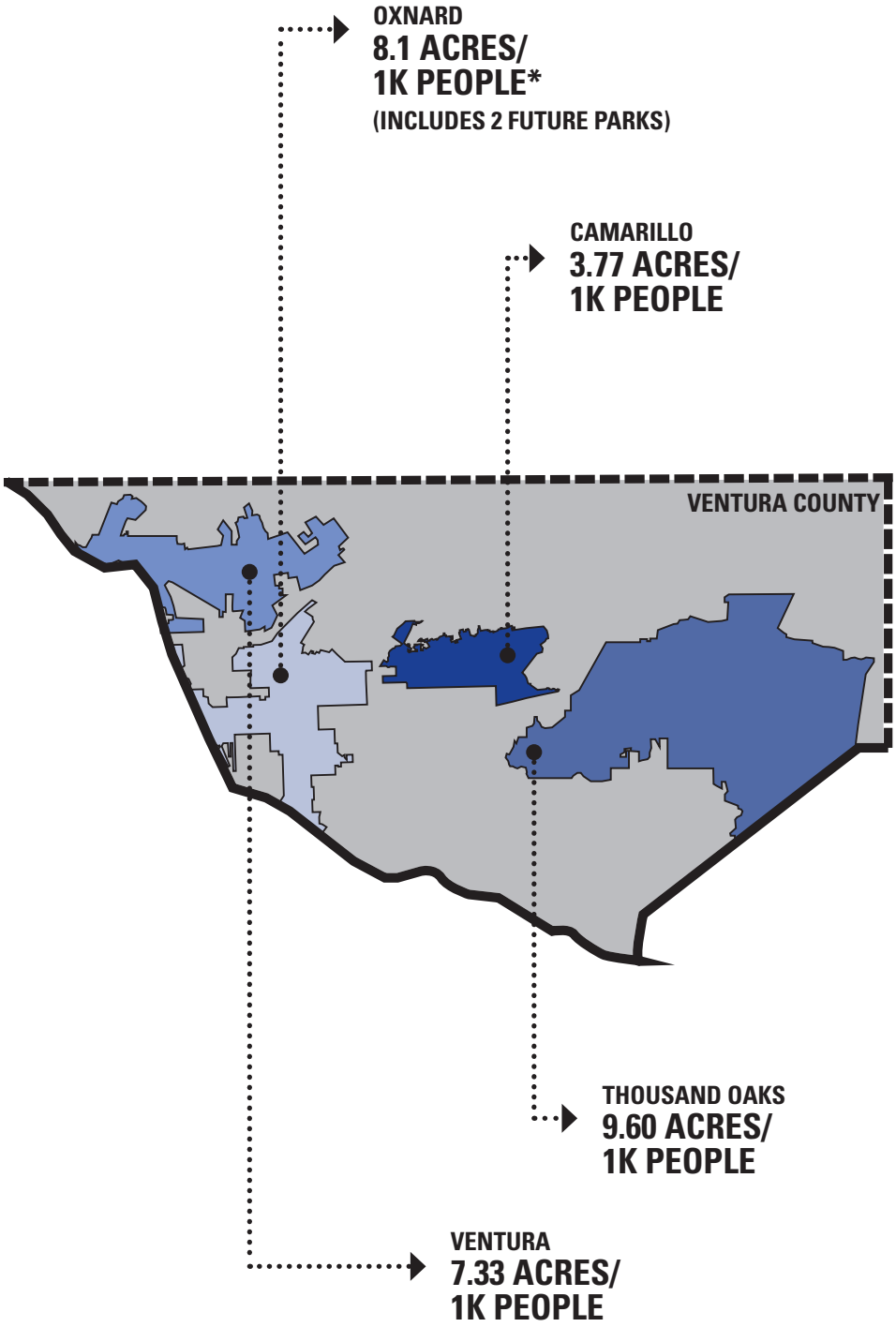



**P&R EXPENDITURES**
**$274.01 PP**

*City of Oxnard FY2018-19 Budget & General Fund*
*General Funds for City of Thousand Oaks, Simi Valley, Camarillo & Ventura*

# Comparative Park Profiles

The California State recommendation for the number of park acres in a city is "3 acres per 1,000 residents" (National Recreation and Parks Association). The following section analyzes how Oxnard's existing park acreage compares with surrounding cities in Ventura County and California recommendations. For information about how the beaches impact level of service, please reference the Oxnard General Plan. The City has made progress in developing recreation opportunities for residents in recent years, which has positively impacted the amount of facilities and space available per person.




**NATIONAL RECREATION & PARKS ASSOCIATION (NRPA) PARK STANDARDS**

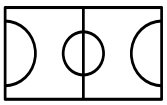
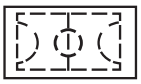
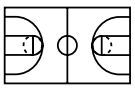
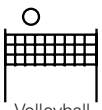
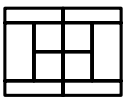
The NRPA recognizes three approaches to calculating park space standards:

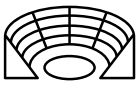
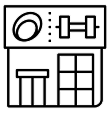
1. Total park and recreation space as expressed in a population ratio such as acres per 1,000 people. This approach is based on desired service level goals for parks facilities (acres population), and may be modified by factors such as service area and density.
2. Percentages of area devoted to park and recreation land and open space in a given community or jurisdiction.
3. Needs determined by user characteristics or demand projections.

**Oxnard park acreage per 1,000 people per 2030 General Plan:*

- *Traditional city and county parks, beaches, golf course and parks under construction total approximately 1,637 acres, providing a ratio of 8.1 acres per 1,000 residents.*
- *Considering only City owned and managed traditional park space, as shown in the four quadrants in this master plan, the ratio is 2.39 acres/1,000 residents.*

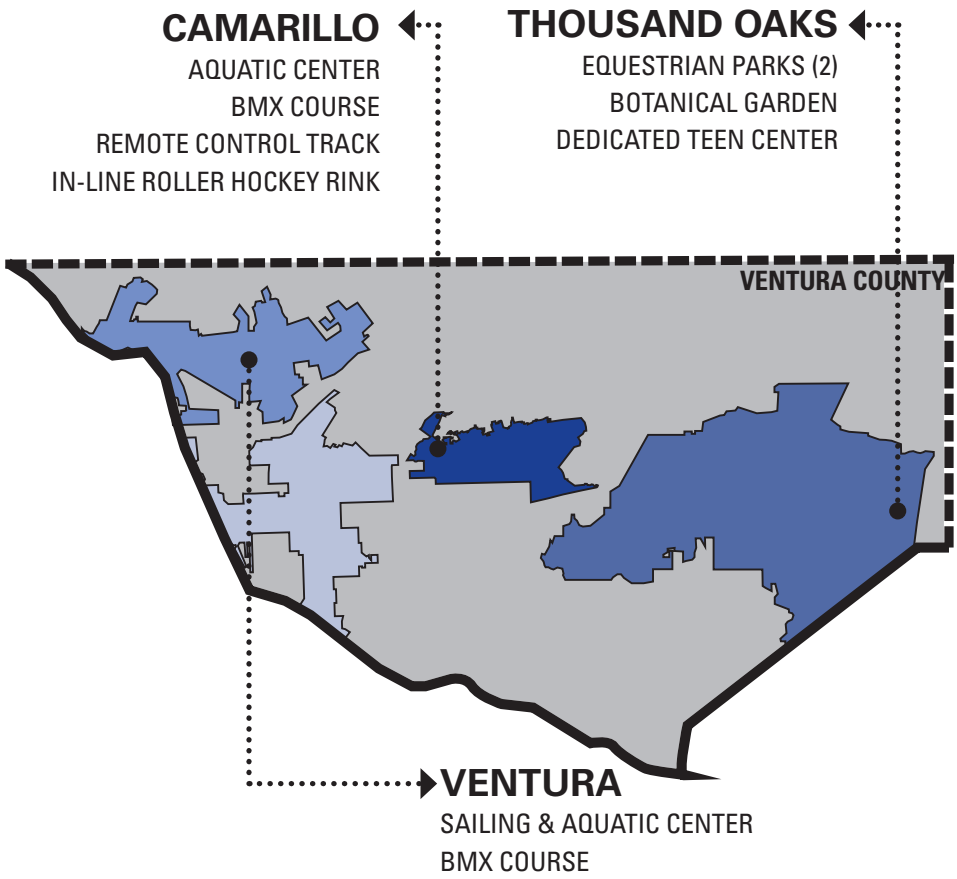
# Recreation Comparison: Facilities Per 10K Residents

| Total Oxnard Facilities / Additional Facilities Needed per NRPA Standards | | Oxnard | Ventura | Camarillo | Thousand Oaks | NRPA AVERAGE* |
|---|---|---|---|---|---|---|
| 48<br>9 |  Playgrounds | **2.31 | 1.9 | 4.0 | 3.4 | 2.7 |
| 8<br>16 |  Soccer Fields | **.38 | .27 | 1.5 | 2.7 | .76 |
| 37<br>- |  Ball Fields | 1.78 | 1.5 | 3.0 | 2.6 | .49 |
| -<br>27 |  Multi-Use Fields | **0 | 1.6 | .88 | .08 | 1.3 |
| 47<br>- |  Basketball Courts | 2.24 | .82 | .66 | 2.4 | 1.4 |
| 15<br>- |  Volleyball Courts | .72 | .09 | 1.0 | 1.2 | .57 |
| 34<br>- |  Tennis Courts | 1.64 | 1.9 | 3.2 | 1.6 | .57 |
| 3<br>**2 |  Dog Parks | .14 | .18 | .44 | .31 | .22 |
| 1<br>5 |  Swimming Pool | .05 | AC | AC | .23 | .28 |

| Total Oxnard Facilities / Additional Facilities Needed per NRPA Standards | | Oxnard | Ventura | Camarillo | Thousand Oaks | NRPA AVERAGE* |
|---|---|---|---|---|---|---|
| -<br>4 |  Amphitheaters | **0 | .09 | .15 | .16 | .18 |
| 3<br>4 |  Community Gardens | .14 | .18 | 0 | .08 | .33 |
| 1<br>NA |  Golf Course | .05 | .18 | 0 | 0 | N/A |
| 2<br>5 |  Gymnasiums | .10 | CC | .15 | CC | .33 |
| 3<br>1 |  Senior Centers | .14 | .09 | .15 | CC | .18 |
| 4<br>- |  Youth/Teen Centers | **.19 | 0 | 0 | .08 | .18 |
| 1<br>1 |  Art Centers | **.05 | 0 | 0 | .08 | .09 |
| 37<br>NA |  % of Parks with Restrooms | 64% | 67% | 44% | 61% | NA |

AC = Pool in Aquatic Center
CC = In Community Center
** = Below NRPA Average

# Duplication of Service Analysis




A duplication of service analysis (program gap analysis) was conducted for several services the Parks & Recreation Divisions offer. In order to understand any overlaps or duplications of service in Oxnard and the serviceable region, an inventory of the following programs was prepared:

- In-house programs run by the Parks Division
- Programs that are outsourced or co-sponsored with partners using Parks Division facilities
- Similar external service providers at non-Division facilities

National and regional programming trends were also analyzed. All nearby communities provide several options for youth and adult recreation, and a varying range of senior programs. Additional sports opportunities, mostly for youth, are provided locally by other organizations, such as the American Youth Soccer Organization. Basic programs, like soccer, baseball, and summer camps are duplicated across communities. Local demand is enough to support similar or identical programs; however, several specialized facilities are particular to one or two cities. These may not have as much local demand and are more likely to incentivize people to travel further for them. Specialized facilities, as seen in the graphic on this page, in the nearby comparison communities include:

- Four equestrian parks (two in Thousand Oaks, two in Simi Valley)
- BMX courses (one each in Camarillo and Simi Valley)
- Aquatic facilities (Ventura's Sailing Center &Aquatic Center)
- Community pool in Rancho Simi
- Shared pools for aquatics classes in Thousand Oaks; Camarillo's Aquatic Center)
- Botanical Garden (Thousand Oaks)
- Dedicated Teen Center (Thousand Oaks/Conejo)
- Remote Control Track (Camarillo)
- Skate park (Camarillo, Ventura)
- In-line roller hockey rink (Camarillo)

The project team recommends that Oxnard focus on providing facilities that meet the highest need for Oxnard residents, even though these may duplicate some services provided by other communities. Providing these facilities will allow residents to fully reap the benefits of local recreation, without having to travel far or pay an non-resident fee. Such facilities include additional soccer fields, another swimming facility[1], and a flexible indoor recreation facility. More detailed descriptions appear in the Recommendations chapters of the Master Plan.

1 Even though the Recreation Division provides programming at the Colonia Pool during the summer months in the form of swim lessons, there is still a need for additional swimming facilities and programming.

# Fee Analysis

Overall, Oxnard's fees are similar to the comparison cities, but there are several items that neighboring cities charge for that Oxnard does not. These represent opportunities for Oxnard to collect additional revenue. For example, Oxnard does not charge for most park picnic area reservations. In contrast, the comparison cities either charge an hourly rate and an administrative/ processing fee or just a processing fee. The project team recommends that Oxnard models its fees after other cities. Oxnard should implement at least a processing fee associated with any reservations and could also charge a small fee for minor permits. Rates should be lower than the comparison cities, as Oxnard has a lower average income than the comparison communities and does not want to discourage residents from filling reservations and permits. Oxnard could also look to charge an "Opening/Closing Fee" for rentals outside of typical business hours (as does Camarillo's Pleasant Valley Recreation and Park Association) or a "Restroom Cleaning Fee" for tournaments on City fields (as does Ventura).

Oxnard's programming fees are more on par with the comparison cities. The exception is youth sports, with Oxnard being cheaper than other cities. Oxnard's non-resident fee is also lower than the neighboring cities. The City could look to increase the charge to a $5 or 20% non-resident registration fee, whichever is greater, and not to exceed $20.



# Market Analysis of Comparison Cities

While Oxnard is not in as strong of a spending position, it has more opportunities for growth. In particular, there is potential for business growth, which will help bring in additional revenue to the City. Oxnard has fewer businesses than Ventura and Thousand Oaks, even though Oxnard has more people. The City also has a lower ratio of employees to residents than all comparison cities.

The project team believes Oxnard has the potential to make money with food and concessions in parks. About 90% of residents went to a fast-food or drive-in restaurant in the past six months, while about 71% of residents visited a family restaurant or steakhouse in the past six months. Fine dining is not as popular, with only about 9% going to a fine dining restaurant in the past month. Take-out is the most popular option for fast-food/drive-in restaurants. Fast food is slightly more popular for lunch and on weekdays than for dinner and on weekends (46%/53% compared to 42%/47%). Family restaurants and steakhouses are more popular for dinner and on weekends. **This data suggests putting in a city-run or city-contracted fast food option in the most popular parks would be financially successful.**




Shake Shack is a popular spot + funding source for New York City's Madison Square Park.

| | OXNARD | VENTURA | CAMARILLO | THOUSAND OAKS |
|---|---|---|---|---|
| **POP.** | 210,000 RESIDENTS | ~110,000 RESIDENTS | ~68,000 RESIDENTS | ~128,000 RESIDENTS |
| **LAND AREA*** | 26.89 SQ MILES | 21.66 SQ MILES | 19.53 SQ MILES | 55.03 SQ MILES |
| **MEDIAN** HOUSEHOLD INCOME** | $68,303 | $76,076 | $92,913 | $105,485 |

## TOTAL BUSINESSES & EMPLOYEES

| OXNARD | VENTURA | CAMARILLO | THOUSAND OAKS |
|---|---|---|---|
| 4,827 BUSINESSES | 6,253 BUSINESSES | 3,508 BUSINESSES | 7,177 BUSINESSES |
| 55,177 EMPLOYEES | 61,502 EMPLOYEES | 35,157 EMPLOYEES | 72,724 EMPLOYEES |
| 26 EMPLOYEES PER 100 RESIDENTS | 55 EMPLOYEES PER 100 RESIDENTS | 50 EMPLOYEES PER 100 RESIDENTS | 56 EMPLOYEES PER 100 RESIDENTS |

## OCCUPATION

| OXNARD | VENTURA | CAMARILLO | THOUSAND OAKS |
|---|---|---|---|
| 39% BLUE COLLAR | 17% BLUE COLLAR | 13% BLUE COLLAR | 10% BLUE COLLAR |
| 43% WHITE COLLAR | 64% WHITE COLLAR | 70% WHITE COLLAR | 74% WHITE COLLAR |
| 18% SERVICES | 19% SERVICES | 17% SERVICES | 16% SERVICES |

## MATERIAL OWNERSHIP

| OXNARD | VENTURA | CAMARILLO | THOUSAND OAKS |
|---|---|---|---|
| 82% OWN/LEASE A VEHICLE | 86% OWN/LEASE A VEHICLE | 91% OWN/LEASE A VEHICLE | 91% OWN/LEASE A VEHICLE |
| 65% OWN A COMPUTER | 72% OWN A COMPUTER | 82% OWN A COMPUTER | 86% OWN A COMPUTER |
| 85% OWN A SMARTPHONE | 86% OWN A SMARTPHONE | 86% OWN A SMARTPHONE | 89% OWN A SMARTPHONE |

## 2019 ENTERTAINMENT/RECREATION CONSUMER SPENDING

| OXNARD | VENTURA | CAMARILLO | THOUSAND OAKS |
|---|---|---|---|
| $ | $ $ | $ $ $ | $ $ $ $ |
| $163 MILLION TOTAL $780/RESIDENT | $145 MILLION TOTAL $1,300/RESIDENT | $119 MILLION TOTAL $1,690/RESIDENT | $252 MILLION TOTAL $1,930/RESIDENT |

Above information from ESRI Business Analyst, 2019.
*Area information from Census.gov Quick Facts (2010).
**Median Household Income from Census.gov Quick Facts (2014-2018 in 2018 dollars).

# Park & Open Space Coverage

Oxnard is fortunate enough to be surrounded by many natural features such as the Santa Clara River, Topatopa Mountains, and Ormond Beach. What's disappointing is that these places aren't easily accessible. The Focus Groups and the community expressed a desire to engage with these places more and even try to bring naturalized landscapes into city parks. Having more "wild" areas in parks would increase the educational potential and make them more engaging.

The project team applied the national standards of distance to parks to evaluate which areas of the City were "park poor." This national standard sets guidelines for service range based on the size of the park. The reasoning is that larger parks serve more people, so they should have a more significant influence area. According to this standard, several neighborhoods around Oxnard could use additional parks for full coverage. The City should consider acquiring some of the vacant lots in these areas to develop into parks, when and if resources become available. Until then, Oxnard should focus on park poor averages and alternative options for parks as seen in the Section 5 - Goal 2: Parks with More Amenities to Serve a Diverse Community.



Oxnard has many nearby natural features, such as the Santa Clara River & Ormond Beach that are not utilized for recreation. There is potential for creating more recreational opportunities associated with these features.



Oxnard's parks lack aesthetic diversity and programming; basically, most parks look dull and uninspiring. This lack of visual interest contributes to the perception that there is a lack of park space and few facility offerings.



# Park Conditions

The condition of Oxnard's parks, as a whole, is below standards. The project team witnessed this first hand and heard it from many community members. Broken equipment, overflowing trash cans, and dirty restrooms were common complaints. Additionally, the City is currently mowing turf once a month in 2019/2020 due to budget shortfalls.



Durley Park



Colonia Park



Colonia Park

Poorly maintained parks aren't only challenging to use, but they also erode community pride and diminish stewardship. That is, the less the community feels the City is investing in their parks, the less they will invest in them as well. The result is more and more degradation. Conversely, when a park is neat and tidy, community members are more likely to go out of their way to pick up errant trash or treat the equipment with care. For this reason, improving park maintenance should be one of the City's highest priorities.



Wilson Park



Wilson Park



Eastwood Park

# Existing Recreation Service Level

Oxnard is blessed to be nestled between two **mountain ranges** right next to the **beach**. With access to a variety of amenties, Oxnard also has many recreational offerings for **residents of all ages**.

From infant to teen to senior programs including City Corps, the Police Activities League and lawn bowling, the City works hard to provide residents with a range of opportunities. It's possible that the range of recreational opportunities spreads the City's resources too thin. Oxnard must find a balance between offering a variety of opportunities to a range of people without compromising fiscal responsibility.



Oxnard Seniors

# Festivals & Events In Oxnard

Oxnard might not have many festivals, but those they have are cherished. Chief among those is the Strawberry Festival. Every May since 1993, thousands of people gather in Oxnard to enjoy the 200+ arts and crafts vendors and eat strawberries at their peak! Other festivals and events include the Salsa Festival, the Tamale Festival, the Multicultural Festival, the Oxnard Jazz Festival, Insect Festival, summer movies, and food trucks and farmers' markets at Plaza Park.

All of these events offer opportunities to bring the community together and activate open space. Oxnard should work to promote and add to these events for year-round activities.




Oxnard Strawberry Festival



Salsa Festival

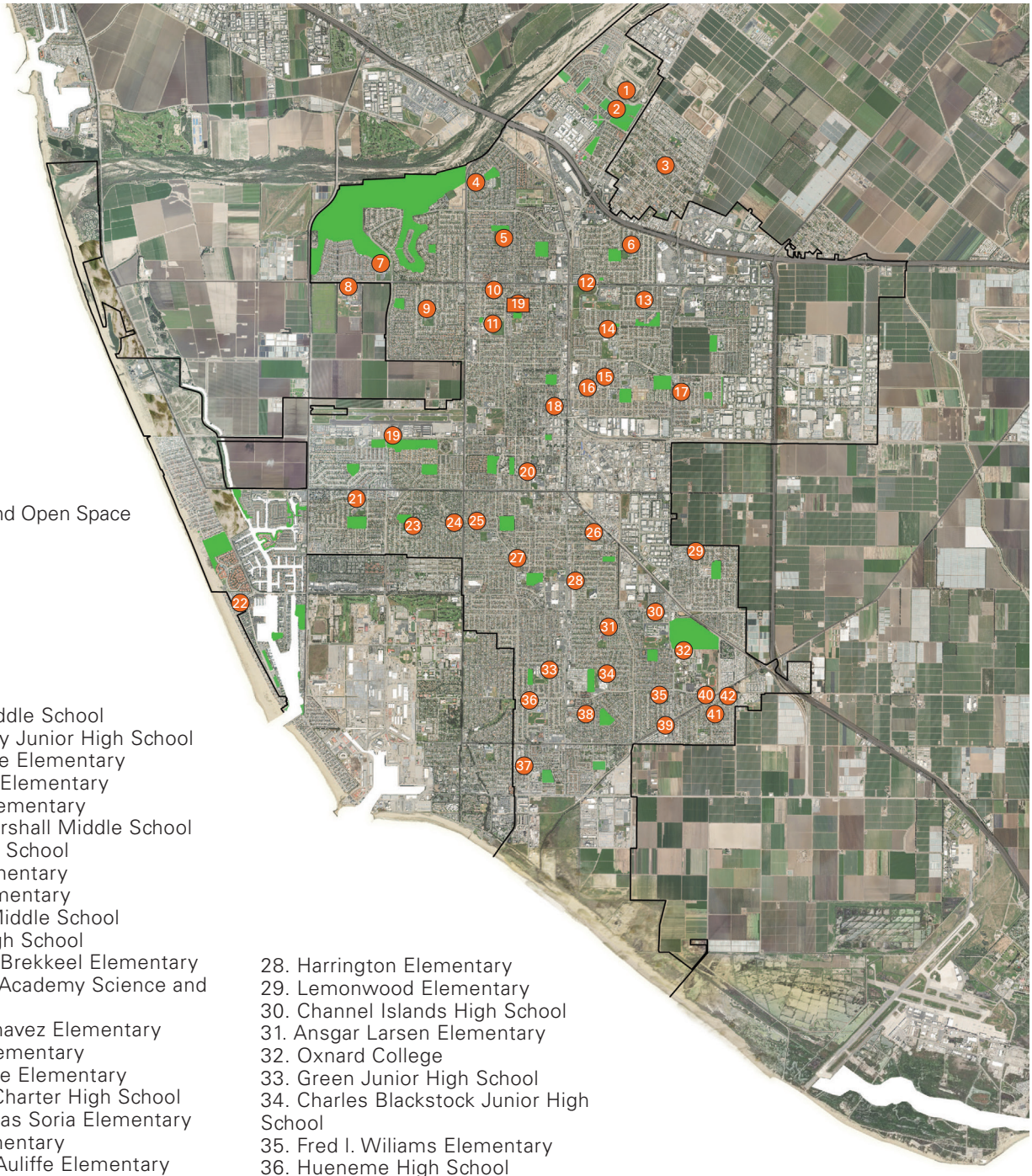



Food trucks at Plaza Park
Image Source: City of Oxnard

# Schools & Parks

Oxnard has 42 public schools distributed throughout the City. These offer potential partnership opportunities for parks and recreation in the future.

## OXNARD SCHOOL & PARK LOCATIONS

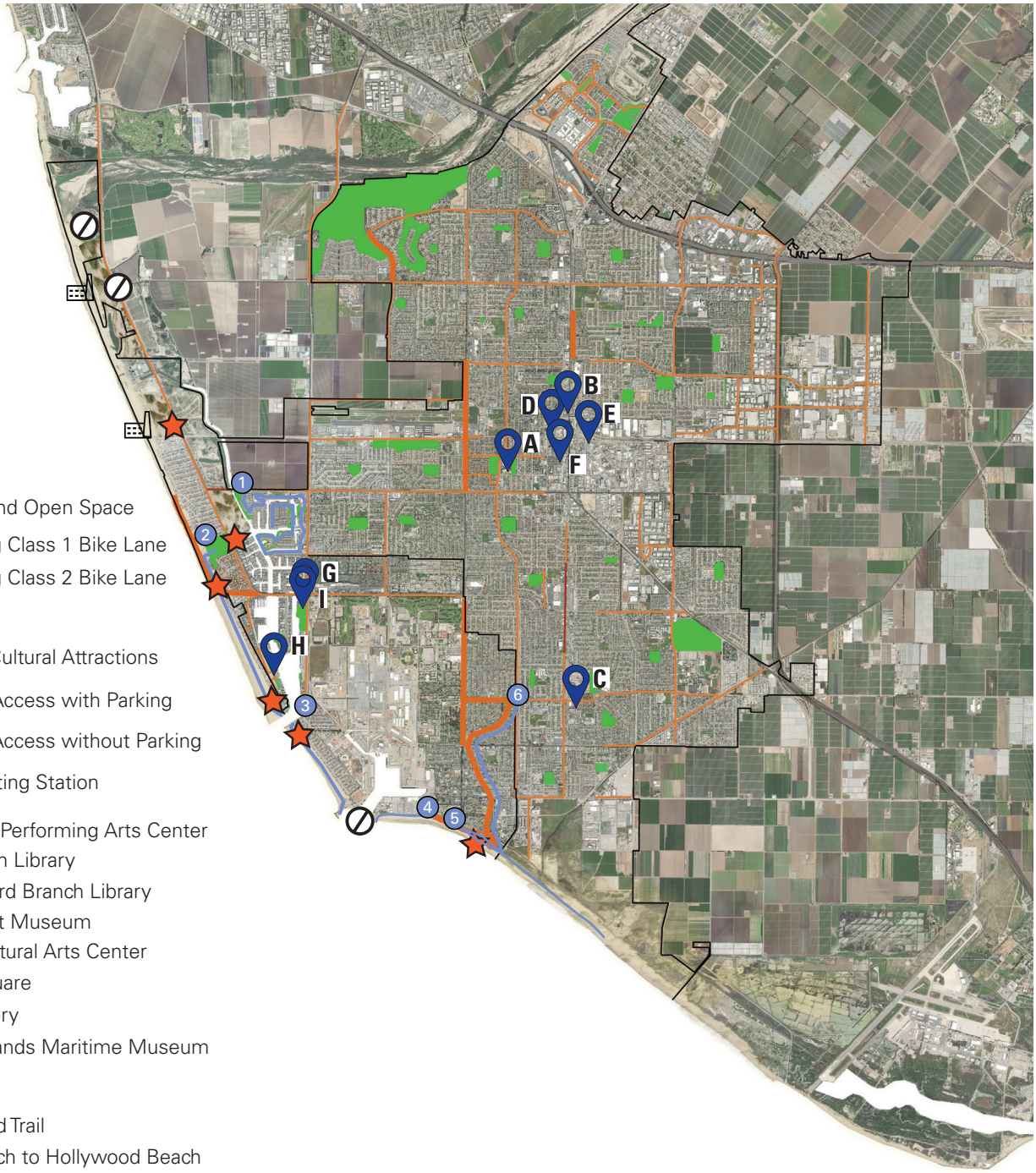



1. Rio Del Mar
2. Rio Vista Middle School
3. Rio Del Valley Junior High School
4. Rio Del Norte Elementary
5. Sierra Linda Elementary
6. Rio Lindo Elementary
7. Thurgood Marshall Middle School
8. Oxnard High School
9. Ritchen Elementary
10. Curren Elementary
11. Freemont Middle School
12. Pacifica High School
13. Norman R. Brekkeel Elementary
14. R. J. Frank Academy Science and Engineering
15. Cesar E. Chavez Elementary
16. Ramona Elementary
17. Rose Avenue Elementary
18. Vista Real Charter High School
19. Juan Lagunas Soria Elementary
20. Driffill Elementary
21. Christa McAuliffe Elementary
22. Hollywood Beach Elementary
23. Marina West Elementary
24. San Miguel Special Education
25. McKinna Elementary
26. Elm Street Elementary
27. Kamala Elementary
28. Harrington Elementary
29. Lemonwood Elementary
30. Channel Islands High School
31. Ansgar Larsen Elementary
32. Oxnard College
33. Green Junior High School
34. Charles Blackstock Junior High School
35. Fred I. Wiliams Elementary
36. Hueneme High School
37. Art Haycox Elementary
38. Julien Hathaway Elementary
39. Tierra Vista Elementary
40. Ocean View Junior High School
41. Ocean View Early Education
42. Mar Vista Elementary

# Bike Lanes, Trails & Major Destinations

The Oxnard residents who participated in the Focus Groups and community meetings agreed that improving the bike network was a way to encourage more people to visit the beach, river, and the other open space amenities Oxnard has to offer. Improved beach access should be considered in the City's mobility plan.

## EXISTING ACCESS AND CONNECTITY CONDITIONS




- Parks and Open Space
- Existing Class 1 Bike Lane
- Existing Class 2 Bike Lane
- Trail
- Major Cultural Attractions
- Beach Access with Parking
- Beach Access without Parking
- Generating Station

A. The Oxnard Performing Arts Center
B. Oxnard Main Library
C. South Oxnard Branch Library
D. Carnegie Art Museum
E. Inlakech Cultural Arts Center
F. Heritage Square
G. Studio Gallery
H. Channel Islands Maritime Museum
I. Elite Theater

1. Harbor Island Trail
2. Oxnard Beach to Hollywood Beach
3. Silver Strand Beach to La Janell Park Trail
4. Port Hueneme Lighthouse
5. Port Hueneme Beach Trail
6. Bubbling Springs Trail

Source: City of Oxnard Bicycle & Pedestrian Facilities Master Plan

# Needs Analysis

This needs analysis is **based solely on distance** from parks, but a more **comprehensive needs analysis** requires considering more factors.

Distance from parks is important, but the types of services and programming each park provides to residents are critical to the success of these parks. A neighborhood park is an easy way for people who can't afford gym memberships to get exercise; therefore, the poorer a neighborhood is, the more they need a park. High densities of trees absorb particulate matter and reduce asthma rates, so areas with high asthma rates need more trees. Green spaces absorb stormwater, so areas prone to flooding can benefit from having more parks. In terms of planning, areas anticipated to increase in population will need more parks in the future. This type of analysis allows us to think of park need in terms of park function and purpose.



Oxnard Farmers Market
Image Source: City of Oxnard

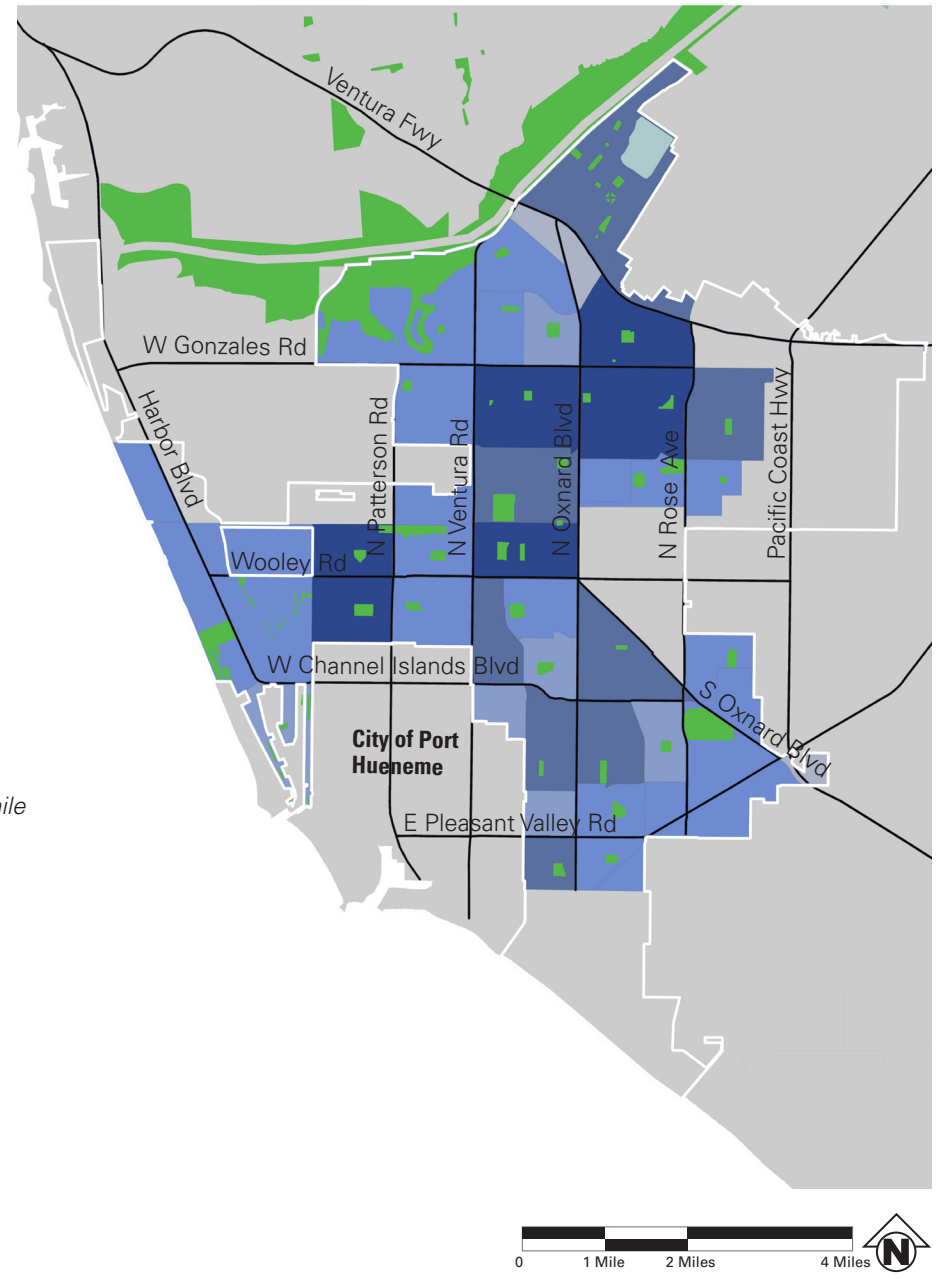
# Existing Population Density

The highest population density in Oxnard is in the northeastern neighborhoods. The higher population density identifies areas with greater park need.

**2018 Total Population by Census Tract***

- 8,000 - 16,500
- 6,000 - 8,000
- 4,000 - 6,000
- 2,000 - 4,000
- 0 to 2,000
- Parks and Open Space
- Retention Basin
- City of Oxnard Boundary

**Density measured per square mile*



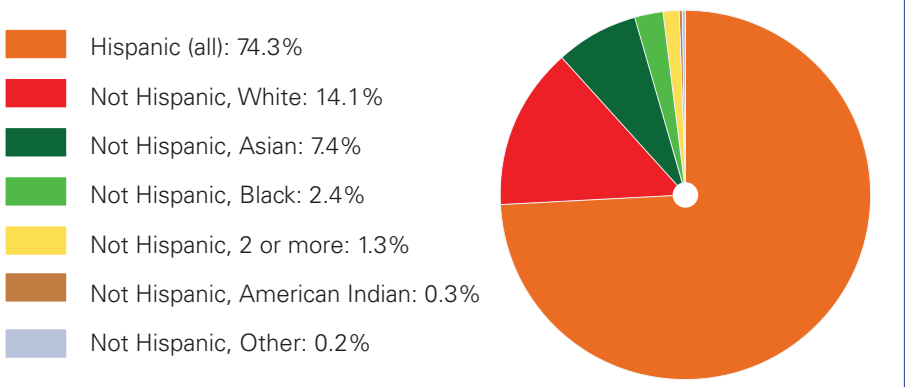

Source: 2014-2018 American Community Survey 5-Year Data by Census Tract

# DISTRIBUTION OF RACIAL POPULATIONS

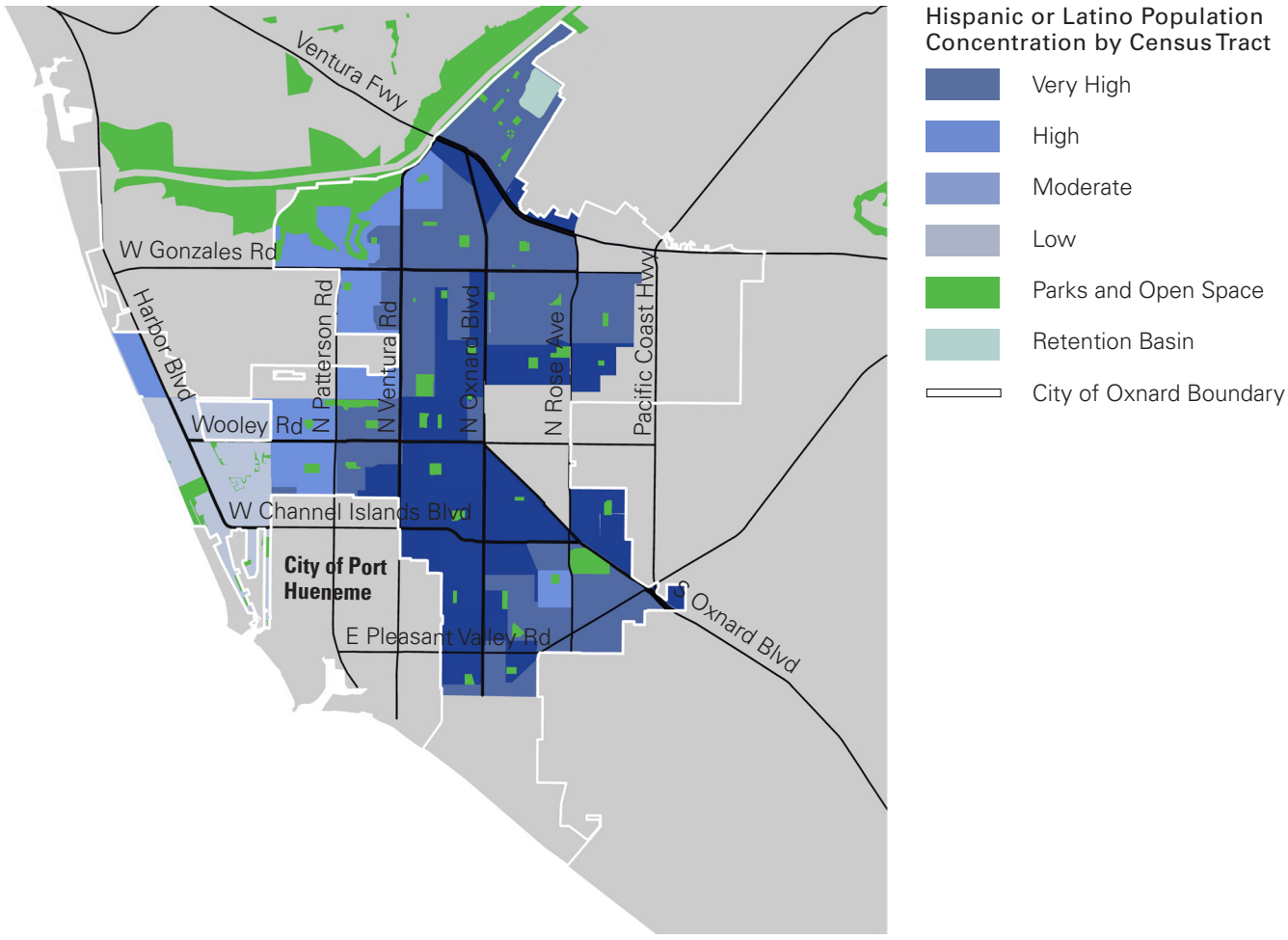
Over 74% of Oxnard's population identifies as Hispanic or Latino.

When planning for future parks and recreation programming to serve the needs of all members of the Oxnard community, ethnic and cultural backgrounds are important to take into consideration.

**American Community Survey 2018 Ethnicity Breakdown**




**Hispanic or Latino Population Concentration**

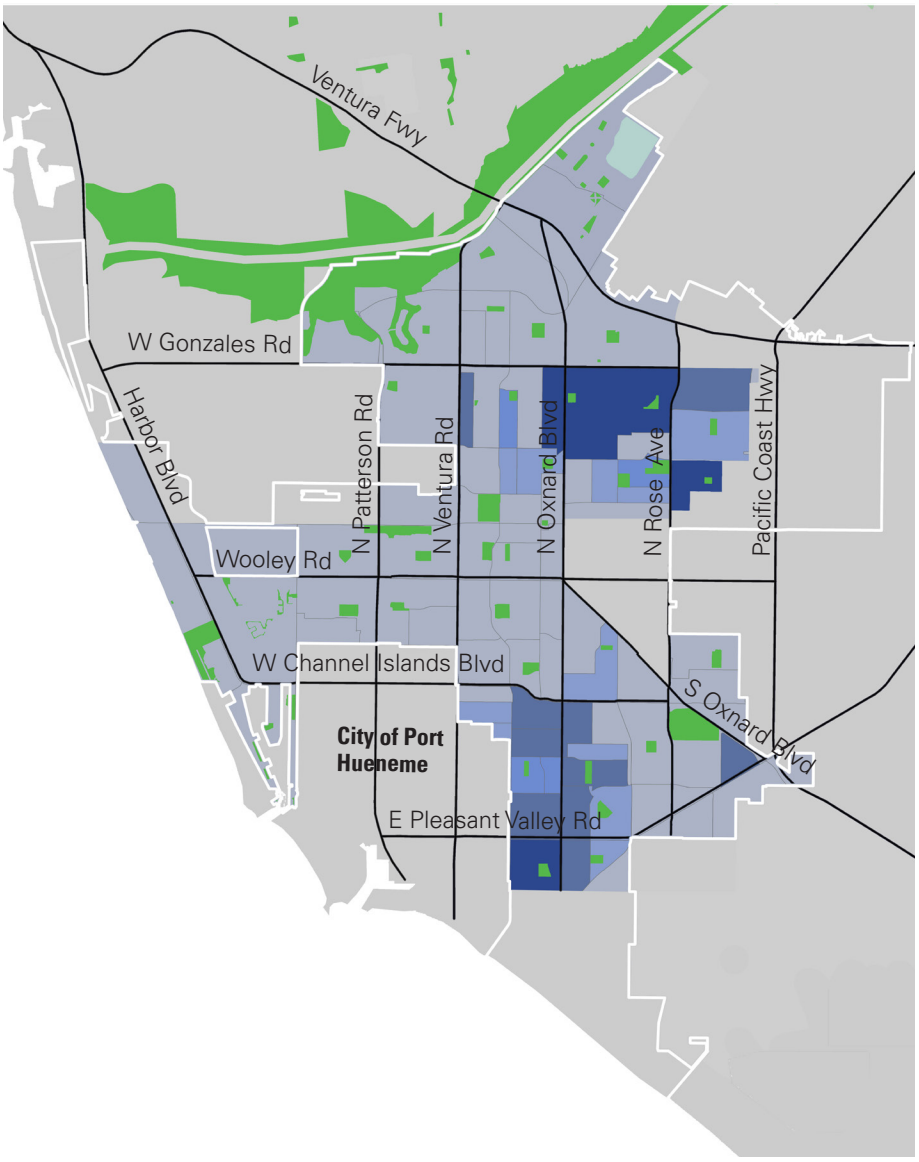


# Population Growth to 2045

According to the Oxnard General Plan Demographic Projections from May 2019, the population of Oxnard is projected to increase by ~10% from 2020 to 2045.

**2016-2045 POPULATION GROWTH BY SCAG**

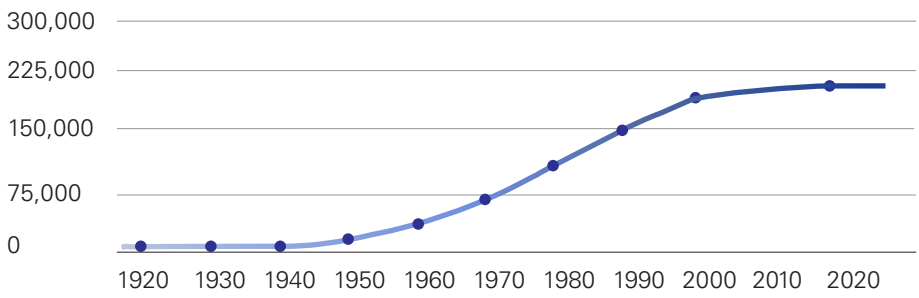
- 2100-4300
- 1001-2000
- 501-1000
- 1-500
- 0
- Parks and Open Space
- Retention Basin
- City of Oxnard Boundary




Source: 2016-2045 Change by Southern California Association of Governments (SCAG)

## HISTORIC POPULATION FROM 1920-PRESENT

Oxnard experienced steady population growth from 1950 to 2010. While the population since 2010 has slowed relative to this growth, it is consistent with state growth trends.



# NEW RESIDENTIAL/MIXED-USE DEVELOPMENT IN OXNARD

**ADOPTED RESIDENTIAL SPECIFIC PLANS**

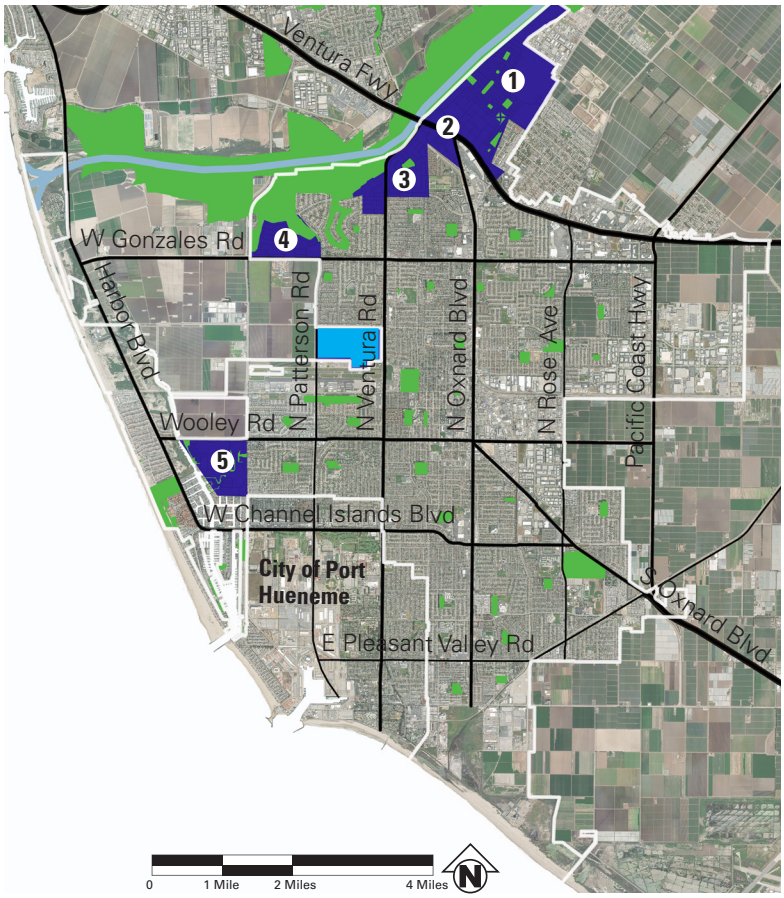
1. RiverPark
2. The Village/Wagon Wheel
3. Northwest Community
4. Northwest Golf Course Community
5. Mandalay Bay Phase IV

**PROPOSED RESIDENTIAL SPECIFIC PLANS**

Teal Club

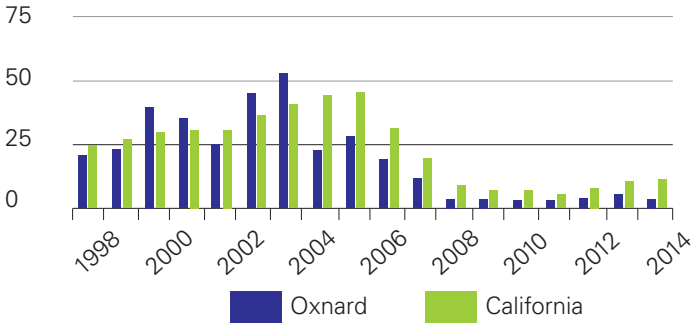
Source: Planning Report Project List, 1st Quarter 2020

Parks & Open Space

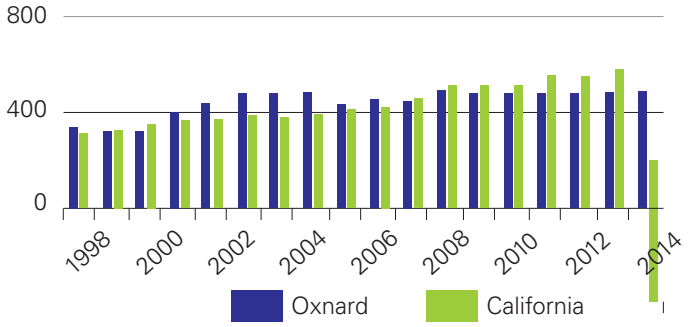



## BUILDING & HOUSING PERMITS

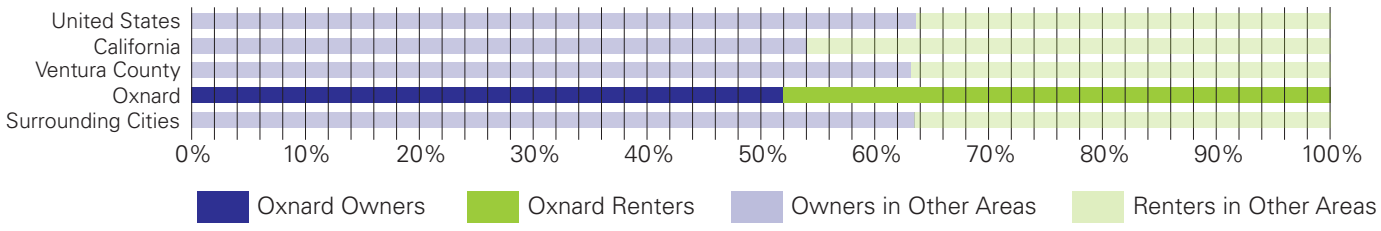
Number of Building Permits per 10,000 Residents




Average Home Cost (in $1,000's)




## HOME RENTAL VS. OWNERSHIP

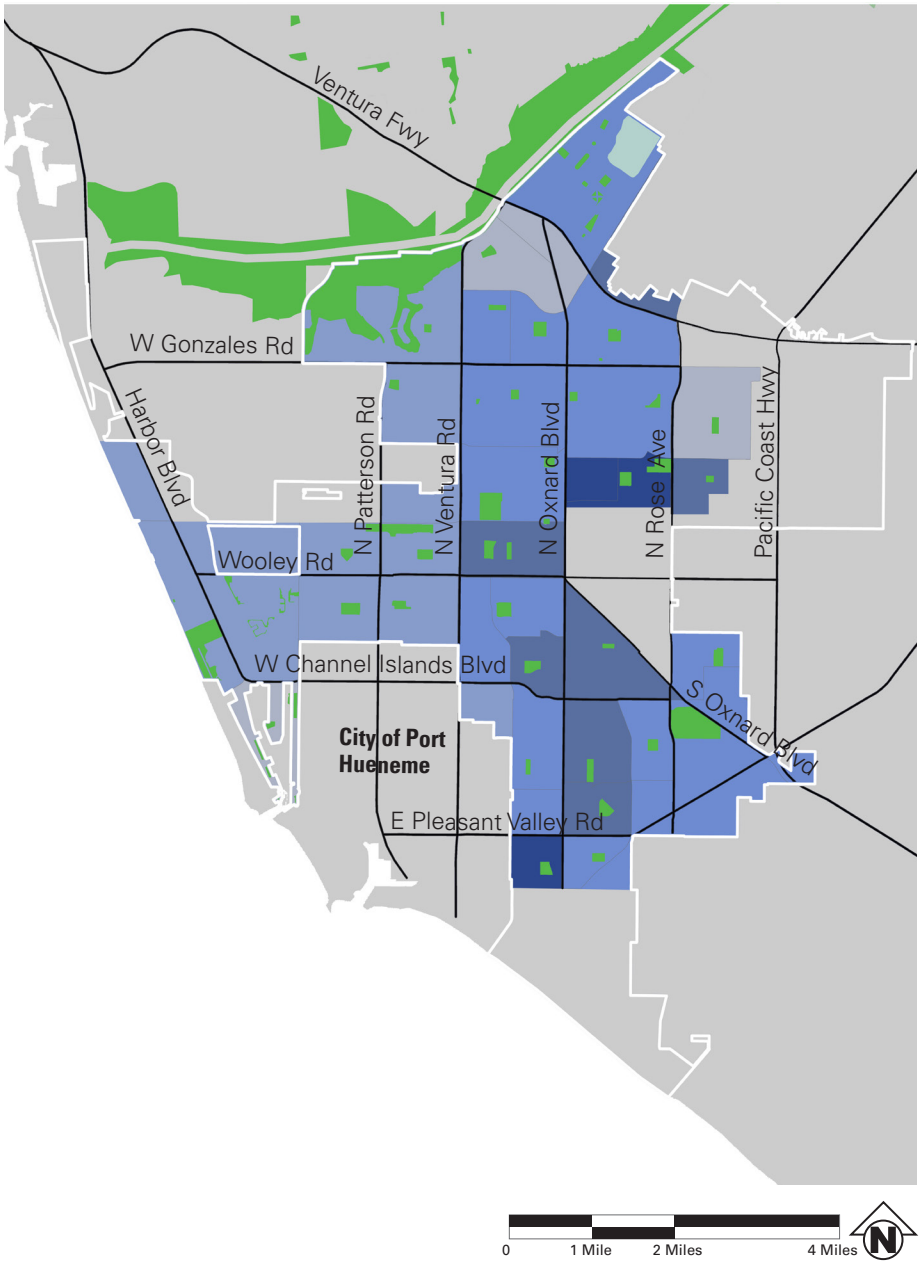



Source: www.city-data.com/city/Oxnard-California.html; datausa.io/profile/geo/oxnard-ca

# Percent of Population Below Poverty Level

Percent of Population Below Poverty Level by Census Tract

- 30-40%
- 20-30%
- 10-20%
- 5-10%
- 0-5%
- Parks and Open Space
- Retention Basin
- City of Oxnard Boundary



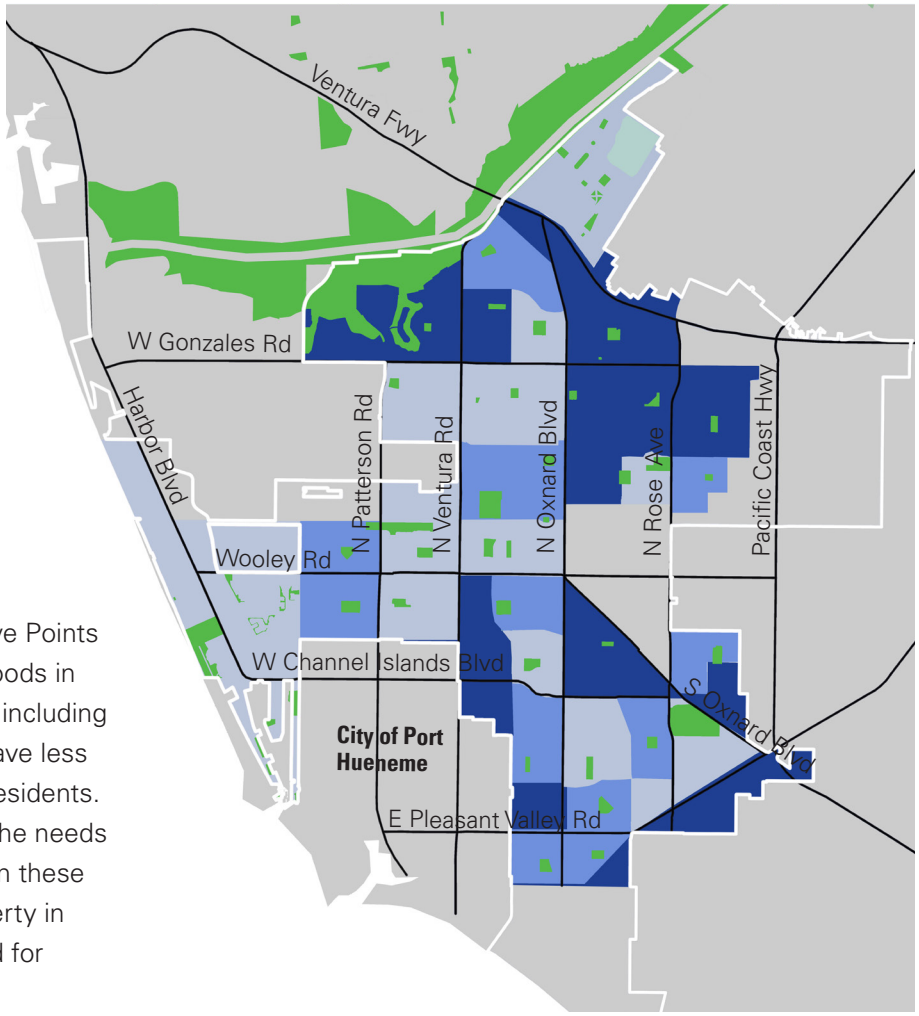

Neighborhoods on the eastern edge are in a lower income bracket than communities adjacent to the beach. This indicates need throughout Oxnard except in northwest area of the city. Lower income individuals have less dispensable resources to travel to visit a park, and are more likely to visit neighborhood parks (NRPA).

Source: 2014-2018 American Community Survey 5-Year Data by Census Tract

# Park Acres Per 1,000 Residents

Park Acres per 1,000 Residents by Block Groups

- <1 acre
- 1 to 3 acres
- >3 acres
- Parks and Open Space
- Retention Basin
- City of Oxnard Boundary




The city's most significant gap is the Five Points neighborhood. Several other neighborhoods in the center and eastern edge of the city, including Tierra Vista, Mar Vista and Redwood, have less than one acre of park space per 1,000 residents. This is not enough park space to meet the needs of the city's current population density in these areas. It is unknown at this time if property in these areas could be potentially secured for additional space.

Source: www.parksforcalifornia.org/parkaccess

## OXNARD PARK AMENITIES PER POPULATION STATISTICS

53 Parks

200,000 People

**8** Soccer Fields
Per 200,000 Residents

**47** Basketball Courts
Per 200,000 Residents

**37** Baseball Diamonds
Per 200,000 Residents

**177** Picnic Shelters
Per 200,000 Residents

**15** Volleyball Courts
Per 200,000 Residents

**48** Playgrounds
Per 200,000 Residents

**1** Public Swimming
Pool per 200,000 Residents

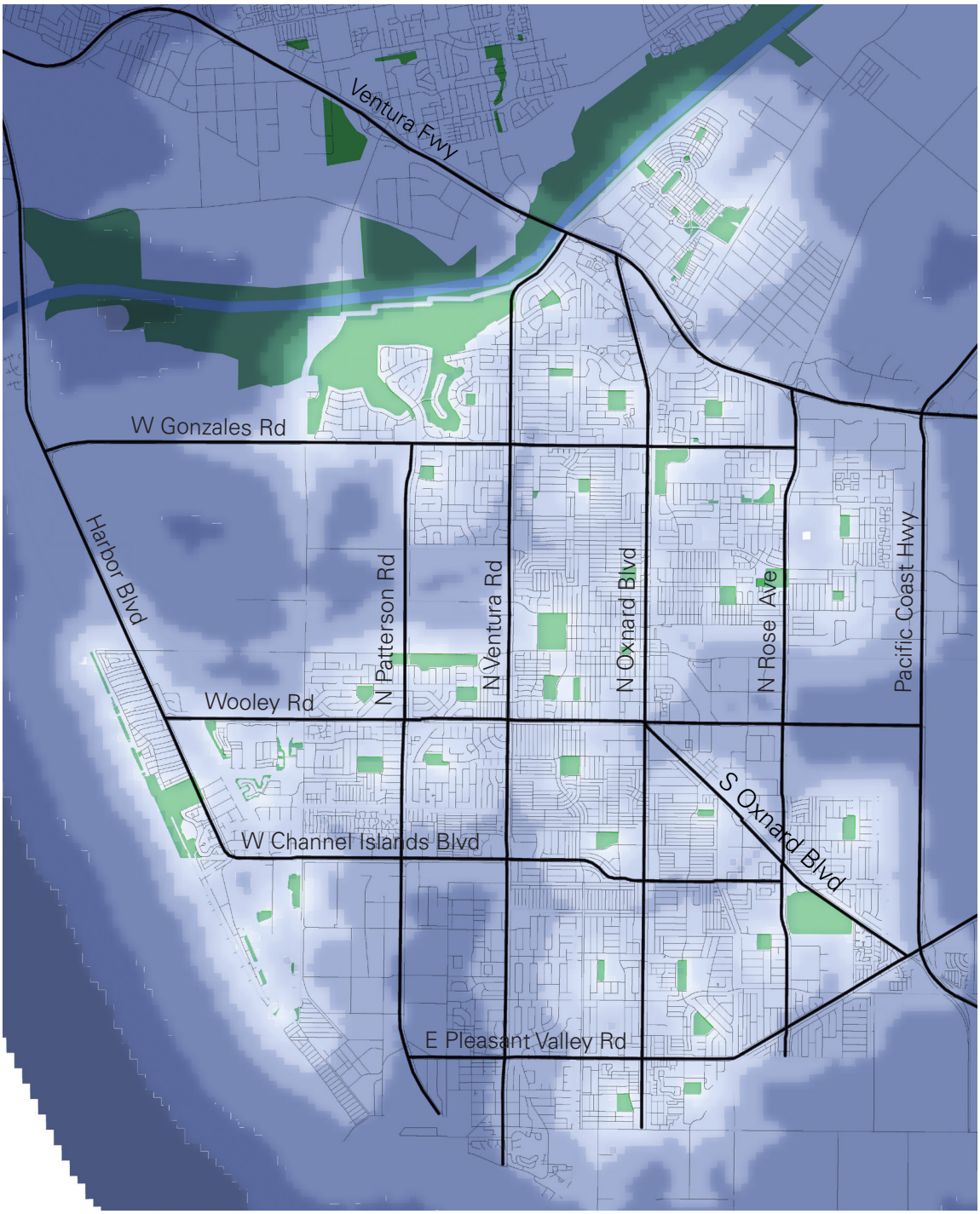
**7** Community Centers
Per 200,000 Residents

**10** Park Jogging
Paths per 200,000 Residents

**37** Park Restrooms
Per 200,000 Residents

More Detail Provided in Recreation Comparison Table

# PARK WALKABILITY FROM RESIDENTIAL COMMUNITIES




The majority of Oxnard's neighborhoods are within a half a mile walk of a park. However, some communities in the southern regions of Oxnard are closer to one mile from a park. The neighborhoods that have a higher walk time to any major park should be considered first for new parks and recreation spaces.

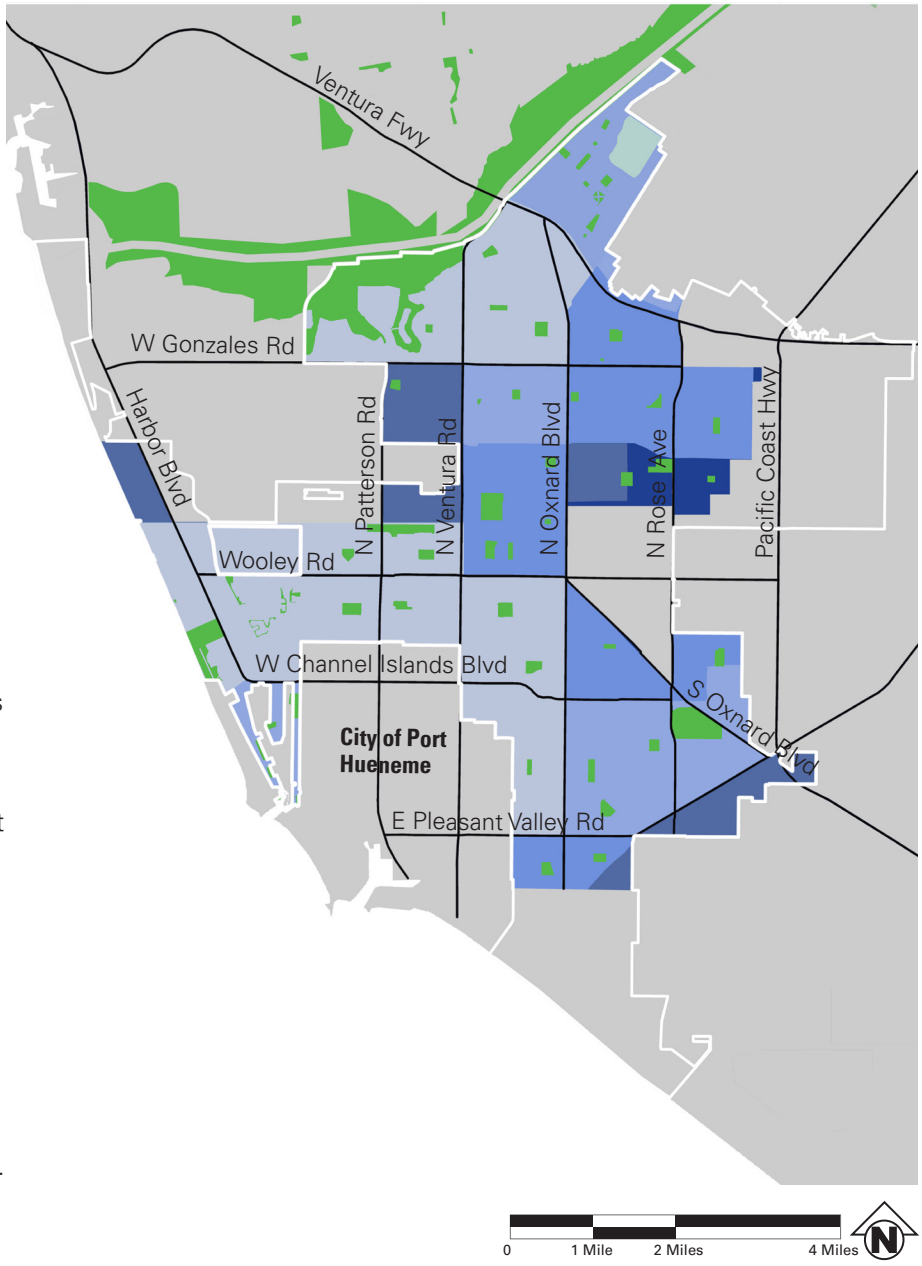
**Park Walkability in Miles**

- 0' to 100'
- 100' to 500'
- 500' to .25 mile
- .25 to .5 mile
- .5 to 1 mile
- 1 to 3 miles
- 3 to 5 miles
- 5+ miles

# CalEnviroScreen Indicates Park Need in Northwest and Southeast Areas of Oxnard

CalEnviroScreen 3.0 Results by Census Tracts

- 91% to 100%
- 71% to 90%
- 51% to 70%
- 31% to 50%
- Under 30%
- Parks and Open Space
- Retention Basin
- City of Oxnard Boundary



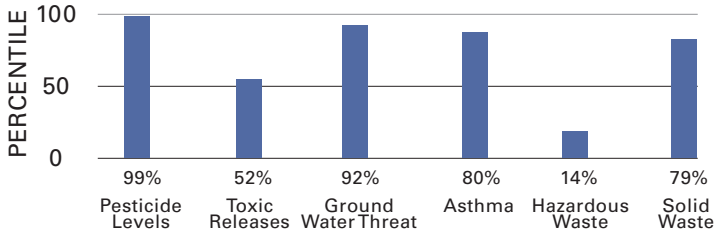

CalEnviroScreen is a mapping tool that uses environmental, health and socioeconomic factors including hazards from surrounding operations, closed landfills, and groundwater that needs to be desalted to identify communities that are most affected and often especially vulnerable to pollution's effects.

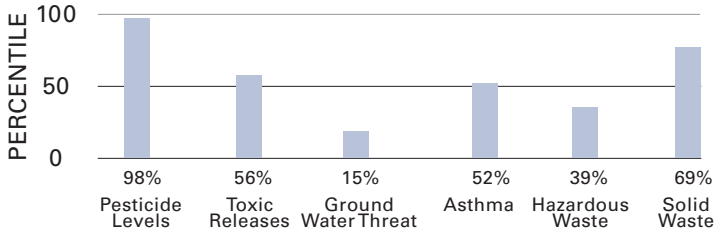
Although these are not hazards in the everyday context, they are indicators to identify how impacted by pollution California communities are. The score allows us to understand better which neighborhoods have a higher health risk. An area with a high score is one where residents experience a much higher pollution burden and therefore are at a higher health risk than areas with low scores.

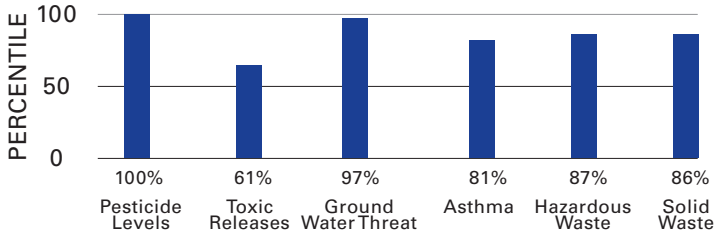
The eastern border of the City along the agricultural lands has the highest CalEnviroScreen rating due to the area's exposure to pesticides.

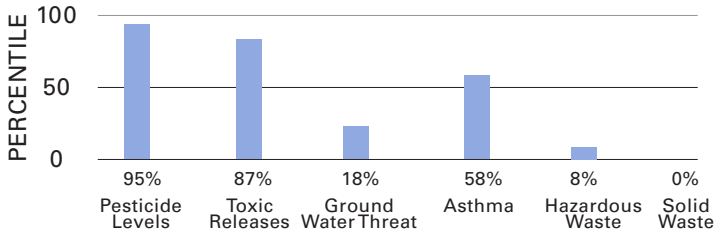
Source: oehha.ca.gov/CalEnviroScreen/report/calenviroscreen-version-20

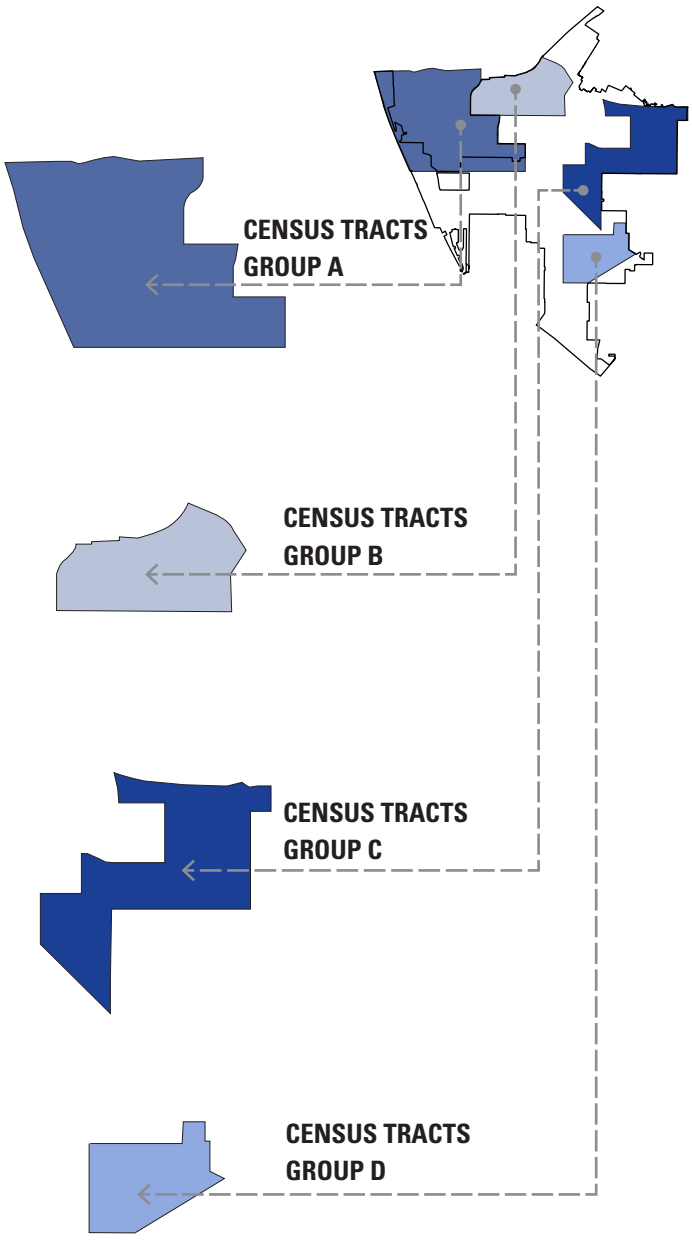
## STATISTICS OF HEALTH PROBLEMS



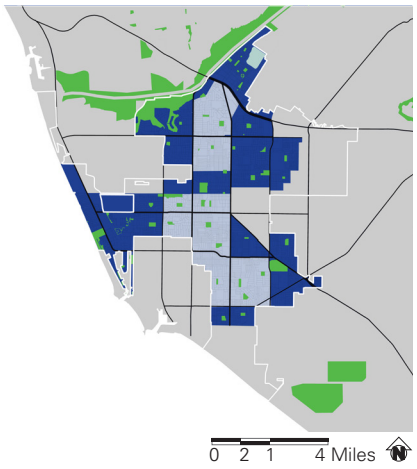



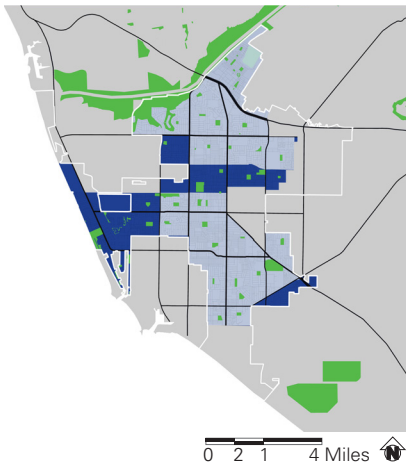




## OXNARD LOCATION OF TOP THREE HEALTH HAZARDS

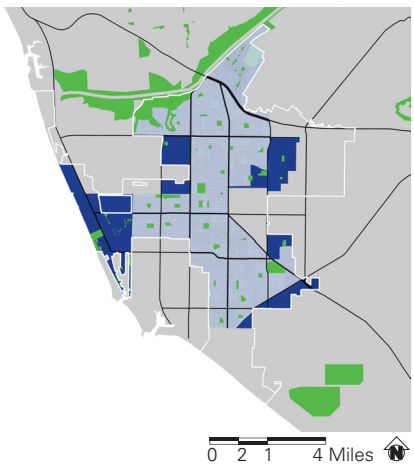
Pesticide Dissemination




Groundwater Threats




High Hazardous + Solid Waste Levels

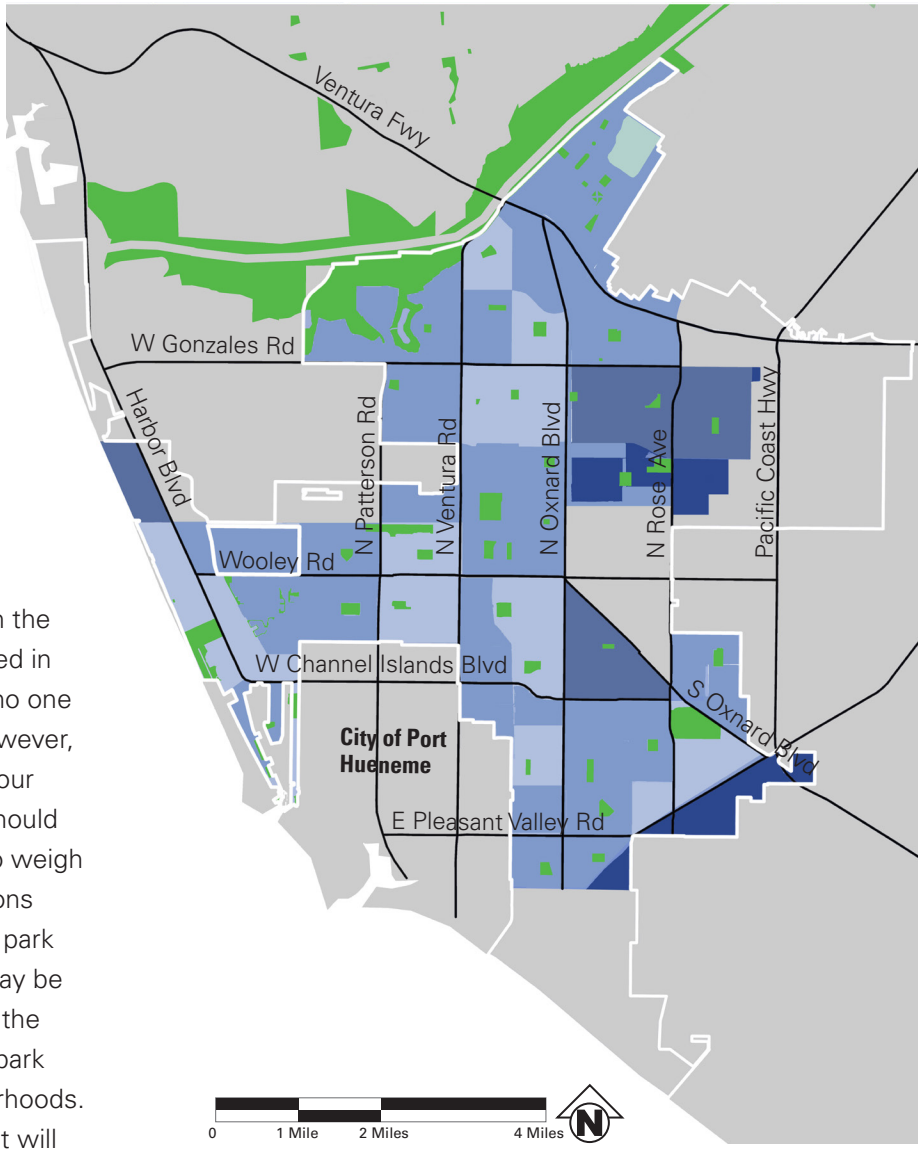



Census Tracts with High Threat Levels

# Spatial Equity Mapping

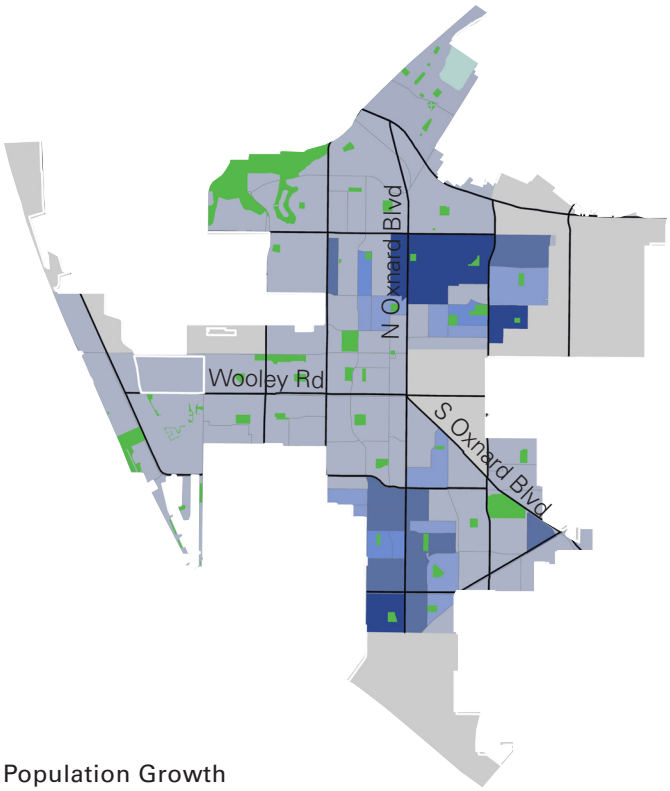
Spatial Equity Need
(for facing page also)

- Very High
- High
- Moderate
- Low
- Parks and Open Space
- Retention Basin
- City of Oxnard Boundary

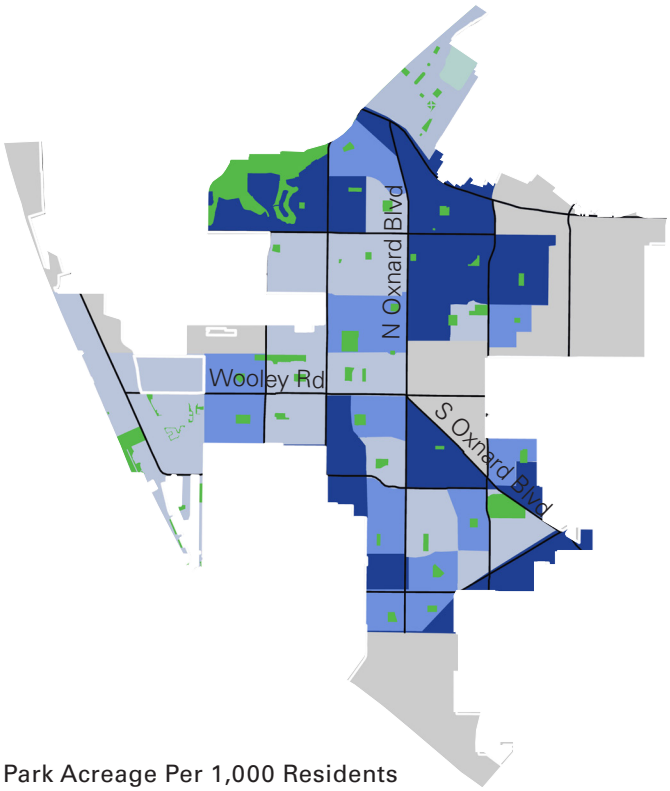



Weighing each of the factors explored in the previous pages indicates higher park need in Oxnard's southern neighborhoods, but no one neighborhood has the highest need. However, it should be noted that this is only if all four factors are weighted equally. The City should prioritize certain factors if they want it to weigh heavier on analysis. Through conversations with the Planning Division, it seems like park acreage and service area of the parks may be a factor of higher priority. Or, prioritizing the CalEnviroScreen would further indicate park need in the south and northern neighborhoods. However, when furthering this analysis it will be important to consider access to parks and open space that may be "untraditional" such as regional assets and Homeowners Association-provided space. This analysis is a tool for the City to use in park needs discussions along with other tools like total asset management and the budgeting process, but it is not intended as a definitive indicator of where parks should be prioritized, improved and added.

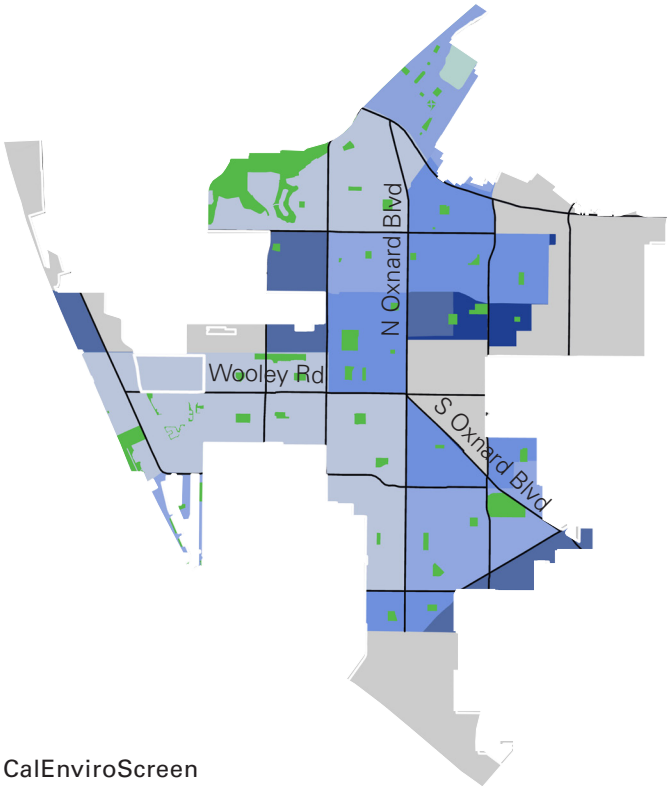
Source: oehha.ca.gov/calenviroscreen/report/calenviroscreen-version-20



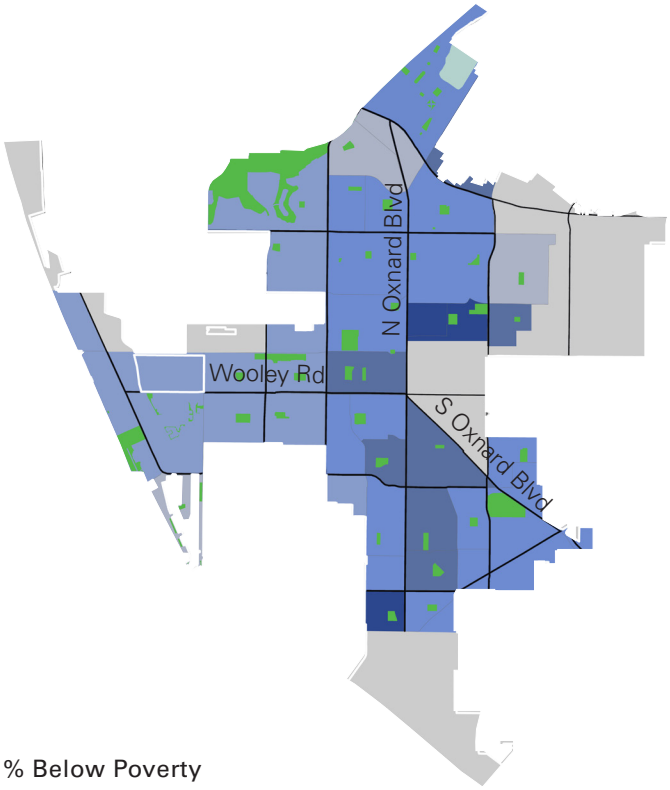

Population Growth




Park Acreage Per 1,000 Residents




CalEnviroScreen




% Below Poverty



***I would like Oxnard to be known for "its diversity, all cultures united."***

*- Survey Respondent*

# 3 Community Engagement

Introduction to the Community Engagement Process

Advisory Committee

Focus Groups

Scientific & Open Survey Results

Community Workshop #1

Workshop-in-a-Box

Community Workshop #2

Creating a shared vision for Oxnard's diverse population meant creating a multi-pronged community outreach plan. To ensure the project team received the most feedback from the broadest cross-section of the City, it solicited input through community meetings, mailed and online surveys, and interviews with community stakeholders. The project team collected as much information as possible during this phase to create a complete understanding of how Oxnard's current park and the recreational system is meeting or failing to meet community needs.

# Introduction to the Community Engagement Process

The City of Oxnard's park system serves over 200,000 residents from diverse backgrounds. To reach as many people as possible, the project team developed a public engagement strategy that effectively captured the concerns and values of all major community groups, families, and individuals. This strategy included the following tactics:

**Focus Groups**

Six focus group sessions were held over two days. Each group was made up of selected individuals and experts in a particular field to gain valuable information from a local perspective.

**Community Workshops**

Two rounds of two community workshops were held in January and April to get feedback from a larger group of Oxnard residents. Workshops were held on consecutive nights in different areas of the city to make it more convenient for people to attend. The workshops were also conducted as "open houses" so that people could still participate even if they only had 20 minutes.

**Advisory Committee**

The Advisory Committee was a select group of community stakeholders who provided guidance by reviewing content and assisting the project team in formulating solutions.

**Statistically Valid Survey**

Randomized mailed surveys were mailed to 1,800 random households in Oxnard to gather data. The purpose of this survey was to receive an objective, unbiased response from constituents. Surveys were in both English and Spanish and included a self-addressed stamped envelope. These surveys were sent out in addition to the sidewalk workshops, community workshops, series of focus groups, and advisory committee meetings that involved a broad spectrum of stakeholders. Meetings were also held with all relevant City Divisions.

**Open Participation Survey**

The survey was also available on Oxnard's website for any resident to complete, as well as at the First Community Workshop. This data was factored into its own set of results as a secondary data set.

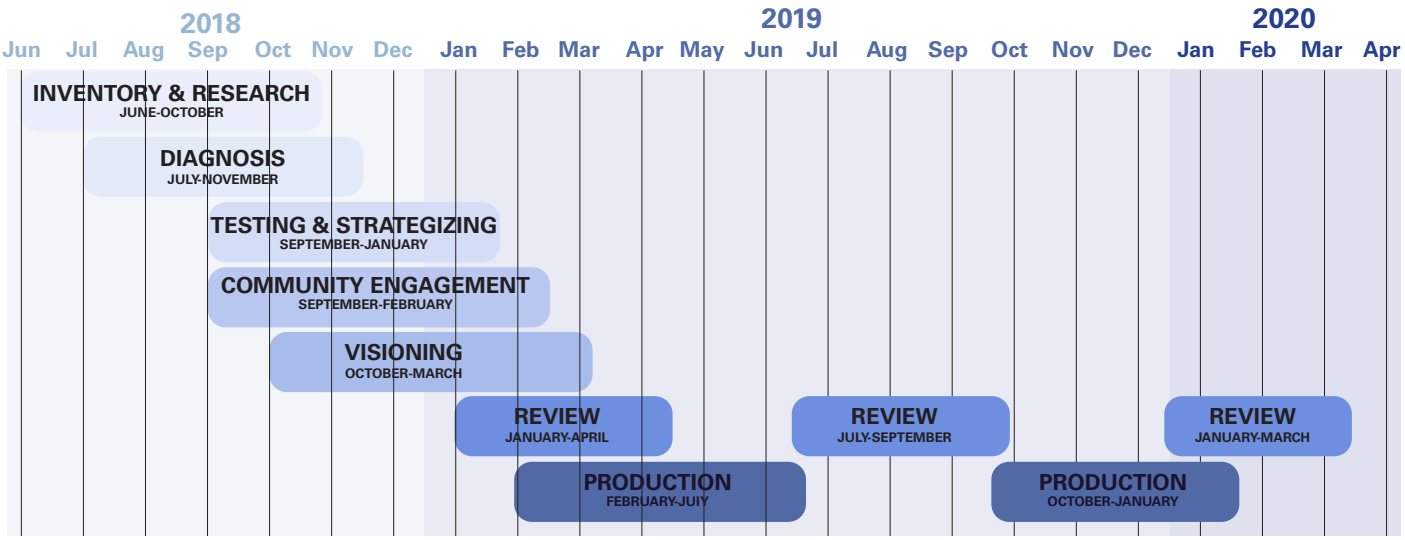
**Workshop-in-a-Box**

A simplified version of the First Community Workshop conducted as an informal meeting with various non-profits, clubs, and targeted organizations. This allowed us to reach people unable to come to the larger community meetings.



*Above and to the right*
Third Advisory Committee Meeting
Survey Station at Community Workshop 1

# How Long Did This Take?






# Advisory Committee



The project Advisory Committee (AC) was instrumental in guiding the project team regarding engaging the community and reviewing content before releasing the Master Plan to a broader audience. The project team met with this group five times in December, January, February, March and June. Each meeting focused on presenting the project team's research, exploring Oxnard's history of parks/recreation, and strategizing on how to engage the community during workshops most effectively.

The Advisory Committee included people who come from diverse backgrounds to get input and feedback from the broadest cross-section. The committee was hand-selected from engaged focus group attendees and recommendations by the City of Oxnard. Throughout the process, the AC became the project team's primary support in spreading the word about engagement and answering questions about local knowledge and City culture.



## Advisory Committee Members

- **Alex Torres**
  First 5 Family Center
- **Alice Sweetland**
  Oxnard Senior Services Commission
- **Alyce Bosaki**
  Oxnard Convention Center
- **Andrew Arreoza**
  Sunset Little League
- **Art Gutierrez**
  City of Oxnard
- **Aurelio Ocampo**
  Friends of Campus Park
- **Brian Yanez**
  City of Oxnard
- **Gabe Teran**
  Parks, Recreation & Community Services Commission
- **Gerard Kapuscik**
  V.C. Watershed Protection District
- **Giles Pettifor**
  Port of Hueneme
- **Greg Barnes**
  City of Oxnard
- **Helen Lopez**
  Sunset Little League
- **Jamie Amburgey**
  V.C. Public Health
- **Jim Danza**
  Friends of the Santa Clara River
- **Joe Guerra**
  Mermaids Softball League
- **Kat Selm**
  The Nature Conservancy
- **Kate Faulkner**
  Channel Islands Bike Club
- **Larry and Shirley Godwin**
  Saviers Road Design Team
- **Ocil Yuleima Herrejon Rivera**
  CAUSE
- **Peter Dixon**
  The Nature Conservancy
- **Priscilla Cisneros**
  Reiter Affiliated Companies: Sembrando Salud
- **Ramona Villavicencio**
  Oxnard Union High School District
- **Ray Blattel**
  Oxnard Tennis Center
- **Roger Poirier**
  Parks, Recreation & Community Services Commission
- **Sergio Perez**
  Oxnard Guerreros Youth Academy
- **Silvia Lopez-Navarro**
  V.C. Public Health
- **Steve DeGeorge**
  V.C. Transportation Commission
- **Steve Nash**
  Parks, Recreation & Community Services Commission
- **Vanessa Teran**
  Mixteco Indigena Community Organizing Project (MICOP)

# Focus Groups

The Focus Groups were for **discovery**. They provided an opportunity for groups to **brainstorm ideas** and learn the **perspectives** of all involved.

Focus Groups were a critical tool for understanding the community's concerns, opportunities, values, and needs. The Focus Group meetings provided an in-depth discussion with a select group of experts and constituents on specific topics. This allowed the project team to leverage the community's existing knowledge to collect as much pertinent information as possible in a comfortable, open forum. Participants were selected based on recommendations by the City of Oxnard, representing a myriad of community partners, non-profits, activists, volunteers, and employees. Six focus groups were conducted to cover a wide range of interests within the Oxnard Community.



First Advisory Committee Meeting

# Natural And Agricultural Resources Focus Group

The Natural Resources and Agriculture Group gathered those stakeholders with experience and ideas related to conserving natural resources, maintaining working agricultural lands, and outdoor programming or educational opportunities. Constituents in this group were essential to understanding how Oxnard's parks can capitalize on existing ecological systems and resources. Additionally, this group provided perspective on methodologies to improve Oxnard's environmental health in the development of new parks and open spaces.



## WHAT WAS HEARD

- When planning future parks and open spaces, water usage needs to be considered. The **cost of irrigation** is continuing to increase.
- Oxnard needs more significant **buffers between urban and natural areas**. The City needs to take advantage of natural amenities, such as Ormond Beach, to provide access to large, natural spaces.
- There are ample opportunities for bike transportation that are not being utilized in Oxnard. The City needs to **provide more bike lanes as an opportunity to get to parks**. Bike routes should be added along naturalized channels such as the Santa Clara River. The City is working on a Mobility Plan to address these issues.
- There needs to be an **incorporation of natural areas and habitats into Oxnard's parks**. This is an educational opportunity to which many residents don't have access.

## GROUPS IN ATTENDANCE

- Friends of the Santa Clara River
- Sierra Club Ventura Chapter
- County of Ventura
- Central Coast Alliance United for a Sustainable Economy (CAUSE)
- Ormond Beach Task Force
- The Nature Conservancy
- Saviers Road Design Team
- Ventura Audubon Society
- The Community Roots Garden
- Ventura Co. Stormwater Program
- Friends of Campus Park
- Pollinate

# Program Providers Focus Group

The Program Providers Group included recreation providers as well as profit and non-profit partners. Their role was to provide information on available facilities and service gaps within the City's programming/recreational offerings. The Program Providers discussed mechanisms for incorporating more cultural and artistic programming into park operations. This includes an approach for streamlining large events, renting facilities, and implementing public art and history into public spaces.



## WHAT WAS HEARD

- There is **a lack of music and art venues** in Oxnard's parks because of funding challenges. It is important to consider how to incorporate more art and culture into the parks.
- **Booking park facilities for events can be challenging**. Looking into creating a "one-stop-shop" for permit processing could help providers get their programs in the parks more efficiently and practically.
- Oxnard's existing festivals have been a good **revenue generator.** Park programming should consider events more often with ideas such as touch-a-truck, vintage car shows, concerts, food festivals and markets.
- The City should reform the process for **establishing fees** to rent out park facilities.
- Oxnard needs to reflect and celebrate its **history** in public spaces. There is currently not much reference to history within any of the park sites.

## GROUPS IN ATTENDANCE

- Senior Services Commission
- Cultural Arts Commission
- Oxnard Historic Farm Park
- City of Oxnard Recreation Division

# Role Of Parks In Our Community Focus Group

The Role of Parks in Our Community Focus Group included representatives from local businesses. Through the discussions with this group, the project team learned the perspective of companies and institutions on how economics can play a role in park development. Additionally, it allowed the project team to explore how the private sector could partner with the City in the future to fund park improvements.



## WHAT WAS HEARD

- Improving Oxnard's **sustainability** in regards to resources and transportation would save the City a lot of money.
- **Beach activation and better transit** would result in more tourists coming to Oxnard, thereby increasing revenue generated from sales taxes and improving the local economy.
- The process of renting parks to local businesses must be improved. There is a need to **balance revenue with affordability.** Many businesses are not renting the parks because of the fee compared with the amenities.
- Oxnard should take more advantage of **business sponsorships** for events and park dedication or maintenance. There needs to be more partnerships between the City and local businesses.
- **Safety** is a big reason why many do not enjoy Oxnard's parks. Implement an "Adopt-A-Park" program to create a partnership and economically maintain the park to "safe levels."
- Money is the biggest impediment to improving the parks. The group discussed ways to **leverage funding,** such as organizing events, creating park districts, and establishing foundations.

## GROUPS IN ATTENDANCE

- City of Port Hueneme
- Port of Hueneme
- Reiter Affiliated Companies
- St Johns Hospital
- Naval Base Ventura County
- Ventura County Public Health
- Parks, Recreation & Community Services Commission
- River Ridge Golf Club
- Laborers International Union 585
- Cabrillo Economic Development Corporation
- Independent Consultants
- Downtown Oxnard Management District

# Schools and Youth Focus Group

The Schools and Youth Focus Group emphasized the importance of family facilities and school partnerships to provide parks and recreation opportunities. In participation were representatives from Oxnard's five school districts as well as others in family-focused non-profit groups. Representatives from this group discussed collaboration. Regarding future development, participants gave insight into the opportunities and constraints of park space for our children and youth.



## WHAT WAS HEARD

- Very few of Oxnard's parks have **playgrounds** that support the full range of ages (0-5 and 6-12) and abilities.
- Participants recommend adding **community centers and fields** in the parks to promote more programming and reduce the burden on schools.
- There is a big public outcry when schools cannot provide for everyone's needs. There is increased demand placed on schools, which means the fields and facilities get **over-used**.
- Invest in **bike lanes** to create an "interconnected" system of parks.
- Present parks serve Oxnard's needs as best they can for the available resources, but they need to improve. **Oxnard needs a pool, protected bike lanes, more opportunities for teens, a skate park, playgrounds for children 0-3, and programs for senior residents and those with special needs.**

## GROUPS IN ATTENDANCE

- Child Development Resources
- Oxnard College
- Oxnard Elementary School District
- Hueneme Elementary School District
- Rio School District
- Proyecto Mixteco Indigena/ Mixteco Indigena Community Organizing Project (MICOP)
- First5
- Representatives of Inclusive Playgrounds
- El Centrito Family Learning Center

# Serving A Diverse Community Focus Group

Organizations that participated in the Serving a Diverse Community Focus Group were public health providers, senior services providers, Hispanic groups, non-profit organizations, and community outreach agencies. The discussion focused on recreation trends, service gaps, perceived barriers to participation, minority group park needs, and outreach efforts. The group discussed how to make park spaces more equitable for Oxnard's diverse community. Additionally, the group had advice for making future parks and open spaces more inclusive.



## WHAT WAS HEARD

- Many of Oxnard's parks are not well-maintained. They also suffer from the presence of vagrants and drug addicts. Improve the **overall maintenance** of parks by providing **restrooms, lighting, and an adequate police presence.**
- Oxnard needs more **lighting and programming in parks**. Programming such as the Summer Concert Series or P.A.L. movie nights are good examples. Hosting events allow people to have **"eyes on the park."**
- There is a **lack of communication** about public programs in Oxnard. Some recommended the City **broadcast informatio**n on the radio or social media platforms about parks, programs, and amenities the City offers.
- Oxnard parks serve **multi-generational and multi-cultural needs**. The City needs to continue to provide resources to attract people of all demographic groups. Reaching out to **indigenous communities** is particularly important.
- Oxnard's signage and wayfinding are only in English; signs should also incorporate **Spanish and Mixteco.**

## GROUPS IN ATTENDANCE

- Movimiento Estudiantil Chicanx de Aztlan/Chicano Student Movement of Aztlan (MEChA)
- The Carnegie Art Museum
- Oxnard Friends of the Library Foundation and Oxnard Library
- Proyecto Mixteco Indigena/ Mixteco Indigena Community Organizing Project (MICOP)
- Oxnard Police Department
- Parks. Recreation & Community Services Commission
- The Senior Services Commission
- Clinicas del Camino Real, Inc
- Police Actives League (PAL)
- El Centrito Family Learning Center
- Future Leaders of America

# Special Interest (Sports & Biking) Focus Group

The Special Interest Group gathered representatives from Oxnard's diverse sports community, bike clubs, and urban agriculture groups. They provided insight into their experiences participating in recreational activities in Oxnard. Additionally, this group focused on the challenges of equitably distributing funds and City resources. As major park users, the special interest constituents made a case for more funding to properly maintain programs and facilities.



## WHAT WAS HEARD

- There is a significant **shortage of soccer** fields in Oxnard. This shortage results in soccer teams practicing on other sports' fields, such as softball and baseball, which negatively impacts the condition of all turf fields in Oxnard.
- The poorly maintained tennis courts are a **safety hazard**. The Tennis Center is heavily used but has not received funding from the City in years. Members of the Tennis Center have spent their own money updating the facility themselves.
- Not enough people engage in recreational biking because of the **shortage of safe bike routes and trails**.
- The baseball community would like to see improvements in the condition of Durley Park and other facilities. Little League wants to put lights on the fields to **discourage crime and prevent the homeless** from lingering.

## GROUPS IN ATTENDANCE

- East Side Little League
- Oxnard Guerreros Soccer
- Soccer Community Representative
- Oxnard Sunset Little League
- Oxnard Tennis Center
- Pickle Ball Community Representative
- Channel Islands Bicycle Club
- Parks and Recreation Commission

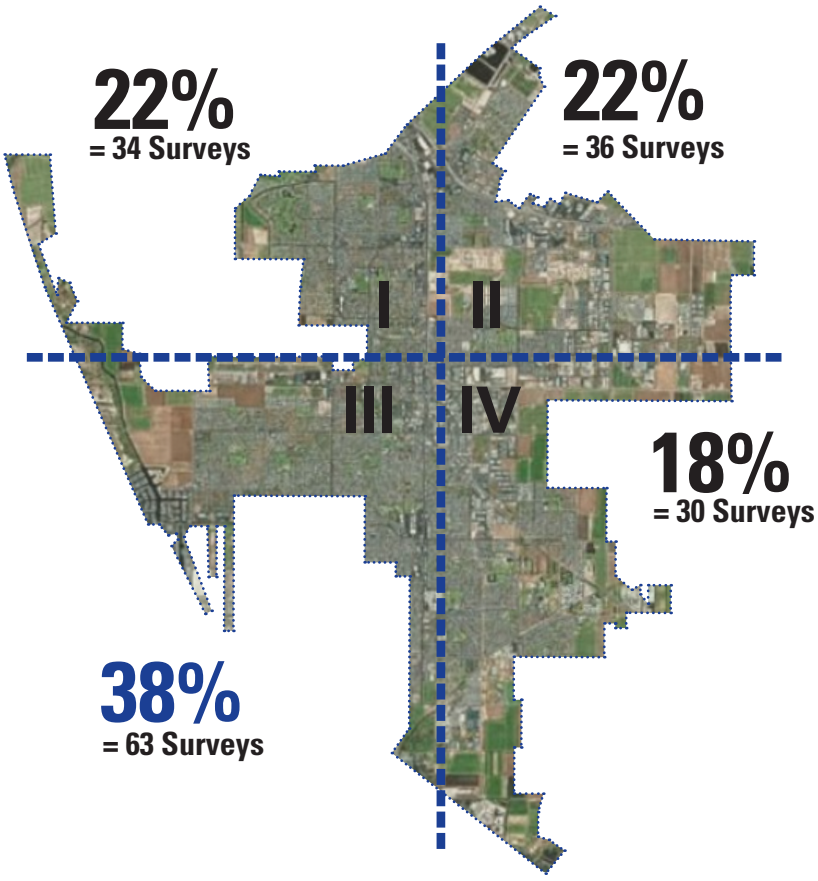
# Scientific & Open Survey Results

The Scientific Survey is an **experiment**. The **randomization** provides an unbiased data set.

**164 TOTAL RESPONDENTS**

It was essential to get a wide range of opinions on Oxnard's park and recreational needs to prevent special interest groups from having an outsized voice. Collecting this data required soliciting input from residents that typically do not participate in the planning process or may not currently be the primary user group of parks and recreation facilities. In October 2018, the project team sent surveys out to 1,800 random households across Oxnard in Spanish and English. The selected participants were contacted three times to encourage participation. In November 2018, the project team received 164 surveys back—that's a response rate of 9%, which is pretty typical for open surveys such as this one. An average response rate for these types of surveys is between 10% to 20%, which results in a 95% confidence interval (often referred to as the "margin of error") of ±6.3% to ±4.9%. The synthesized answers to the Oxnard survey served as a baseline to compare with additional community data.

## SCIENTIFIC SURVEY RESPONSE BREAKDOWN BY QUADRANT



# Open Participation Survey is **reflective.** The results generally illustrate the opinion of residents more **involved** in the parks.

The Open Participation Survey collected responses from residents that typically participate in the planning process or are involved with parks and recreation facilities. The questions were the same as the scientific survey, but were presented online on the City's website, at the first community workshop, or during a Workshop-in-a-Box. The project team assumed that participants who filled out the online survey were directed there from a special interest source, such as their tennis club. The project team compared the Open Participation Survey results against the Scientific Survey conclusions.

For the most part, the Open Participation Survey matched the results of the Scientific Survey.

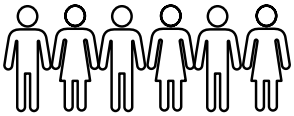
**In those cases where the two differed significantly, the Open Survey results are in an orange dialogue box.**

**OPEN PARTICIPATION SURVEY**

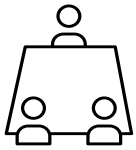
**This dialogue box identifies open survey results that differ from the scientific survey by more than**

**10%**

**584 TOTAL RESPONDENTS**



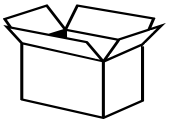
## OPEN PARTICIPATION RESPONSE BREAKDOWN BY TYPE



### FIRST COMMUNITY WORKSHOP

**19%** = 113 Surveys

* 91 English
* 22 Spanish



### WORKSHOP-IN-A-BOX

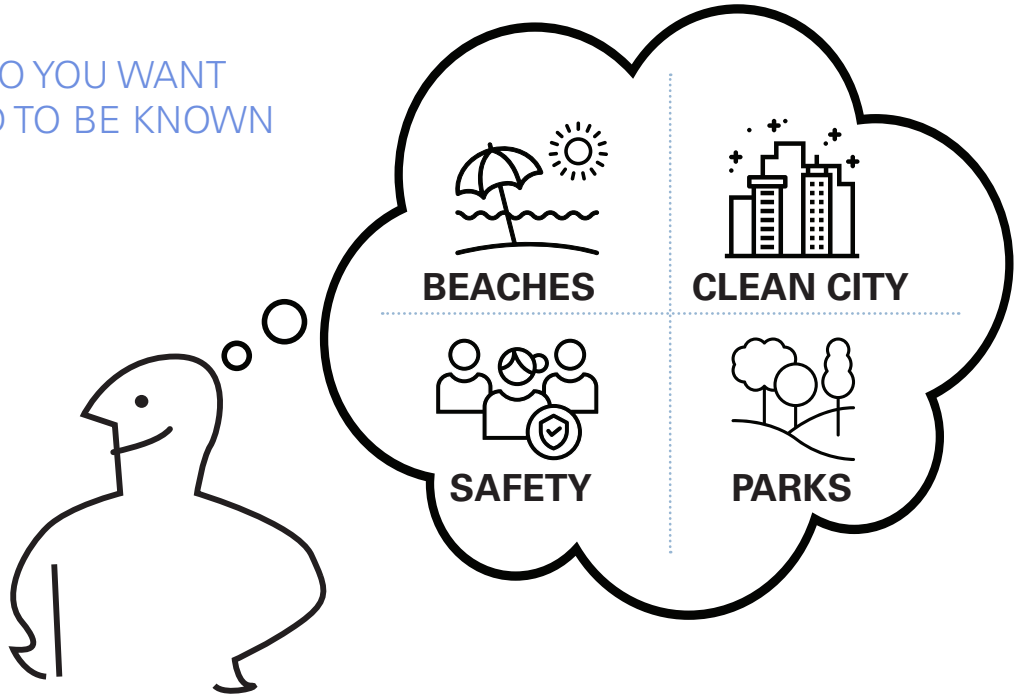
**28%** = 166 Surveys



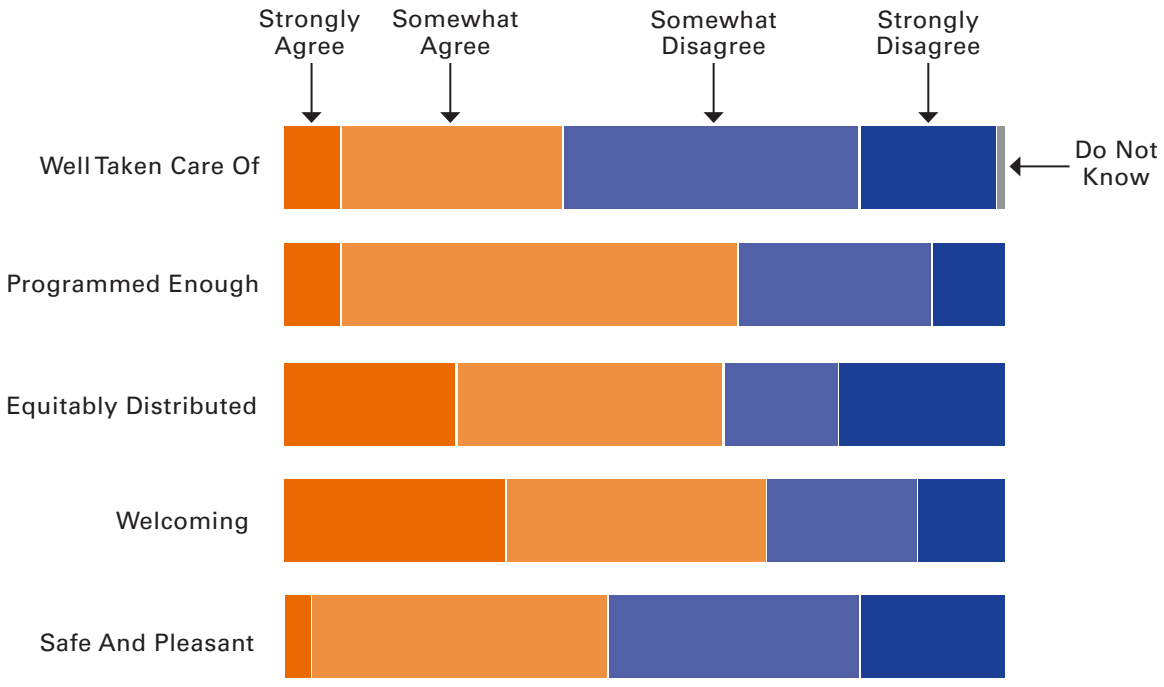
### OPEN ONLINE SURVEY

**52%** = 305 Surveys

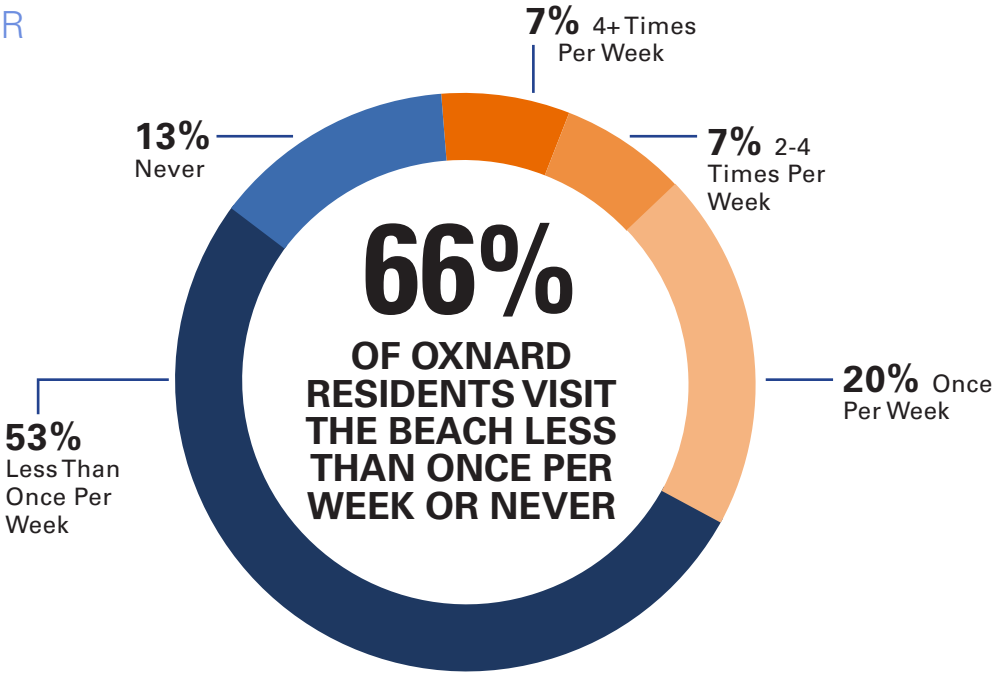
## WHAT DO YOU WANT OXNARD TO BE KNOWN FOR?



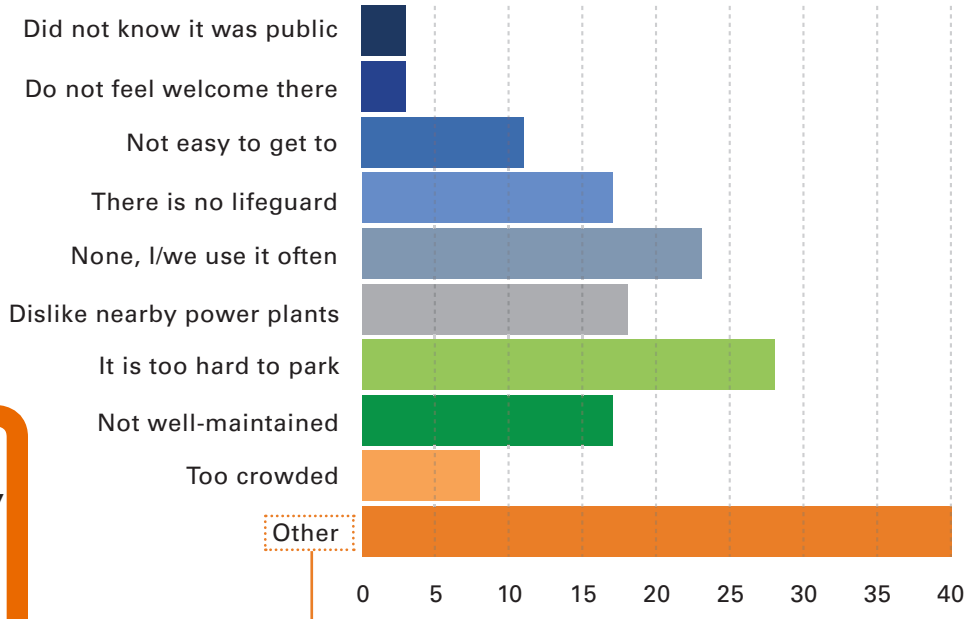

## OXNARD'S PARKS ARE...



## DURING THE PAST YEAR HOW OFTEN DID YOU VISIT THE BEACH?




## WHY DOESN'T YOUR FAMILY VISIT OXNARD'S BEACHES MORE OFTEN?




Unsafe + Homeless
No Time
Distance
Accessibility

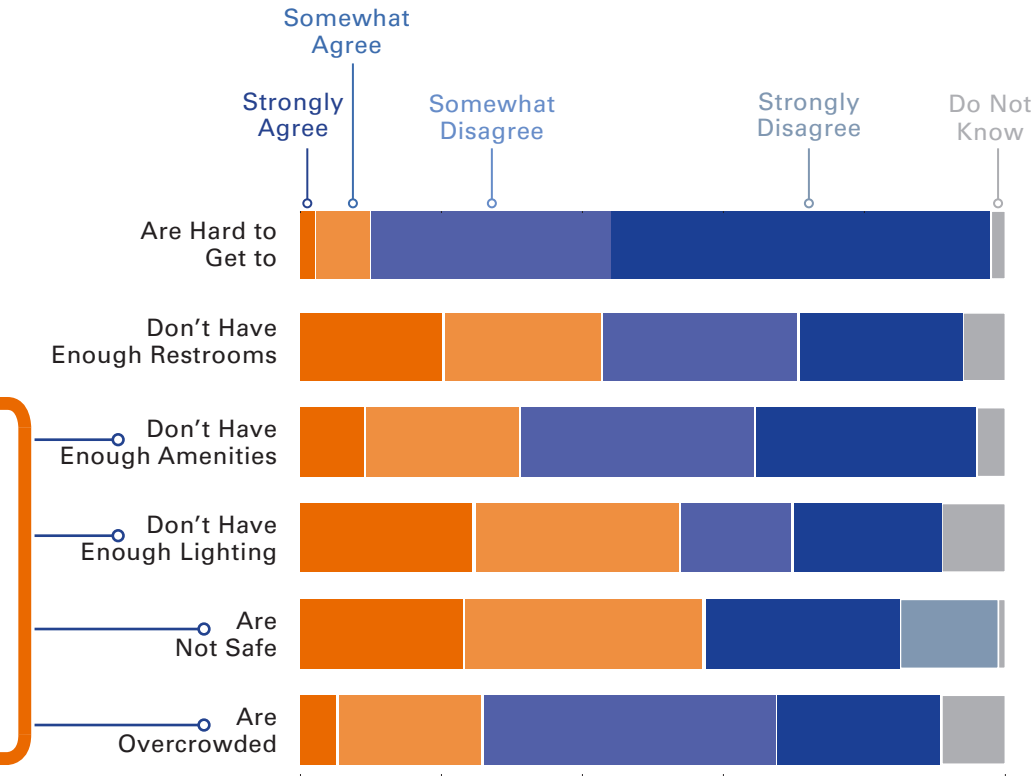
*Respondents could only pick one option

**OPEN PARTICIPATION SURVEY**

**"NO LIFEGUARD" & "POOR MAINTENANCE" EACH INCREASED BY**

**13%**

## OXNARD'S PARKS....




### STRONGLY AGREE

**INCREASED BY 33%**

**INCREASED BY 35%**

**INCREASED BY 32%**

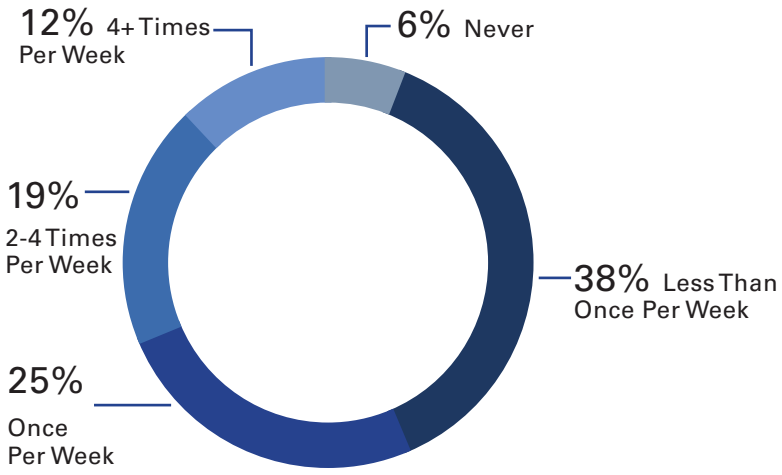
**INCREASED BY 14%**

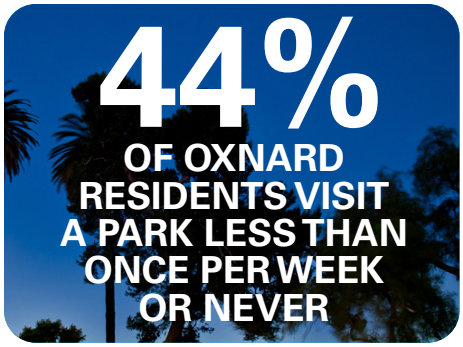
**OPEN PARTICIPATION SURVEY**

## THE MAJORITY OF OXNARD RESIDENTS BELIEVE....

- Parks are fairly easy to get to
- Lack of restrooms is a problem
- Lack of lighting is a major problem
- Parks are not safe

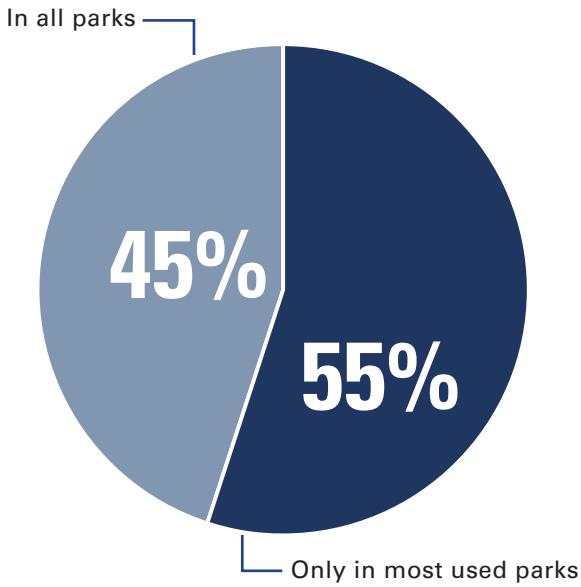
## DURING THE PAST YEAR HOW OFTEN DID YOU VISIT A CITY PARK?



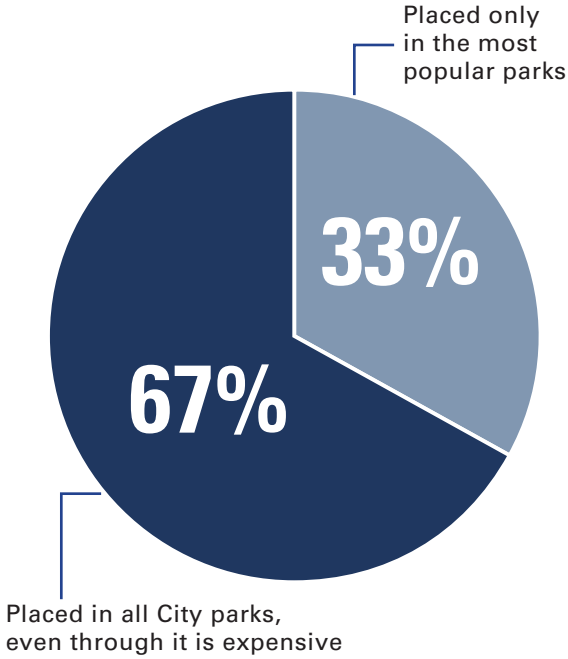




**31%**
**OPEN SURVEY**

## LIGHTING OF COURTS AT NIGHT SHOULD BE....



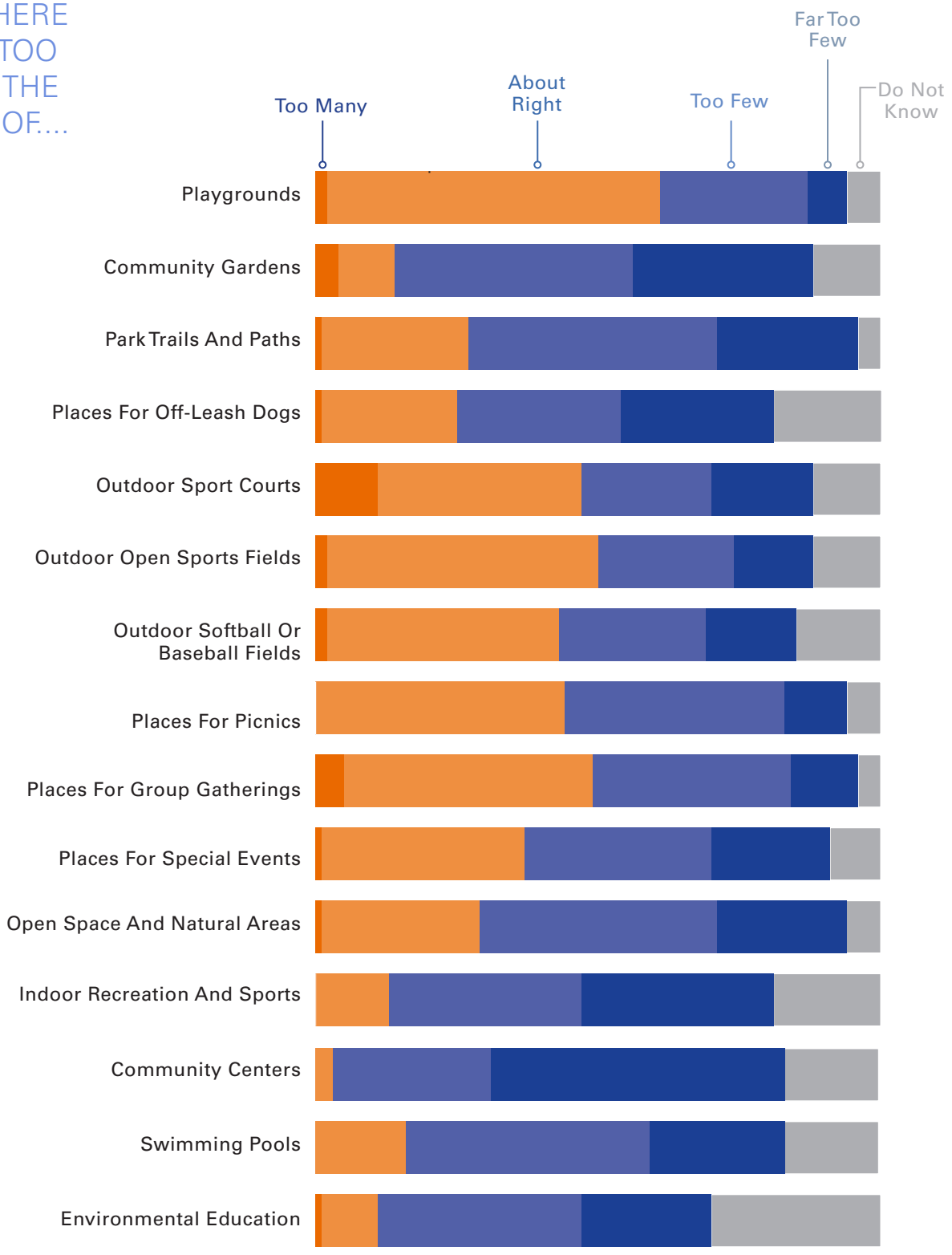

## RESTROOMS SHOULD BE...




## HOW DO OXNARD'S RESIDENTS FEEL ABOUT THEIR PARKS?



## DO YOU THINK THERE ARE TOO MANY, TOO FEW, OR ABOUT THE RIGHT AMOUNT OF....




### THE MAJORITY OF OXNARD RESIDENTS BELIEVE....

- **Too few community gardens**
- **Too few trails and walking paths**
- **Too few open and natural spaces**
- **Too few indoor recreation areas**
- **Too few community centers**
- **Too few swimming pools**
- **Too few areas for environmental education**
- **Too few places for off-leash dogs**

## NEW PARK SPACES SHOULD...



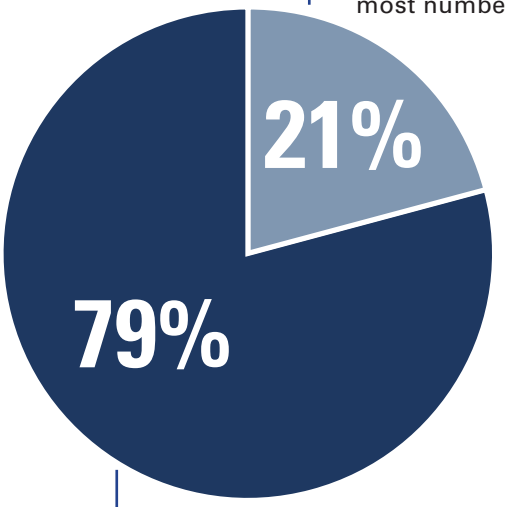

**OPEN PARTICIPATION SURVEY**

**43%** prefer more soccer fields

**57%** prefer other passive activities

## PARK SPACES SHOULD BE DEVOTED TO....

Popular sports like soccer, baseball, and basketball because they serve the most number of people.




Some popular sports, but also other things like nature trails.

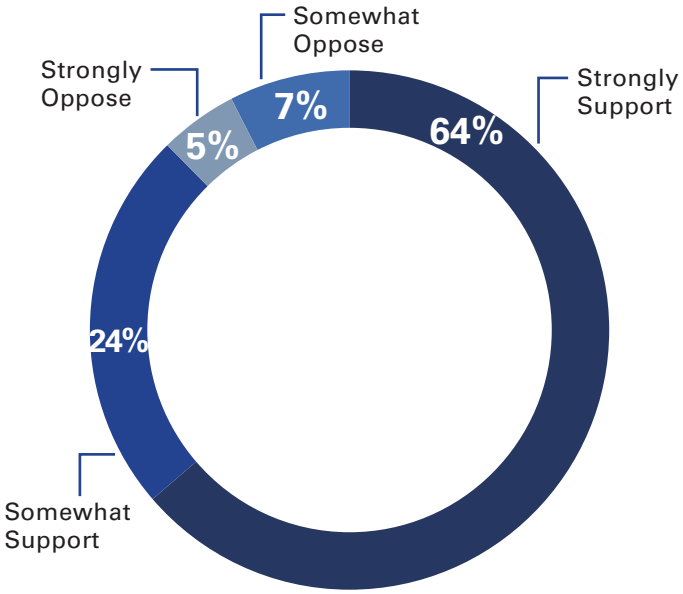
**OPEN PARTICIPATION SURVEY**

**42%** prefer popular sports

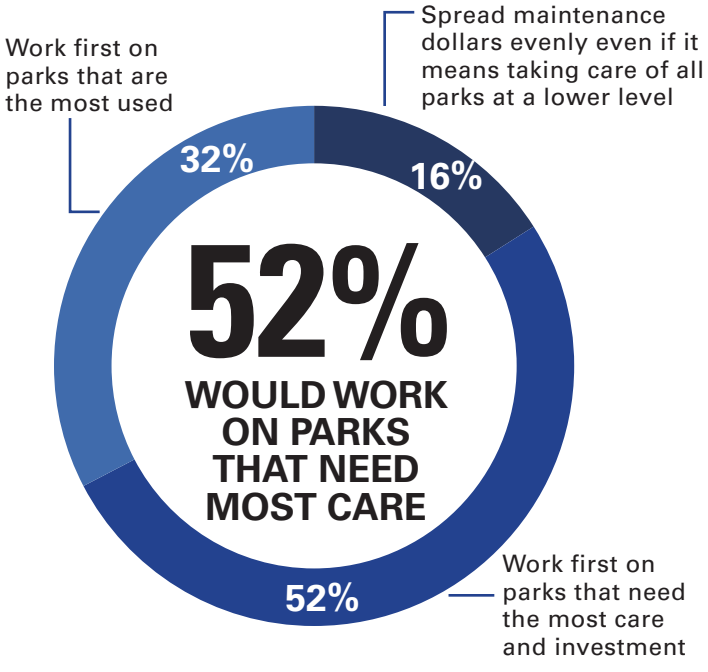
**58%** prefer other diverse activities

## HOW MUCH WOULD YOU SUPPORT CREATING A BIKE AND WALKING PATH ALONG THE SANTA CLARA RIVER?



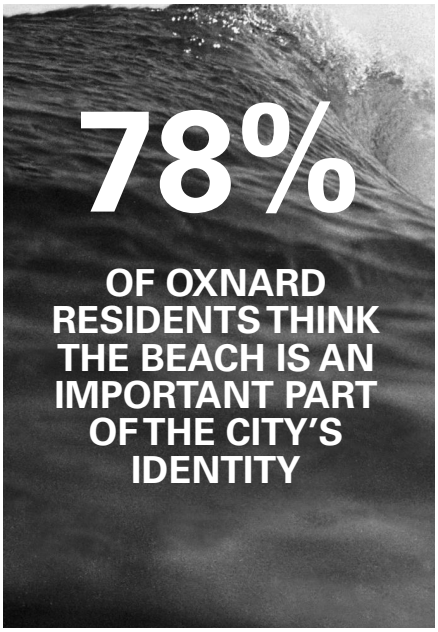

## HOW SHOULD THE CITY APPROACH TAKING CARE OF PARKS AND TRAILS?

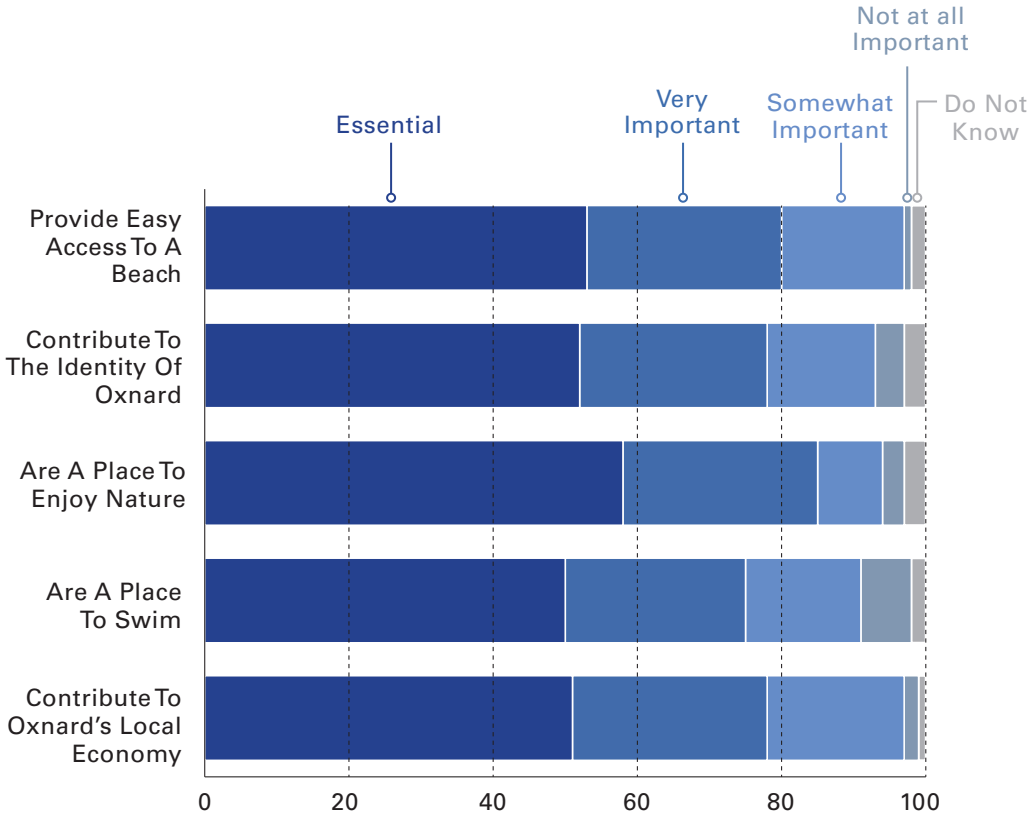



**OPEN PARTICIPATION SURVEY**

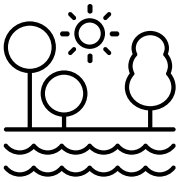
**62%** would work first on parks that need the most care and **19%** would work on the most used parks

## OXNARD'S BEACHES...



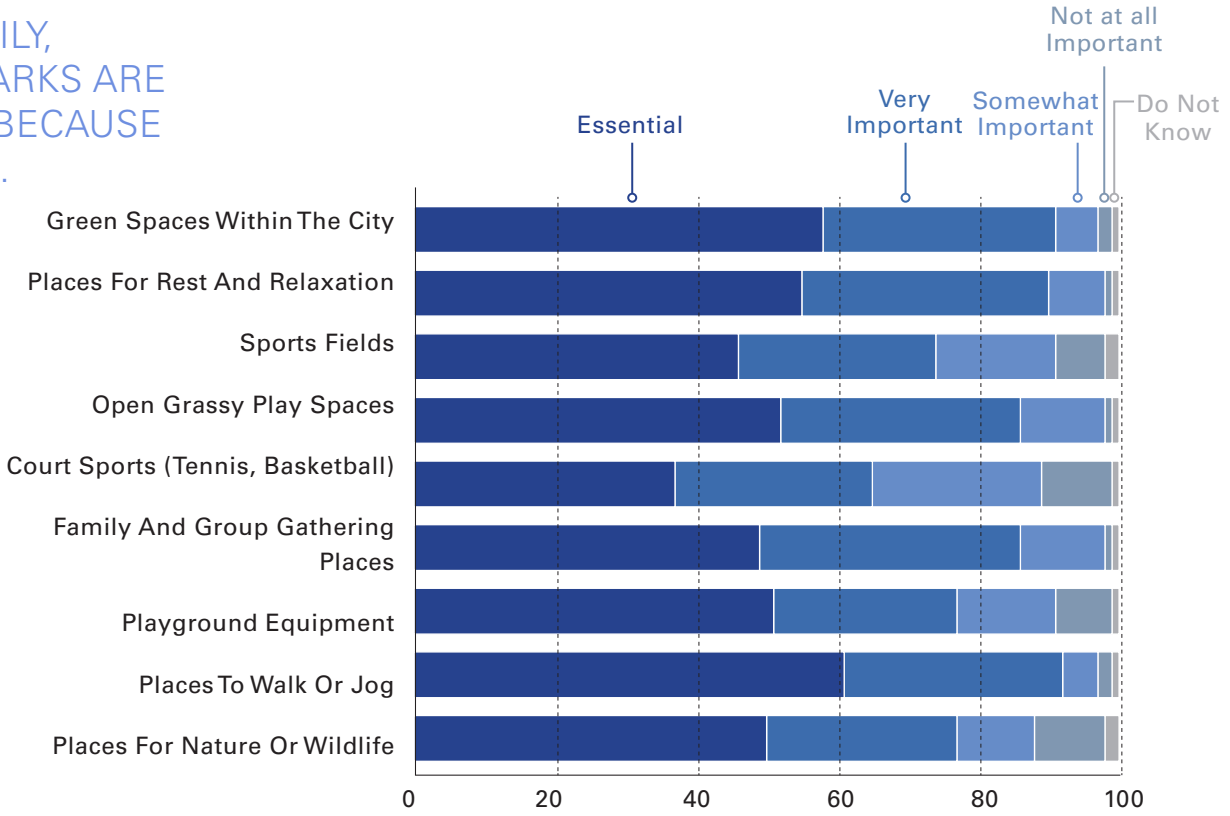




## FOR MY FAMILY, OXNARD'S PARKS ARE IMPORTANT BECAUSE THEY HAVE....

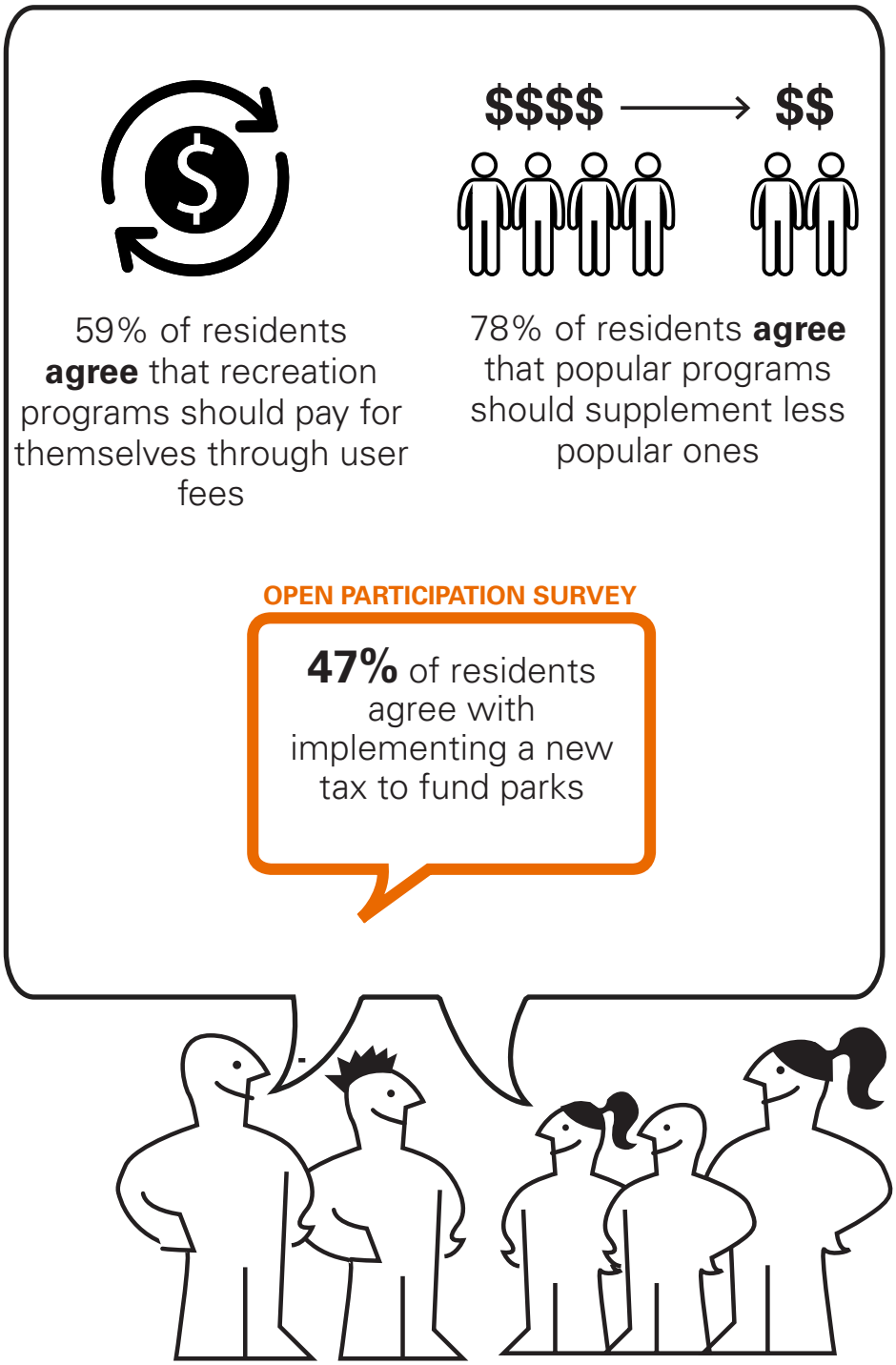


**THE MAJORITY OF OXNARD RESIDENTS BELIEVE....**

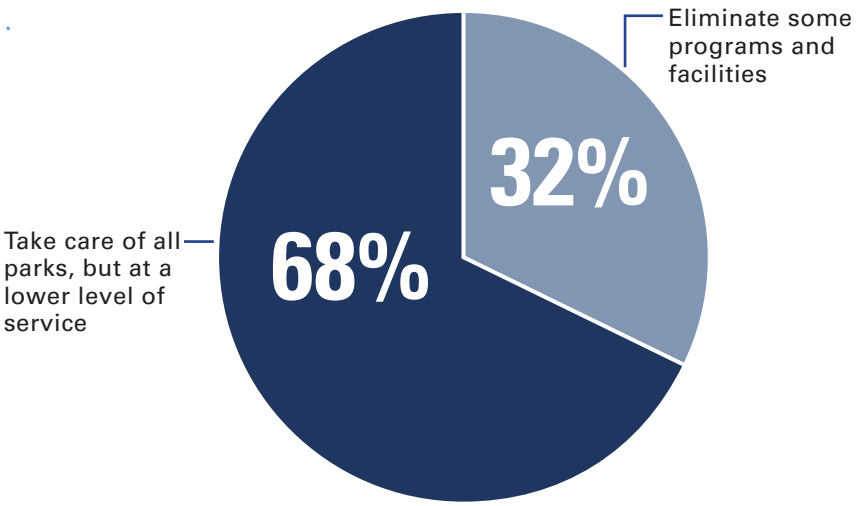
**Access to all types of spaces, facilities, and amenities are essential to the community.**



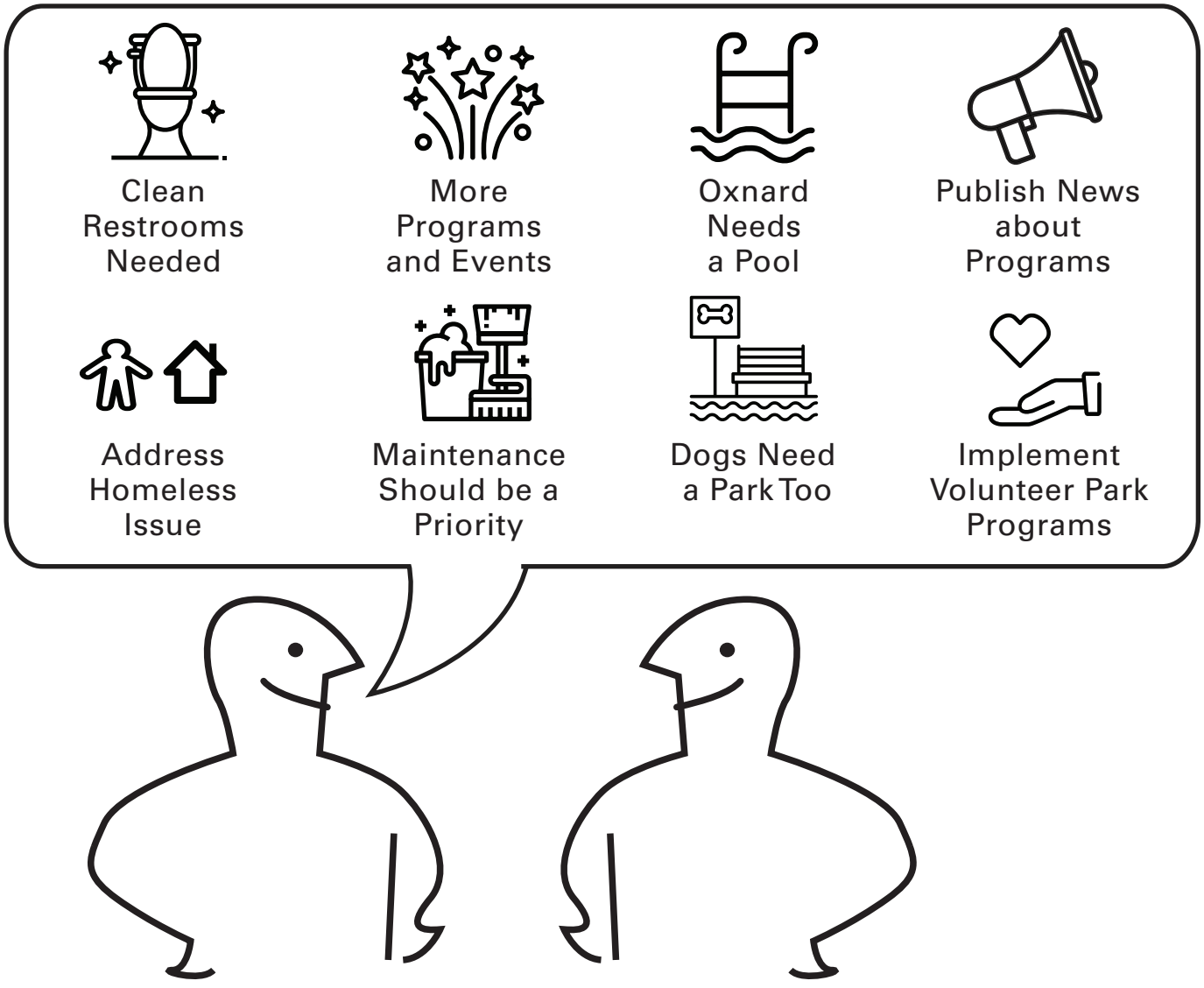
## TO ACQUIRE MORE FUNDS, OXNARD PARKS SHOULD....



## TO STAY WITHIN BUDGET THE CITY SHOULD...

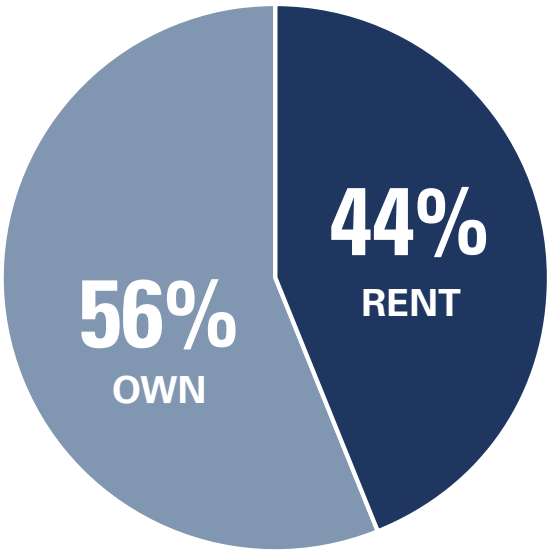



## WHAT ELSE DO YOU WANT TO TELL US?

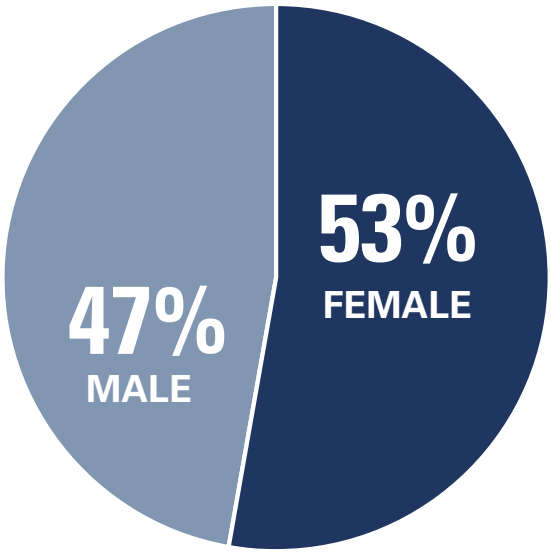


# Scientific Survey Profile:

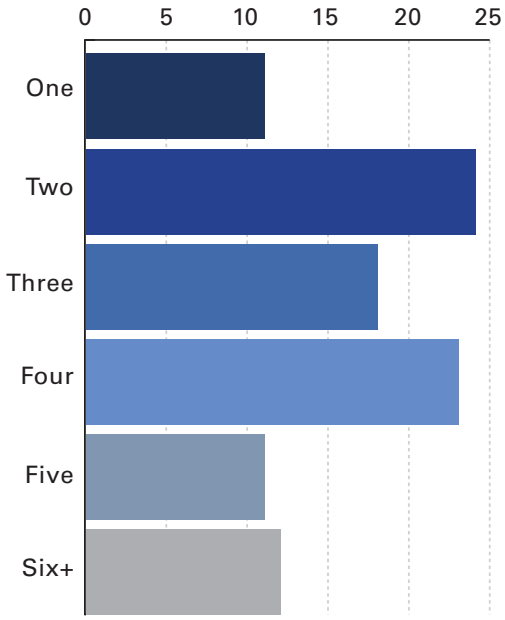
## DO YOU RENT OR OWN YOUR HOME?



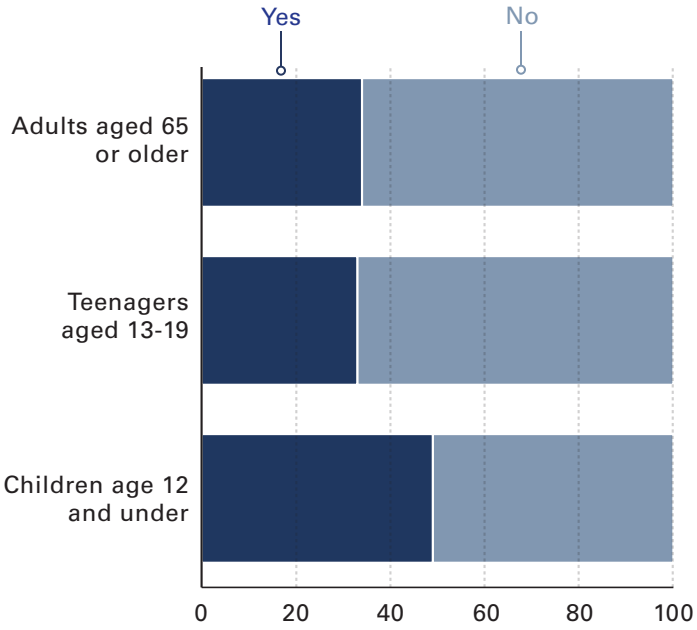

## WHAT IS YOUR GENDER?




## HOW MANY PEOPLE LIVE IN YOUR HOUSEHOLD?



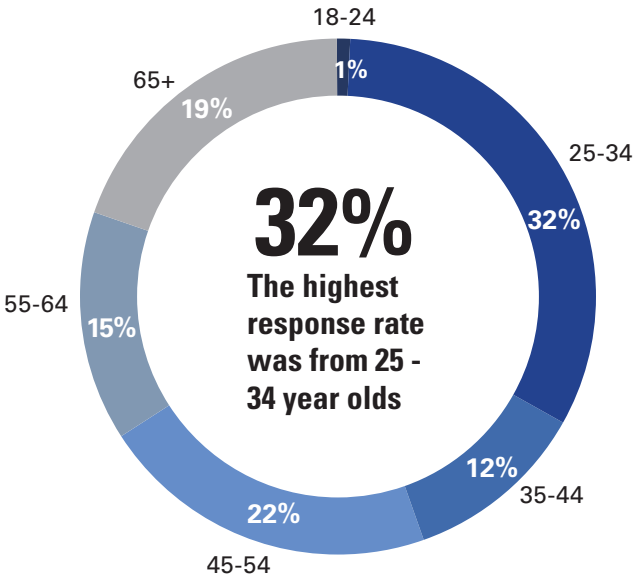

## DO ANY OF THE FOLLOWING LIVE IN YOUR HOUSEHOLD?



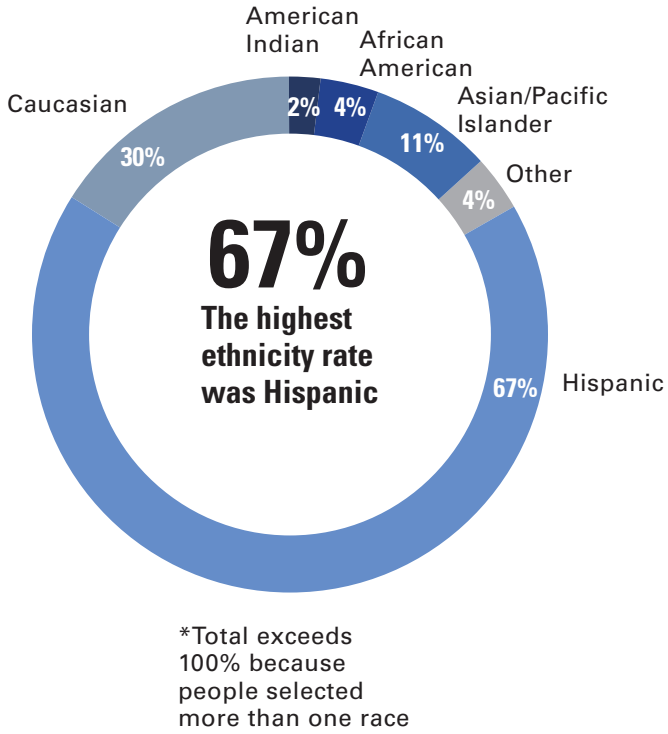


Oxnard Theater

## WHAT IS YOUR AGE?




## WHAT IS YOUR RACE/ETHNICITY?




*Total exceeds 100% because people selected more than one race

# Community Workshop #1

The purpose of the first round of community workshops was to **promote participation** and identify **what was working** and what wasn't.

To encourage maximum participation, two community meetings were held on consecutive nights at two different locations. The workshop was an "open house" format where people could drop in any time from 4-8 PM. They were also held in three languages: English, Spanish, and Mixteco. Additionally, the workshop was conducted as a series of stations or games so participants could choose to participate in all or only some. The hope was this flexibility and variety would allow more people to attend.

The City, Advisory Committee, and the project team worked to get the word out through email announcements, social media postings, flyers and word of mouth. The first night had about 120 people in attendance, and the second had about 80.






# Station #1: Giant Map & Orientation

This station informed attendees about the Parks and Recreation Master Plan process and purpose and invited them to ask questions.

Adjacent to the presentation was a giant six-foot square map. It was created as a visual display to analyze how far residents traveled to go to their favorite park. Participants were asked to put a "red pin" where they live, and a "blue pin" at the park they frequented the most. A project team member tied the pins with a string. The results were later digitized to identify trends.

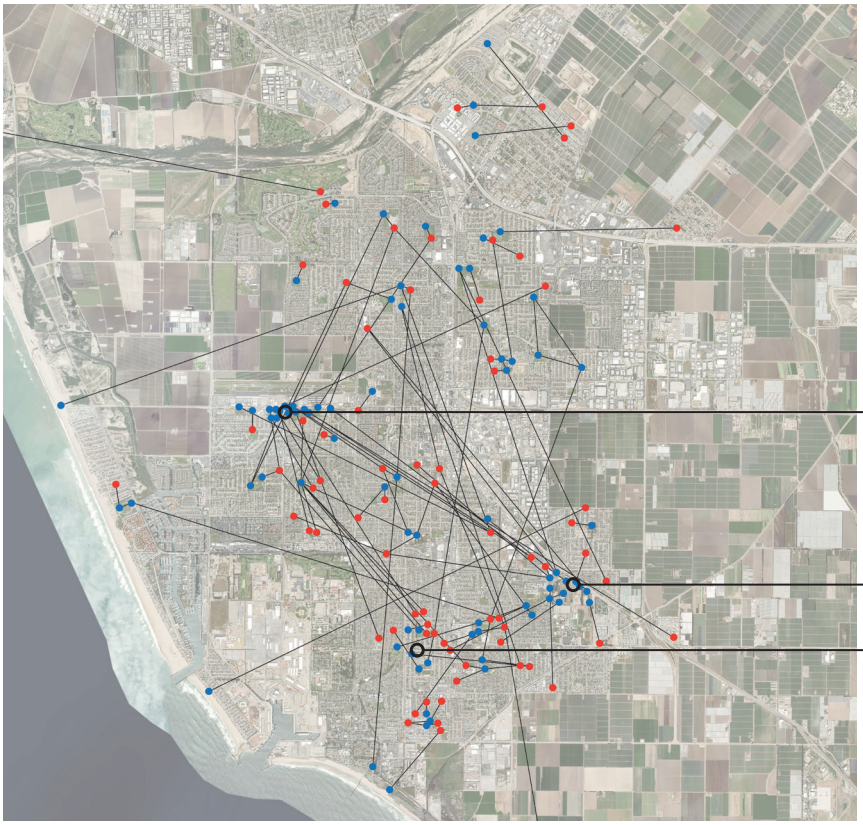


Parks and Open Space

## WHAT WAS LEARNED

- College Park and Southwest Community Park were most popular with residents attending Night One.
- There was a greater range of residents and park usage with attendees from Night Two, including more people visiting the beach.
- At least two residents from Night Two said they didn't go to Oxnard's parks.
- Residents seemed willing to travel across town, if necessary, to frequent their favorite park. This implies that park location isn't nearly as important as the park amenities.

## NIGHT ONE




## NIGHT TWO

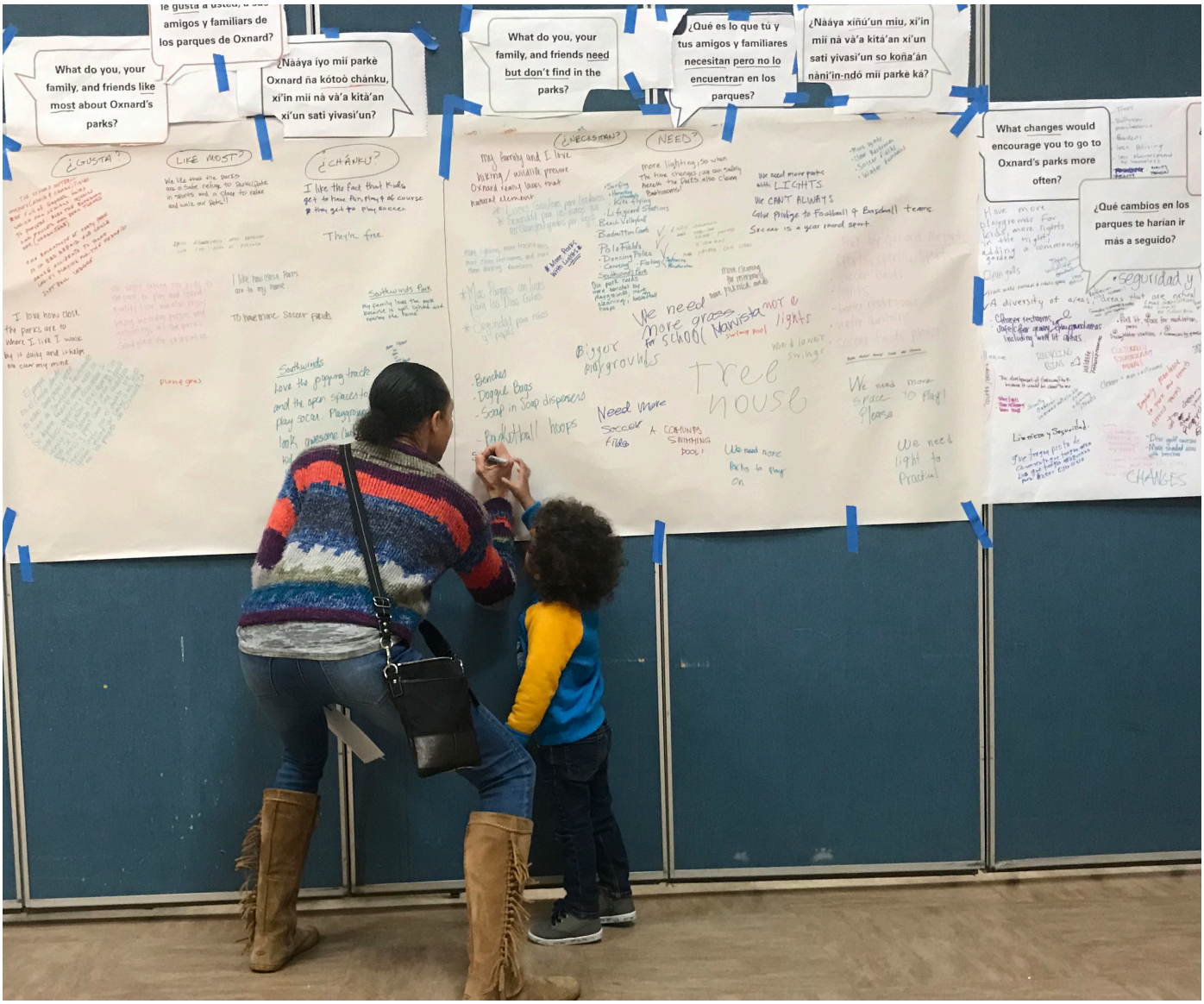


# Station #2: Conversation Wall

The conversation wall was meant to solicit specific input on services and amenities. The project team posted three questions on a large mural where participants could write their responses. Each question was translated into Spanish and Mixteco to ensure everyone attending the event could understand.

## WHAT WAS LEARNED

- Most residents seem to cherish the parks for the services they provide-- a place to play soccer, play, and spend time with family.
- But safety and security were big concerns, with better lighting and cleaner restrooms topping the list of what the parks needed most.



# Station #3: Bucket Game

The Bucket Game asked Oxnard's residents how they would allocate a limited budget for different amenities. Participants were given five coins and asked to choose between twelve amenities where each amenity's "cost" correlated with the order of magnitude of real-life construction cost. For example, a playground cost one coin while a community center cost three, because community centers are much more expensive to build than playgrounds. The results were tallied at the end to understand what amenities are most important to residents.




## WHAT WAS LEARNED

- In terms of activities, a swimming pool, playground and nature trails scored relatively high in terms of priorities for the community.
- In terms of sports, soccer fields and tennis courts were given a large amount of coins - illustrating that these amenities are in high demand.

## COIN COST FOR EACH AMENITY

**COMMUNITY GARDEN**




**BASEBALL FIELD**




**TENNIS/PICKLEBALL COURT**




**ENVIRONMENTAL EDUCATION CENTER**



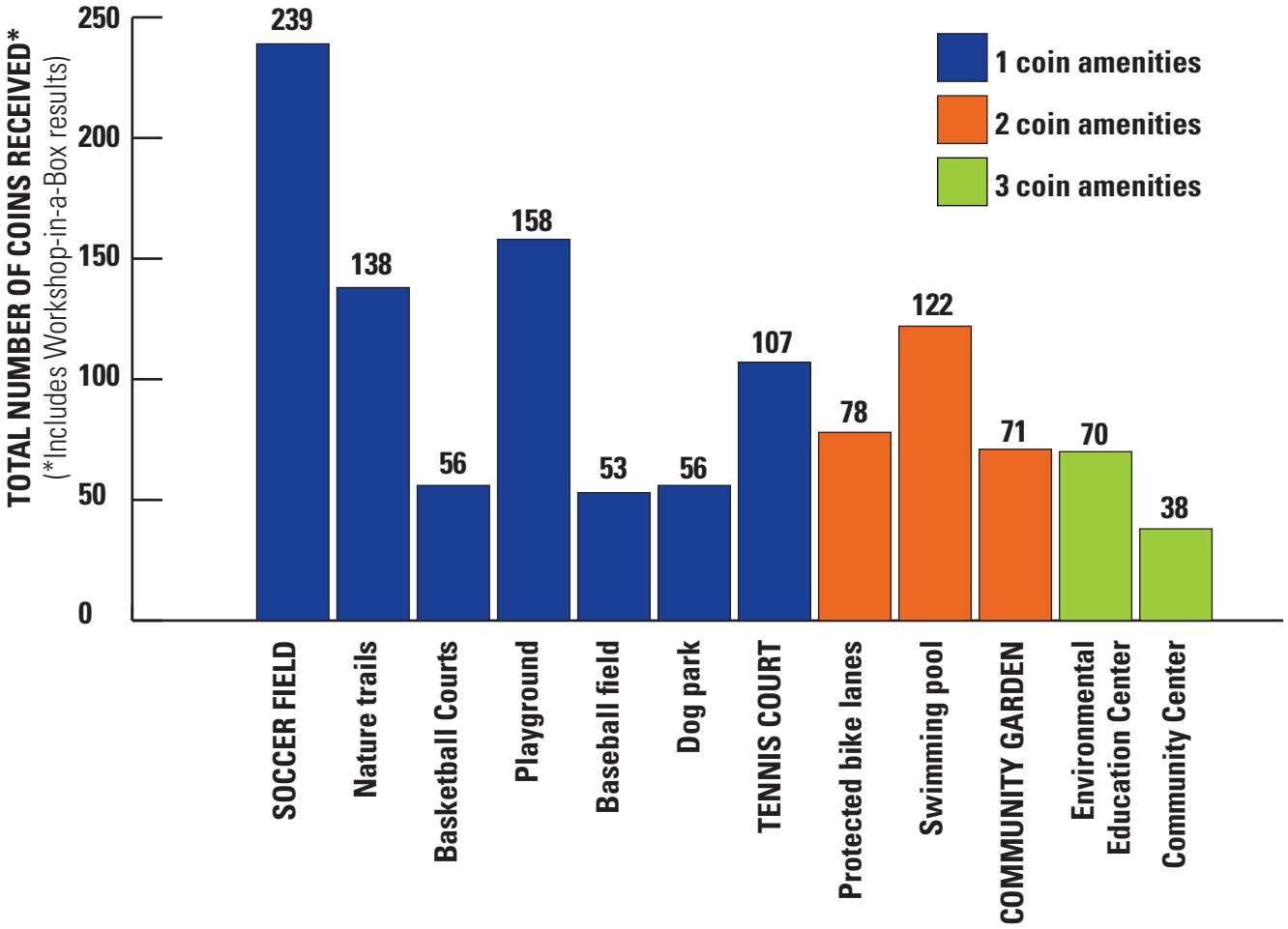

**PLAYGROUND**




**DOG PARK**



## NUMBER OF TOTAL COINS ALLOTED TO EACH AMENITY




**PROTECTED BIKE LANES**




**SWIMMING POOL**




**COMMUNITY CENTER**




**NATURE TRAILS**




**SOCCER FIELD**




**BASKETBALL COURT**



# Station #4: Describe Me! Station

The Describe Me! Game involved eight boxes printed with images of different parks or natural settings. The project team chose images that illustrated a range of "landscape types" such as lush vegetation, turf fields, drought-tolerant plantings, and naturalized areas. The purpose of these selections was to understand which aesthetics Oxnard residents find most appealing and to gauge their perceptions of sustainable landscape designs. Participants wrote their comments on a card and deposited them in the box anonymously. At the end, the project team tallied the results to reveal trends.



## WHAT WAS LEARNED

- Residents responded negatively to dry landscapes but positively to native landscapes with contemporary design elements
- Oxnard should find a way to educate residents on the value of different landscape aesthetics



## MAJORITY RESPONSES

- Dry

## MINOR RESPONSES

- Needs maintenance
- Ugly or unappealing
- Good place to walk dogs
- Natural, wild open space
- Needs more green
- Nice hiking trail
- Need or want this in Oxnard
- Beautiful or "I like it"



## MAJORITY RESPONSES

- Natural, wild open space habitat

## MINOR RESPONSES

- Scary, dangerous, ugly
- Needs maintenance
- Beautiful or "I like it"
- Needs trails or paths
- Wasteland, abandoned
- Nice hiking trail
- Develop into soccer fields



## MAJORITY RESPONSES

- Beautiful or "I like it"

## MINOR RESPONSES

- Clean or maintained
- Like the playground
- Like the green or open space
- Good for families
- Good for social activities
- Like trees or shade



## MAJORITY RESPONSES

- Beautiful or "I like it"
- Good for walking

## MINOR RESPONSES

- Peaceful, relaxing, or calming
- Need or want this in Oxnard
- Clean
- Safe
- Needs lighting



## MAJORITY RESPONSES

- Beautiful or "I like it"
- Need or want this in Oxnard

## MINOR RESPONSES

- Good for soccer
- Good for sport or exercise
- High maintenance



## MAJORITY RESPONSES

- Beautiful or "I like it"
- Dry, needs watering or grass
- Boring or don't like it

## MINOR RESPONSES

- Peaceful, relaxing, or good for meditating
- Educational
- Nice place for a walk
- Drought tolerant or eco-friendly
- Nature/natural



## MAJORITY RESPONSES

- Good for biking
- Beautiful or "I like it"

## MINOR RESPONSES

- Needs maintenance
- Fun, or good place to spend time
- Good place to be active or exercise
- Need protected bike lanes or paths
- Relaxing or peaceful
- Beach



## MAJORITY RESPONSES

- Needs maintenance

## MINOR RESPONSES

- "I don't like it" or ugly
- Beautiful or "I like it"
- Needs more grass
- Needs more to be a usable park
- Could be used for soccer fields
- Dry

# Station #5:
# Survey Station

The Community Workshop allowed us to solicit more responses to our project survey. Making the survey one of the stations gave participants a chance to make their voices heard even if they weren't on the original random survey mailer. The results of the surveys from both nights, as well as those filled out during Workshop-in-a-Box meetings,  contributed to the Open Participation data results.

## WHAT WAS LEARNED

- See Open Participation Survey section on page 77.

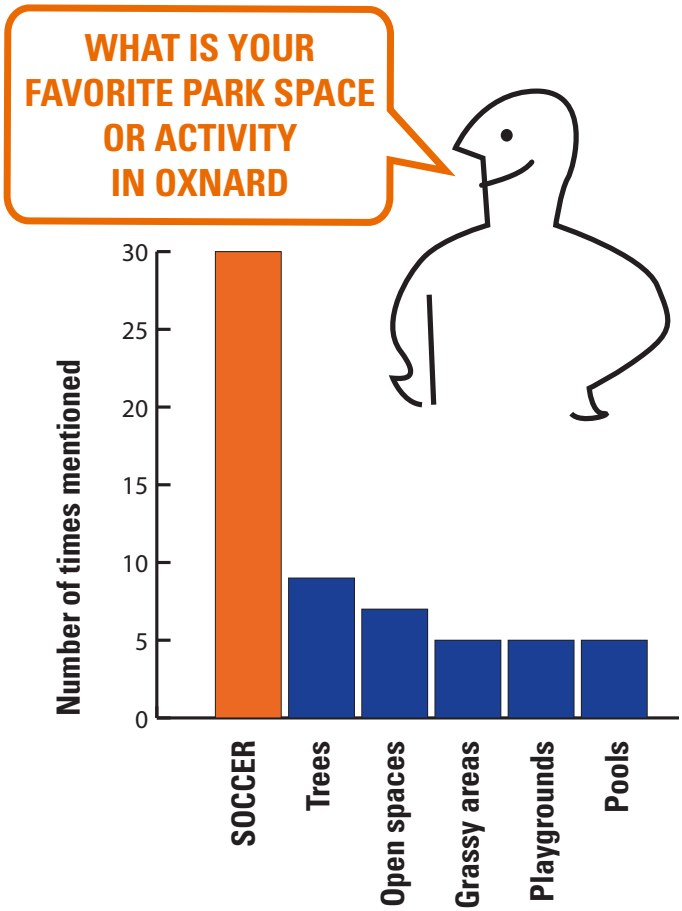


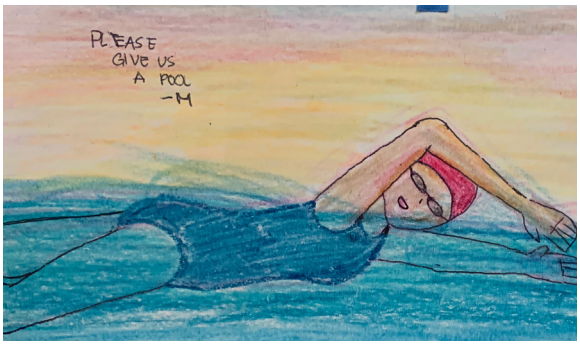
# Station #6: Kids Station

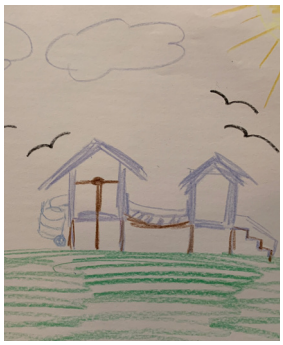
The Kids Station was an opportunity to get input from Oxnard's youth. The project team asked children to draw their ideal park or activity in Oxnard. After the workshops, the project team tabulated reoccurring themes in the drawings to create a profile of what the children want to see in their parks.

## WHAT WAS LEARNED

- For youth in Oxnard, soccer is the most popular program
- The children appreciate open spaces, grassy areas, and trees









# Workshop-in-a-Box

"Workshop-in-a-Box" kits—a **condensed version** of the community workshop—offered a way to reach **more neighborhood groups**.

The project team created Workshop-in-a-Box kits to expand community outreach. These kits came with instructions that allowed community stakeholders, such as Advisory Committee members or community organizers, to lead mini-community meetings without the project team. Each box contained packets of questions similar to those asked at the first Community Meetings along with a QR code and an online link to the project survey. The project team compiled the results from the workshops into the Open Participation survey data.

## PARTICIPATING ORGANIZATIONS

- C.A.U.S.E.
- The Oxnard Tennis Center
- Driffill Elementary School
- Haycox Elementary School
- M.I.C.O.P.
- Oxnard College
- Cesar Chavez School
- City of Oxnard Senior Services

**DESIGN**WORKSHOP
527 WEST 7TH STREET
SUITE 508
LOS ANGELES, CA 90014
213.426.1760

OXNARD
CALIFORNIA



# WORKSHOP-IN-A-BOX

## THE CITY OF OXNARD PARKS & RECREATION MASTERPLAN

# Community Workshop #2

The purpose of the second round of workshops was to ask for **community input** on potential solutions to **three specific issues** from the community survey and the first round of workshops.

The format of the second meeting was a poster session where attendees could review the Community Survey results and potential solutions to three problems. A focused discussion followed this. The project team held two rounds of discussions each night centered around the following questions:

- What is your reaction to the survey results? Are you surprised, or are any of the results unreasonable? Is the idea of protected bike lanes supported, desired, or thought to be feasible?
- Do you feel that the ideas presented for additional soccer fields would work in Oxnard? Did any characteristics of the designs stand out to you in particular?
- Did any of the images of the example parks excite you, and if so, which parks and which aspects?

While the City employed the same outreach methods as in the previous workshops, the attendance was, unfortunately, much lower than the earlier workshops.



Second Community Workshop

OXNARD
CALIFORNIA

# MAKE OXNARD'S PARKS BETTER

# MEJORA LOS PARQUES DE OXNARD

It is time for the next round of Community Workshops. Come to the workshop and make your voice heard.

Es tiempo para la próxima ronda de los Talleres Comunitarios. Ven al taller y haz oír tu voz.

**Both workshops are the same so choose your day! The workshop will be in Spanish & English. Share your opinon and have some snacks!**

**Ambos talleres son el mismo, así que Elige tu dia! El taller será en Español y en Inglés. Comparte tu opinion y come unos bocadillos!**



## Join Us! Únase a nosotros!

*Choose your time: 4:30 pm - 6 pm, or 6:30 pm - 8:00 pm

*Elige tu tiempo: 4:30 pm - 6 pm, or 6:30 pm - 8:00 pm

**DAY 1 / DÍA 1**
**English y Español**

4:00 pm - 8:00 pm*
April 24, 2019
Oxnard Performing Arts Center
800 Hobson Way, Oxnard, CA 93030

**DAY 2 / DÍA 2**
**English y Español**

4:00 pm - 8:00 pm*
April 25, 2019
South Oxnard Community Center
200 E. Bard Road, Oxnard, CA 93030

Have questions? ¿Tiene preguntas?
Eric Humel, Interim Project Manager
(805) 271-2231
eric.humel@oxnard.org

# Discussion Point #1: Installing Protected Bike Lanes and Improving Access to Nature

Because the project team heard the desire for more and better bike lanes in the Focus Groups, survey, and Community Workshops, it became important to discuss this topic with residents in more detail. Through conversations it become clear how bike lanes could create a network of parks and also enhance the design of parks.



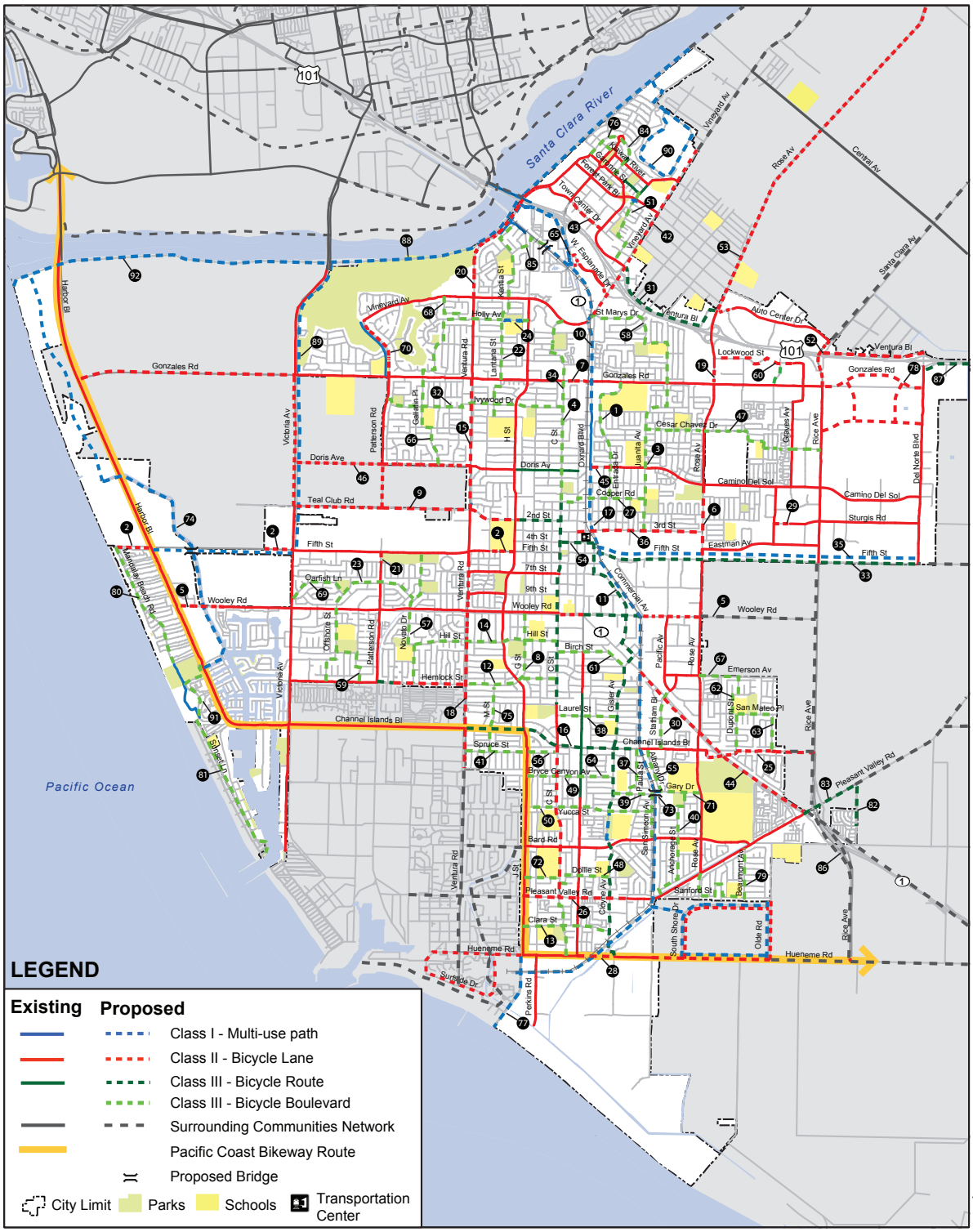

**BUILD A SANTA CLARA BIKE TRAIL**



**BRING NATURE INTO PARK DESIGN**



**CREATE HABITATS FOR PEOPLE & WILDLIFE**




## Oxnard Prioritized Bicycle Projects

Oxnard, CA
Bicycle & Pedestrian Master Plan
Source: City of Oxnard
Date: February 2012

0 0.5 1 2 Miles

**Map 6-1:** Oxnard Prioritized Bicycle Projects



PRIORITIZED BICYCLE PROJECTS:
2011 CITY OF OXNARD BICYCLE & PEDESTRIAN FACILITIES MASTER PLAN

# Discussion Point #2: Alternatives to Addressing Oxnard's Soccer Field Shortage

In the Focus Group discussions, the project team heard of the immense popularity of soccer in Oxnard and the shortages of fields. This sentiment was echoed in the first Community Meeting, where participants chose to spend their "coins" on putting in more soccer fields, and "playing soccer" was the most common answer to the question, "What is your favorite park activity?" at the Kids Station.

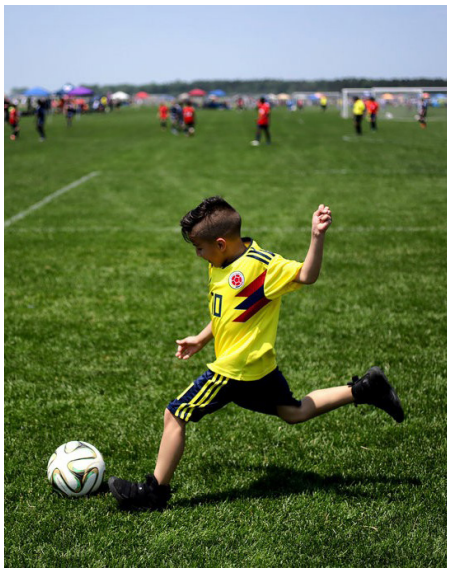
At the same time, the majority of survey respondents said that they would like the parks to have more recreational opportunities than just soccer— 79% in the mailed survey and 57% in the open survey. This made us wonder if there was an alternative that both provided the additional soccer fields the community desired while still keeping park space available for other activities. The project team proposed two options based on successful examples: sod farm use and indoor recreation centers.

## PRECEDENT: TUCKAHOE TURF FARMS. NEW JERSEY

Tuckahoe Turf Farms is a sod farm in New Jersey that rents its fields out for kids to play soccer. The farm fits 35 full-sized fields and has endless parking, restrooms, and clusters of food trucks. Since the farm supplies field turf, they can advertise an already tested product.

The farm hosts seven major tournaments a year and has seen over 300 teams and 25,000 visitors. There aren't any bleachers, but that's fine with families who say that the casual atmosphere promotes camaraderie and quality family time.










### SCALE COMPARISON



Tuckahoe Turf Farm ~175 Acres



CAMPUS PARK ~30 Acres



SPORTS PARK ~25 Acres



COLLEGE PARK ~72 Acres

## PRECEDENT: SANTA CLARITA SOCCER CENTER. SANTA CLARITA, CA
## PRECEDENT: UPLANDS SPORTS ARENA. UPLANDS, CA

Indoor recreation centers offer another potential solution for meeting the soccer demand. Both Santa Clarita and Uplands, CA, two Southern California cities, have sizeable indoor recreation areas with two to three fields, kid and adult soccer leagues, sports camps, and rental spaces. Because these fields can operate at night or in inclement weather, there is the potential of having hundreds of games per month.










### WHAT WAS LEARNED

- Community members expressed concern about the addition of new soccer fields conflicting with the amount of space used for agriculture.
- In general, community members were dubious that an indoor sports center would work well. They liked the idea of enhancing existing soccer fields and allowing them to be open later.

# Discussion Point #3: Park Variety to Inspire

The Scientific Survey revealed that approximately 76% of Oxnard's residents would like to see more variety in the recreational opportunities in the parks. While this number decreased to 57% in the Open Survey, it still revealed that residents want parks that have something for people who don't necessarily play organized sports. The project team also heard in the Focus Groups a need for activities for older children and teens and more emphasis on sustainability in the parks. Similarly, the Advisory Group advocated for showing residents examples of parks from around the world for inspiration.

At the Second Community Meeting, the project team presented images from four parks around the world that looked different than a typical Oxnard park. The project team wanted to see what aspects of these parks resonated with people.

## PRECEDENT: LIZARD LOG PARK. AUSTRALIA

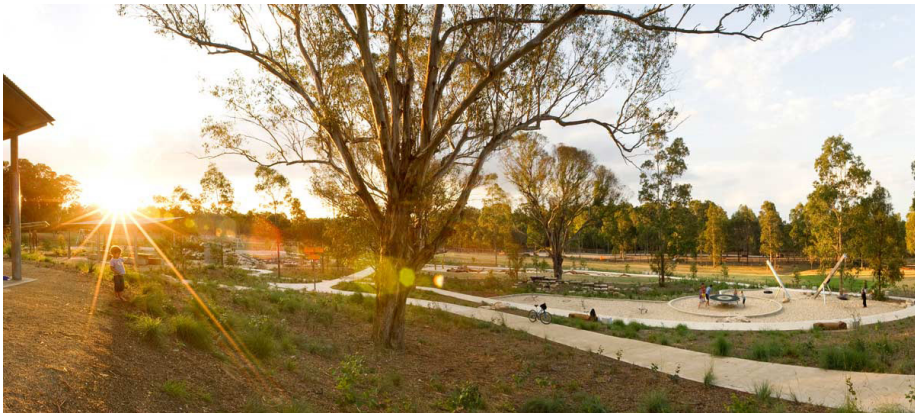
Lizard Log Park in Australia is approximately 70 acres, but the more programmed space is about 33 acres—similar in size to Campus Park. The park features native plantings, play spaces made of natural materials, and restrooms with a solar roof and common hand-washing basins. Irrigated lawn areas are confined to strategically located "picnic pods" for responsible water consumption.











**SCALE COMPARISON**




LIZARD LOG PARK
~70 Acres



CAMPUS PARK
~33 Acres



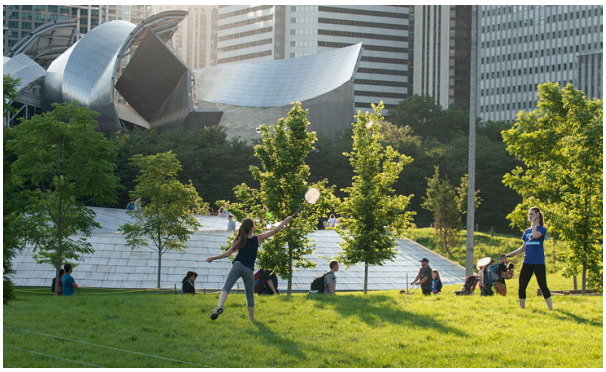
COLLEGE PARK
~77 Acres

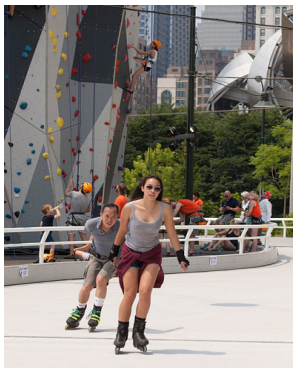


SPORTS PARK
~26 Acres

## PRECEDENT: MAGGIE DALEY PARK. CHICAGO

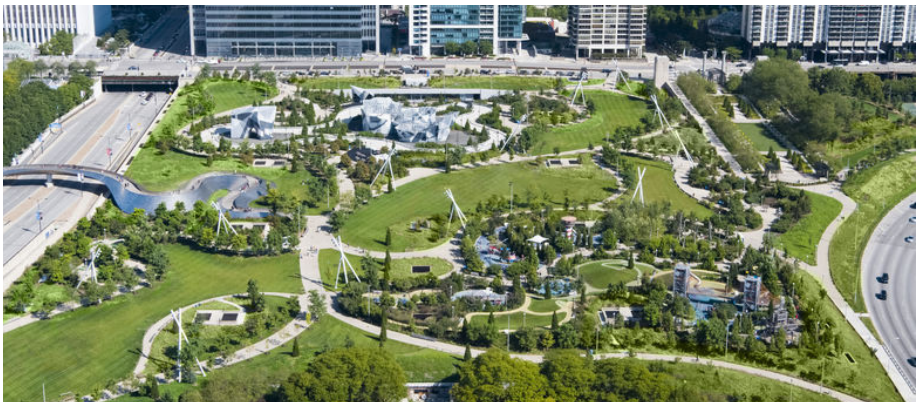
Maggie Daley Park is packed with activities-- climbing walls, playgrounds, and a skate path that turns into an ice-skating "ribbon" in the winter. Grassy lawns accommodate the casual soccer game, Frisbee, or picnic. All this allows Maggie Daley to be a multi-generational park serving diverse needs.











### WHAT WAS LEARNED

- Participants expressed a desire for nature paths.
- There is a strong need for maintained restrooms that are open later and have better lighting.

**SCALE COMPARISON**



MAGGIE DALEY PARK
~27 Acres



CAMPUS PARK
~33 Acres



COLLEGE PARK
~77 Acres



SPORTS PARK
~26 Acres

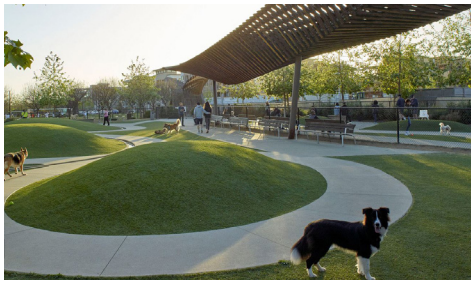
## PRECEDENT: BLUFF CREEK PARK. PLAYA VISTA, CA

Even though it's only three acres, Bluff Creek Park contains a playground, dog park, native plant walking paths, and an artificial turf soccer field. This park offers an example of how Oxnard could provide more variety of programming and activities within their existing neighborhood parks and be more of a resource to everyone.











### SCALE COMPARISON



Bluff creek PARK
~3.3 Acres



Thompson park
~2.7 Acres



Lathrop PARK
~3 Acres

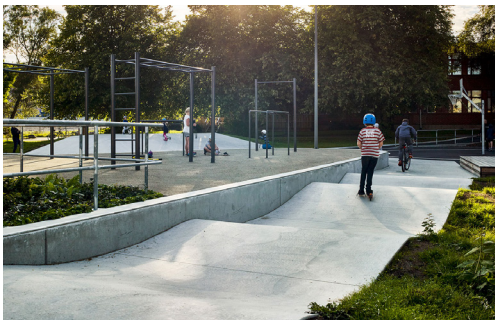


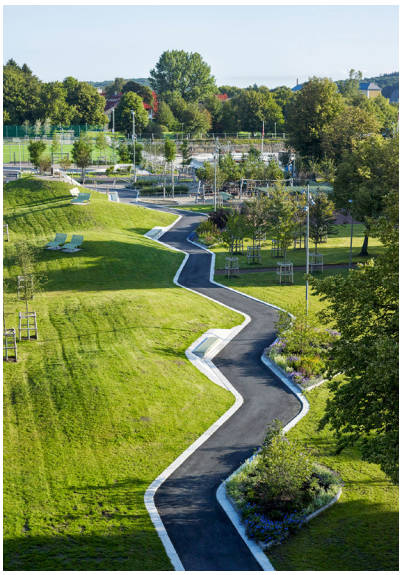
Community PARK
East ~4.4 Acres

## PRECEDENT: FLATAS PARK. SWEDEN

Flatas Park in Sweden employs constructed topography and creativity to add interest and fun into its small size. This park uses humble materials, like concrete and asphalt, in a unique way to turn an average park into something noteworthy.







**SCALE COMPARISON**



Flatas PARK
~2.5 Acres



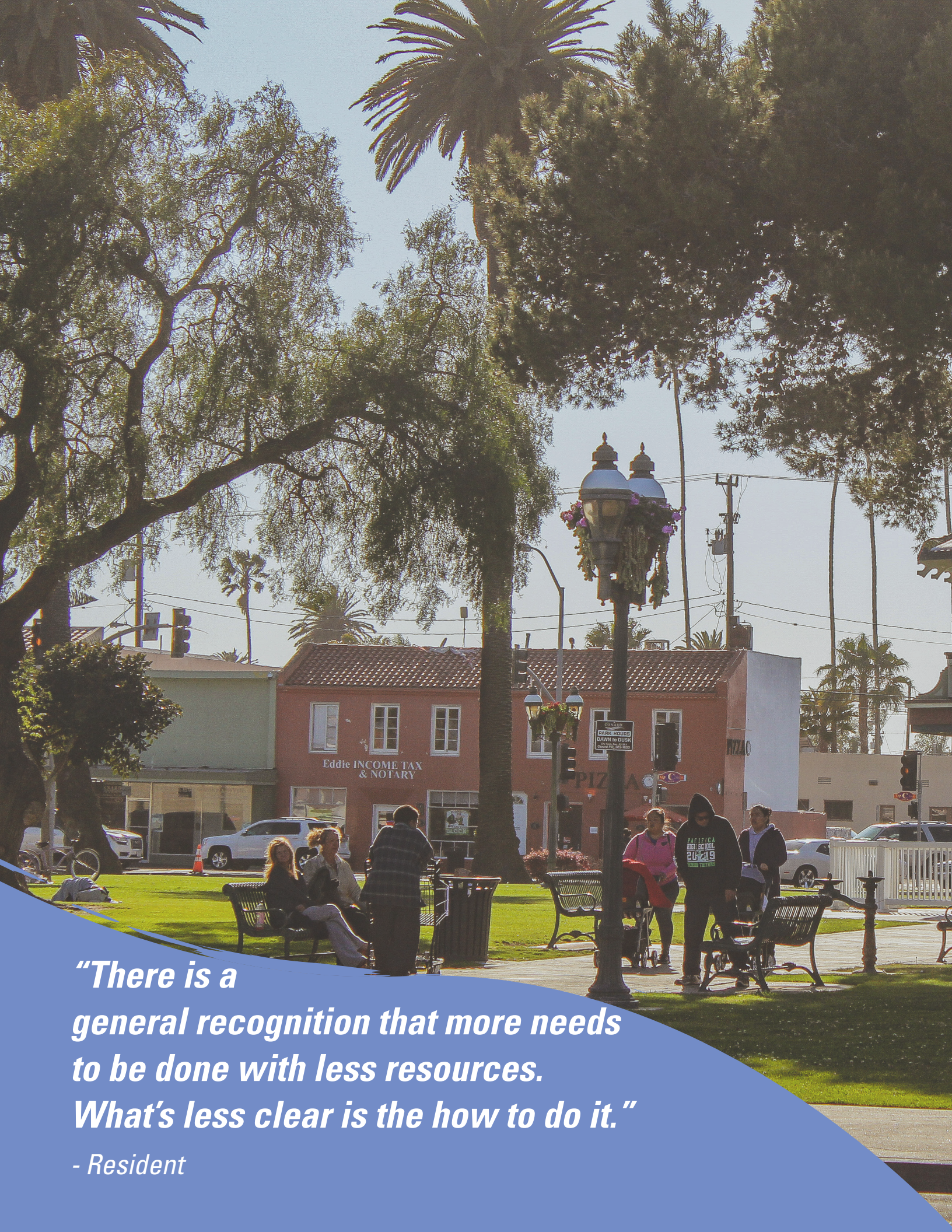
Thompson park
~2.7 Acres



Lathrop PARK
~3 Acres



Community PARK
East ~4.4 Acres




***"There is a general recognition that more needs to be done with less resources. What's less clear is the how to do it."***

*- Resident*

# Goal 1: Improve Maintenance & Operations



Strategy One: Increasing & Diversifying Funds

Strategy Two: Becoming More Efficient with Funds

Strategy Three: Designing Parks to Lower Maintenance Load

Strategy Four: Streamlining Resources

A city's parks and open spaces reflect its quality of life and provide a sense of civic pride. For many communities, parks are the foundation of social and physical opportunities. Ill-maintained parks can create the illusion that a neighborhood is unkempt. This chapter focuses on how the City of Oxnard can improve park maintenance by raising additional funds and reducing maintenance load.

# Strategy 1: Increasing & Diversifying Funds

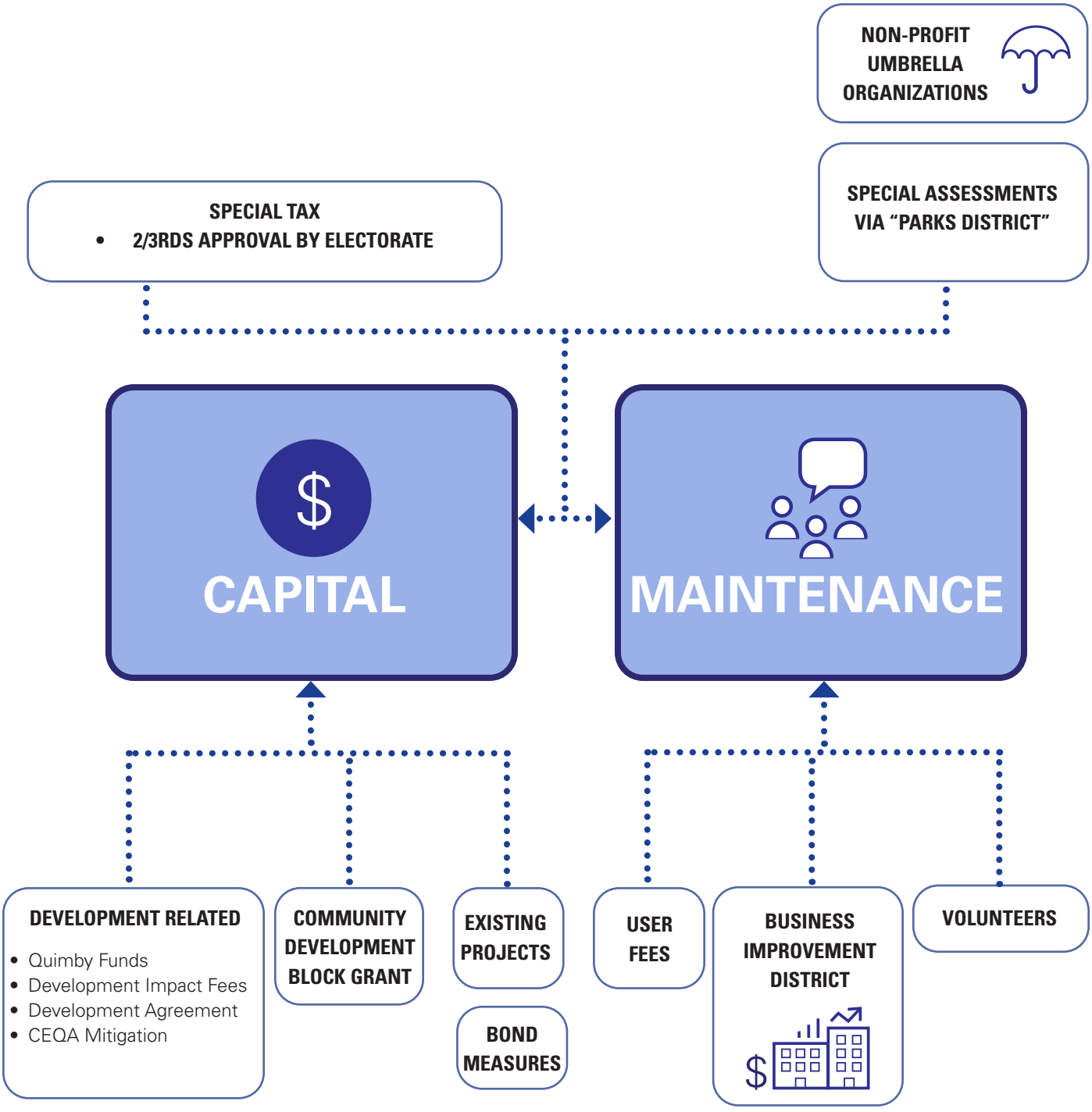
**Quality, well-maintained parks** require money; offering **exceptional recreational programs** requires money. This is so straightforward that it may seem naive, but it could be this simple. The question is, where to start?

Not enough staff or funds is a problem many municipalities face, and Oxnard is no exception. Budget problems have plagued the city since the onset of The Great Recession, and they don't seem to be waning. In our staff interviews, the project team heard of budget and staff cuts year after year challenging division heads to do more with less. Eventually, there comes a breaking point.

While the strategy of "Increasing & Diversifying Funds" is simple, the strategies to do this are not, but there are some tactics that have the potential to increase Oxnard's coffers.



# Additional Revenue for Parks

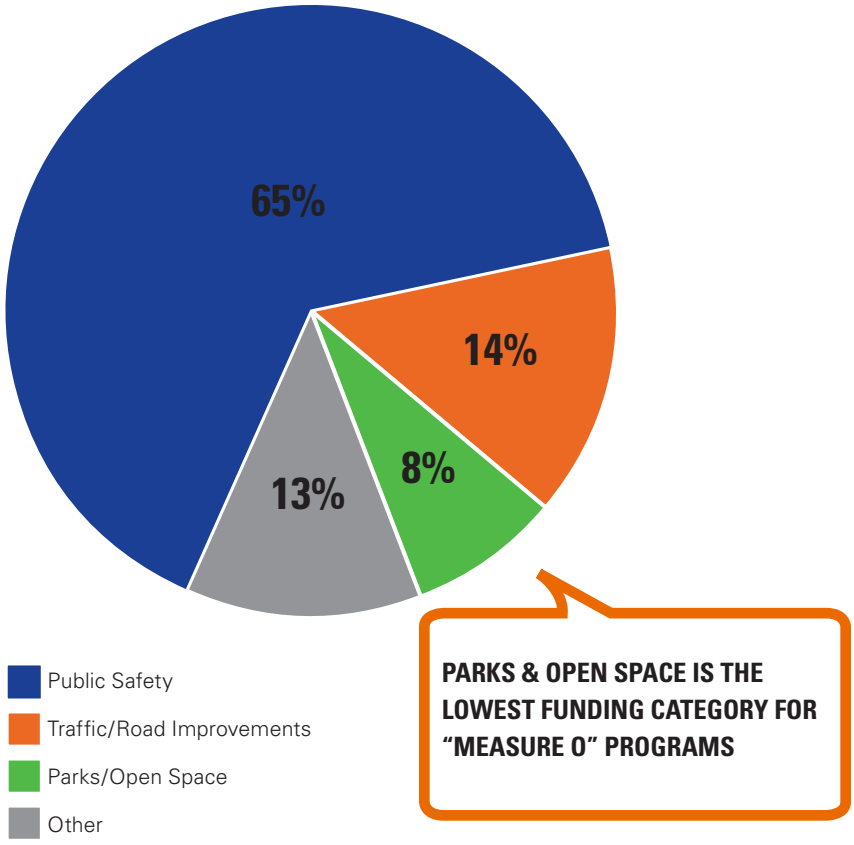


# Create a Tax to Fund Parks & Recreation

Measure O is a 20-year general-purpose sales tax enacted in November 2008 to "enhance services to the Oxnard community." These services include public safety, traffic/road improvements, parks/open space and a variety of other services. While 8% of "Measure O" is dedicated to parks and open space, a majority goes to services deemed essential, e.g., public safety.

Oxnard's parks and recreation services need a consistent and dedicated funding source beyond Measure O. The City should evaluate any new sales tax initiative for its ability to provide funding parks need to thrive.

## CURRENT "MEASURE O" BREAKDOWN (2018-2019)



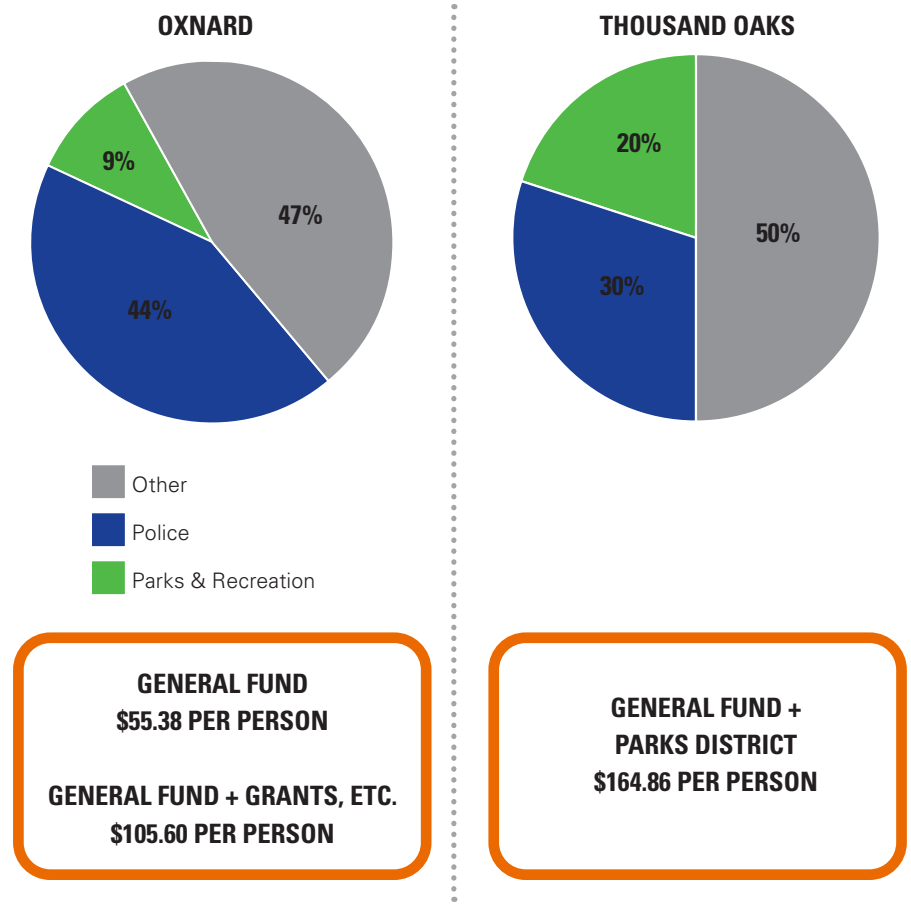
# Create an Oxnard Parks & Recreation District

Parks Districts provide funds to maintain, operate, and develop parks and recreation facilities within a specified district boundary. The majority of parks and facilities serviced by a Park District are owned by that district, though some may be owned by the district and city. All collect a form of property tax, which goes into a special fund for parks instead of the General Fund.

The City could explore creating a Parks District similar to other nearby cities such as Thousand Oaks. Forming a new district requires planning and should not be taken on lightly. It can be costly and time-consuming due to the fees, studies, and elections/voting involved. Still, it has excellent potential to provide the necessary resources needed and should be considered as the best alternative to increase maintenance funds.

Consider this: Oxnard's General Fund provides approximately $11.5 million for Parks and Recreation, or about $55.38 per person. With the additional grant funding Oxnard receives, that per capita expenditure increases about $40, but that's only 58% of the funds available to residents of Thousand Oaks due to its park district support. In the absence of additional funding, Oxnard's parks and recreational programs will not be able to thrive.

## EXPENSES




**SUMMARY OF OXNARD PARKS AND RECREATION GENERAL FUND EXPENDITURES BUDGETED FOR FY 19/20**

| | |
|---|---|
| Parks General Fund Expenditure | $5,136,562.00 |
| Recreation General Fund Expenditure | $6,492,613.00 |
| *Total Parks and Rec General Fund Expenditures Budgeted FY19/20* | *$11,629,175.00* |

**SUMMARY OF OXNARD PARKS AND RECREATION GENERAL FUND EXPENDITURES BUDGETED FOR FY 18/19**

| | |
|---|---|
| Parks General Fund Expenditure | $5,924,066.00 |
| Recreation General Fund Expenditure | $6,912,876.00 |
| *Total Parks and Rec General Fund Expenditures FY18/19* | *$12,836,942.00* |

# Encourage Business Improvement Districts in Commercial Areas

A Business Improvement District (BID) provides funds for improvements within a specified commercial district to beautify the area and promote local businesses. Each business owner contributes to a collective fund to use on projects. By investing in the "look and feel" of the district, BIDs create nicer places, encouraging people to shop, live, and work within their district. The benefits are enhanced public safety and improved identity that increase economic development. Additionally, BIDs can drive investment in public parks by contributing funds to capital improvement projects, maintenance, and recreational programming.



**CASE STUDY ONE: CAPITOL RIVERFRONT BID**
Washington, D.C.

- Manages 10 acres of parks through a creative partnership with Washington D.C. These include eight major park/public spaces that link the district
- Maintains and programs Yards Park and Canal Park which are considered significant public spaces in the neighborhood that hosts events for over 75,000 people
- The BID supports walkable streets and nature-focused lifestyles



centercityphila.org/parks/sister-cities-park

**CASE STUDY TWO: CENTER CITY DISTRICT BID (CCD)**
Philadelphia, Pennsylvania

- The CCD and associated non-profit Center City District Foundation (CCDF) work together to enhance downtown Philadelphia while managing four urban parks.
- Works year-round to leverage new investments in parks and public spaces orchestrating state and federal funding as well as support from foundations
- Over $63 million in improvements to parks since 2008, including more green space, new signs, paths, art, and lighting

# Establish a Non-Profit Parks Foundation

A Parks Foundation is a non-profit organization with a mission to raise funds for projects and programming. Typically, Parks Foundations are realized through public-private partnerships between a non-profit entity and the Parks Division. They can raise funding from local businesses, foundations, or corporations to finance city parks since cities aren't set up to accept private donations for public park improvements. Establishing a park's foundation is an avenue to raise money through both public and private sector partnerships.

Programs such as "Adopt-A-Park," "Friends Of The Parks," or "Donate A Bench" are ways a Parks Foundation can collect donations to help sustain city parks and programs. Other methods include annual fund-raisers, capital campaigns, in-kind donation programs, and endowment funds. Additionally, a Parks Foundation can work on initiatives with other non-profit groups or volunteer organizations to implement projects such as community gardens, pocket parks, wellness programs, and more. It could be a great way for Oxnard to have an additional funding source to create new projects, maintain existing facilities, and enhance recreational offerings that the City can't provide.



**CASE STUDY ONE: CITY PARKS FOUNDATION**
New York, New York

- A non-profit organization created to program parks in New York City.
- Over 300,000 New Yorkers participate in their free recreational programming. With 400 parks programmed annually, there are 12,000 kids receiving free athletic scholarships and over 24,000 local volunteers to improve the district's park spaces.
- Generates fees through fundraising events, grants, donations, patronage, sponsorships, and corporate events.



**CASE STUDY TWO: CHICAGO PARKS FOUNDATION**
Chicago, Illinois

- Founded in 2012 to support Chicago parks and programs
- Stewards over 8,500 acres of green space, more than 600 parks, 230 field houses, 29 beaches, and 26 miles of Lakefront.
- An official charitable partner to the Chicago Park District that raises funds and awareness for parks via special events, community outreach, fiscal partnerships, and restorative projects.

# Incorporate Revenue Generating Facilities into Parks

Oxnard's parks need to be less reliant on the General Fund for their financial sustainability. To do this, the City must get creative on how their parks can cover more operating expenses through park-generated revenue. Oxnard could partner with private organizations charging them a fee to use park space for these programs.  It is standard that a business will pay the City for renting park space, but will keep all operational profits. Private organizations such as adventure companies, mobile concession stands, athletic instruction, and camps can all be required to rent park space for a pre-set fee to generate income.



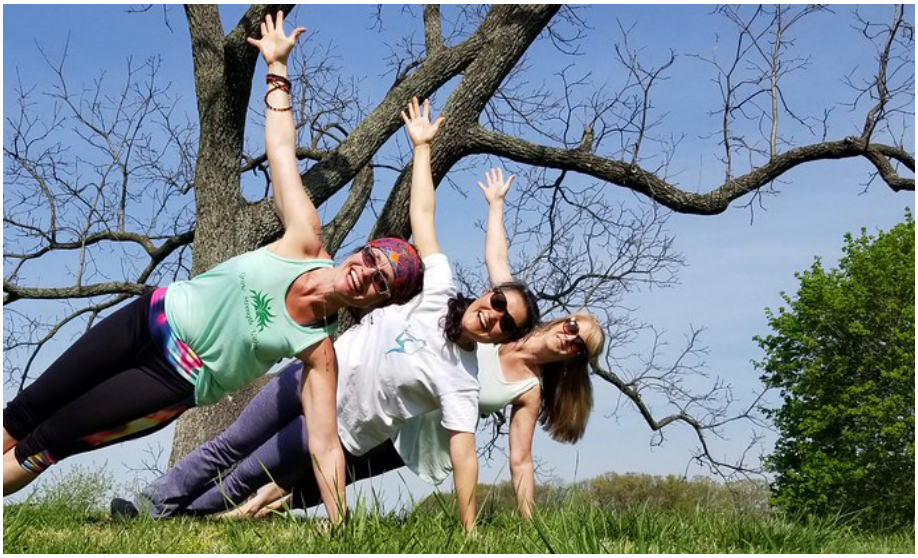

Bike, boat or roller skating rentals in parks to generate income



Mobile concession stands for sports games/ events



Partnering with local companies and camps for space rental



Fitness and personal training licensing in parks

# OTHER FUNDING SOURCES FOR OXNARD

## Voter Dependence

### SALES TAX PERCENTAGE

A new sales tax percentage or hotel taxes to go into funding parks

### GRANTS

Non-repayable funds given out by a government for a specific purpose, such as park maintenance or improvement

### BOULEVARD TAX

A charge added to property tax bill based on linear footage of the property along a parkway or boulevard

## Partnerships

### CORPORATE PARTNERSHIPS

Private donation to park spaces in return for corporate naming and brand integration/ dedication

### GIFT CATALOG

An Internet based shopping list for individuals to "buy" or contribute money towards gifts for the Divisions

### RETAIL PARTNERSHIPS

Working with a retailer to give customers the option of adding a percentage or dollar amount to their bill to be given to parks/ recreation

## City Council Approval

### CANNABIS TAX

Tax on the sale of cannabis as a percentage of retail price

### DEVELOPMENT IMPACT FEES

Cash contribution substitutes for land requirement

### LAND/LEASE CONCESSIONS

Land or space leased to private companies for use; also includes contracts with companies to sell only their line of product

### IMPROVEMENT DISTRICTS

Landscape, Maintenance Districts, etc.; Special assessments on property owners to support development/ maintenance costs

OTHER REVENUE STRATEGIES

LONG TERM SOURCES

NON-RECURRING FINANCING MECHANISMS

# Strategy 2: Becoming More Efficient With Funds

There are essentially three prongs to improving Oxnard's financial situation. Strategy 1 reviewed increasing funds or **making the pie bigger;** the second involves being **more efficient** with existing funds.

Oxnard doesn't have money to waste, so it needs to examine every expenditure for potential cost savings. Lack of maintenance was a big concern for Oxnard residents, but city staff felt they were doing the best with their limited resources and extreme maintenance load. The two biggest park operations expenditures are water and energy. Finding ways to reduce maintenance loads and decrease the water and electric bills are a target for unlocking money for other projects or expenses.



Solar panels on picnic structures allow for more usage of features at night

# Reduce Energy Costs

Oxnard spends more money on water and electricity than anything else for parks. A long-term investment in sustainable systems, such as solar panels and efficient lighting, will be a significant upfront cost but will result in dramatic cost savings over time. Oxnard should implement solar-powered or cost-efficient LED lighting in all City parks. In facilities such as public restrooms, efficient ENERGY STAR-rated appliances need to be installed to save money.

Better designed restrooms and other structures can result in savings too. Skylights over restroom stalls will allow for less energy to be used in the daytime hours. Other solutions like installing solar panels on top of restrooms, picnic structures, and community centers can reduce energy costs. Additionally, Oxnard spends a large amount of money, maintaining the expansive turf in parks. The City should strategically replace turf with water-smart planting to lower the water requirement of each park.




Green roofs for public restrooms reduce electricity demand
Source: Design Workshop Mueller Branch Park



Solar panels and skylights in restroom design save a lot of money in park energy costs



Solar powered park lighting can reduce energy costs by 30%

# Install Efficient & Controlled Irrigation

The cost of overwatering can be tremendous. Efficient and technologically advanced water solutions can save a city hundreds-of-thousands of dollars every year in water costs! The City of Oxnard should hire an expert consultant to evaluate its current water-use practices and irrigation methods. This consultant would audit the City's existing systems and water-use consumption patterns over ten years to reveal any problems with overwatering or waste.

Many California cities are running their irrigation systems on outdated technology. Contemporary irrigation systems have become automated and controllable through mobile applications or desktop computers; this allows for consistent monitoring of all irrigation systems so that problems can be spotted right away. Oxnard can use these technologies along with a comprehensive water management plan to ensure the sustainable development and management of water resources on a municipal level. Comprehensive strategic planning can establish priorities for water-efficiency projects to evaluate the most significant impact or cost-saving solutions for the City.  The chart on the following page describes further strategies for improving water efficiency.



# OVER WATERING IN CALIFORNIA

THE WESTERN UNITED STATES WASTES OVER ONE MILLION ACRES WORTH OF WATER PER YEAR

**PROBLEMS**

## INADEQUATE TECHNOLOGY

## PERFORMANCE ISSUES

## POOR DESIGN & MAINTENANCE

**SOLUTIONS**

### WEATHER ADAPTIVE IRRIGATION



New technologies allow irrigation to adjust their water-flow settings to match weather patterns automatically. For example, if the weather is cool and cloudy, irrigation systems can now adjust automatically to produce less water than on a hot sunny day.

### RETROFITTING OLDER MODELS



Software advances have come a long way in water conservation technology. Many irrigation companies will now allow cities to retrofit their control systems at no cost and get paid back for water savings. This allows the City to focus upfront dollars on infrastructure improvements and spend less money on control costs.

### IRRIGATION MONITORING



35% of wasted water comes from unreported leaks in irrigation systems. Computer-driven irrigation monitoring and software systems detect broken parts or irregular water flows in real-time while producing metric data on water-use.

### PERFORMANCE MANAGEMENT



Consultants can audit existing irrigation systems and analyze water-use over ten years, comparing data to an industry baseline and performance management baseline. Setting a performance management baseline will set the target amount of water they should be realistically using per year based on data.

### WATER MANAGEMENT PLANS



Water Management Plans guide cities to update the design, delivery schedules, and pressure requirements of irrigation systems. They act as an overall framework plan that gives guidance on how to control the volume, frequency, and rate of water irrigation for whole city networks and individual sites.

### RECLAIMED INFRASTRUCTURE




Oxnard is already developing new sources of potable water from wastewater. This will help with water conservation and sizing of infrastructure. Continued work with consultants is recommended.

# Strategy 3: Designing Parks To Lower Maintenance Load

The third financial strategy is to identify and eliminate those **systemic qualities** in the parks that are making maintenance more **time consuming or costly**.

Different landscapes require different amounts of maintenance. This means that from the beginning of park design conception, creating a landscape that matches maintenance requirements with maintenance capacity is essential for park success. Without this, the park will forever be doomed to suffer from a lack of maintenance due to lack of resources— a failure in design. This section includes strategies to reduce maintenance through design.



# Use Durable & Sustainable Materials

Oxnard should invest in long-lasting, sustainable materials in parks. While many durable products are more expensive, their longer life will save the City money in the long run. It's particularly important to choose materials selected for resistance against vandalism and weather elements (such as salt from the ocean or heavy sun exposure). Long-lasting natural materials, such as stone or concrete, have a timeless aesthetic and need to be replaced less often than the average product. When designing a park, work with the landscape architect to evaluate the life cycle of specified products versus their cost.



Stone is a great material choice because it is very durable and can last generations without repair. Oxnard must be selective with where it can invest in high quality products.



High-quality poured concrete can look better over time.



High quality materials selected for resistance against vandalism and weather elements

# Transform from Turf to Native or Conservation Plantings

Most of Oxnard's parks have lots of turf which requires irrigation and regular mowing. This adds up to dollars spent on water and hours spent on maintenance. Redesigning parks to have less turf would not only save money, but also result in more environmentally responsible and engaging parks.

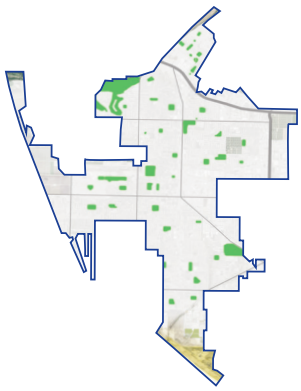
Plant native landscape material in spaces where no programming is expected to occur, such as along the exterior perimeter of the park, between pathways, or in smaller areas and between amenities. Slowly converting each city park into primarily "conservation lawn" or native planting will result in a significant decrease in maintenance and water costs. While perennials and native grasses do need occasional maintenance, they require significantly fewer resources for watering, mowing, cutting, and seeding. According to the chart below, if Oxnard were to convert 30% of its turf area into natural planting, over $500,000 could be saved annually. The diagram on the next page shows an example of a (re)design.

### COST COMPARISON OF TURF TYPES VERSUS NATIVE PLANTINGS

| Landscape Type | Annual Hours Per Acre | Average Hourly Staff Rate | Personnel Cost | OTPS % | OTPS Cost | Total Cost Per Acre | Cost Per SF |
|---|---|---|---|---|---|---|---|
| Turf - Typical / Non-Athletic | 329 | $20 | $6,579 | 55% | $3,618 | $10,197 | $0.23 |
| Turf - Athletic Fields | 566 | $20 | $11,323 | 75% | $8,492 | $19,815 | $0.45 |
| Turf - "Low-mow" | 184 | $20 | $3,678 | 45% | $1,655 | $5,333 | $0.12 |
| Native Planting | 184 | $25 | $6,610 | 30% | $1,383 | $5,993 | $0.14 |

**Note: OTPS = "Other Than Personnel Services"; OTPS costs include materials, supplies, equipment maintenance, fuel, utilities, etc. *Costs can be ~15,000 higher if the field is re-sodded yearly**

### TURF IN OXNARD CALCULATIONS

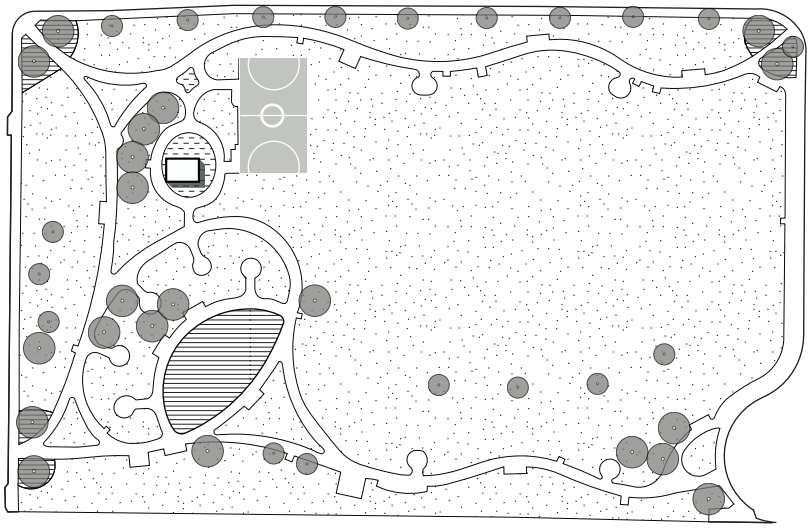


Estimated Turf In Oxnard Parks:
15,949,961 square feet

Estimated Turf Cost Per Year (Typical/Non-Athletic Turf):
$3,668,491 annually

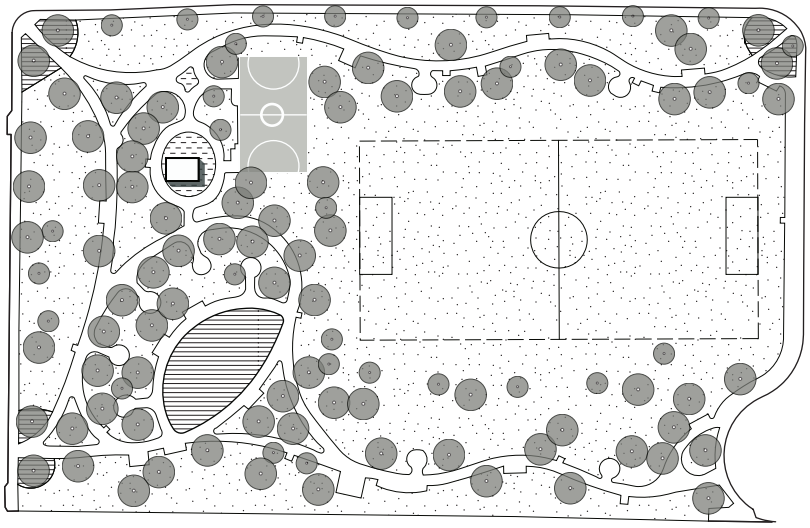
Estimated Cost Per Year if there is a 30% Conversion from Turf to Native Planting:
$3,237,842 annually

Estimated Cost Per Year if there is a 30% Conversion from Turf to "Low-mow Turf":
$3,142,142 annually



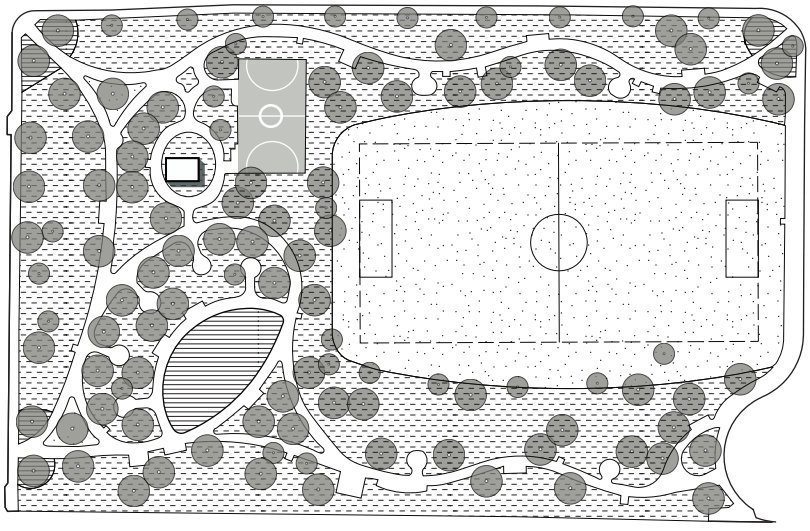
## PHASE ONE: EXISTING PARK IN OXNARD

Oxnard's parks are comprised almost entirely of turf. They have large open spaces, typically used for sports, with meandering pathways and other limited amenities. The associated diagram is of Garden City Acres Park. One can see there are many "dead" spaces between paths where no programming can happen.



## PHASE TWO: PROGRAMMING ZONES & NATURALIZE

When (re)designing a park, first delineate the appropriately sized area for required programming. It is important to define the current park usage to know how much turf is necessary. In this example, a soccer field is accommodated within the open, flexible turf space.



## PHASE THREE: REPLACE TURF WITH NATURAL PLANTING

Convert all non-program use areas to either natural materials, conservation lawn, or native, drought-tolerant planting. This will dramatically reduce site water-use and maintenance costs. For Garden Acres Park, the spaces that have no programmatic function can be converted to native planting. An advantage of this conversion is that the native planting can provide a new program—a community botanical garden.

# Use "Low-Mow Turf" for Sustainable Landscapes

Conservation lawn, or "low-mow" lawn, is a more sustainable alternative to traditional turf landscapes. Not only does "low-mow" turf require little water, but it also deters weeds, thrives in a range of lighting conditions, and requires no fertilizer. Additionally, "low-mow" turf is mowed only a couple times a year. The City would save over $500,000 annually if it were to convert just 30% of this turf to "low-mow" planting. This is in addition to savings in labor due to less mowing.

Having a "mowed edge" against the "low-mow" planting can make a marked difference in the community's perceptions of native landscapes. The clean line of a mowed edge juxtaposes the natural plantings, conveying that the landscape is intentional.

It is important to consider that maintenance needs for "low-mow" turf will be different than the traditional grass lawn. Oxnard staff will require training and/or hiring of new employees to ensure the new "low-mow" landscapes are adequately maintained.



A clean mowed edge along a "low-mow" natural turf condition creates a beautiful juxtaposition. The topographic edge with planting indicates occupiable space.



Use "low-mow" planting in buffer areas, along hard-to-mow topography and spaces with minimal foot traffic. These areas can have a more natural aesthetic and require less maintenance.

# Utilize Bio-Retention Technologies

Bio-retention technologies are environmentally responsible and cost-effective ways to collect stormwater. The main benefit of implementing bio-retention technologies is that they significantly reduce water load on a city's existing infrastructure systems and can add a natural element to landscapes.

There are numerous funding avenues for the design and construction of bio-retention areas along streets and in parks in California. The state's prolonged drought and water quality challenges mean that designs that promote responsible water use are a high priority for grants and state funding initiatives.

These innovations aren't complicated. Simple "curb-cut" designs could be installed to collect and filter stormwater into park spaces from the street, utilizing it for bio-retention and infiltration.



While Oxnard generally has sunshine all year round, there are times of heavy rains in winter months. Designing new infrastructure with stormwater retention in mind will improve the condition of the City's underground utilities.



Stormwater bio-retention areas designed into attractive park features such as a stream



Curb cuts on roadways around the perimeter of park can collect and filter stormwater reducing the load on city systems.



Bioswales with native plantings are both beautiful and functional.

# Use Artificial Turf in Parks for Sports Play

Oxnard could benefit from installing artificial turf in many of its sports fields. A typical grass sports field can use between 500,000 to 1,000,000 gallons of water each year, so synthetic turf can result in substantial financial savings. For this reason, the City of Los Angeles is replacing every natural turf field with high-quality synthetic grass. In Oxnard, switching to artificial turf would significantly save on water bills, which would allow the City to recapture the cost of installation within a few years. It also reduces the costs associated with mowing, such as labor and equipment.

The chart on the next page, from the University of Michigan, breaks down each cost associated with real and artificial turf fields. Natural grass is, on average, about $20,000 higher than artificial turf for general maintenance costs per field. Another advantage of artificial turf is they can withstand much more "wear and tear." Many of Oxnard's sports fields are run down from constant play; artificial turf fields will allow the Oxnard community to have a versatile and flexible play surface for year-round activity.



## COST OF EQUIPMENT, SUPPLIES AND LABOR REQUIRED FOR MAINTENANCE:

| ARTIFICIAL TURF | | NATURAL GRASS | |
|---|---|---|---|
| Water (for cooling) | $6,000 - $35,000 | Irrigation | $6,000 - $35,000 |
| Sprayer for water application | $1,000 - $35,000 | Equipment for Irrigation | $3,000 - $31,000 |
| Sweeper | $1,500 - $20,000 | Mower | $13,000 - $69,000 |
| Mechanical Broom | $500 - $3,000 | Fertilizer Applicator | $1,000 - $3,000 |
| Line Painter | $500 - $3,000 | Line Painter | $700 - $3,000 |
| Groomer | $1,500 - $2,000 | Rollers | $2,000 - $4,000 |
| Cart (for towing equipment) | $7,000 - $16,000 | Cart (for towing equipment) | $7,000 - $18,500 |
| Field Magnet | $500 - $1,000 | Aerator | $2,100 - $5,000 |
| Rollers | $250 - $2,000 | Vacuum | $2,100 - $5,000 |
| Top Dresser | $4,500 - $10,000 | Top Dresser | $4,500 - $20,000 |
| **Total** | **$23,250 - $127,000** | **Total** | **$42,800 - $205,500** |

## ANNUAL MAINTENANCE REQUIRED FOR:

| ARTIFICIAL TURF | | NATURAL GRASS | |
|---|---|---|---|
| Painting/removal | $1,000 - $10,000 | Painting/removal | $800 - $12,300 |
| Top Dressing/Infill | $5,000 | Top Dressing | $0 - $5,400 |
| Brushing/Sweeping | $1000 - $5,000 | Dragging | $0 - $200 |
| Disinfecting | $220 | Fertilizers | $1,200 - $11,000 |
| Carpet Repair | $1000 - $8,000 | Pesticides | $650 - $6,300 |
| Water Cooling | $5,000 - $10,000 | Aeration | $700 - $960 |
| Weeding | $500 - $1,000 | Sod Replacement | $833 - $12,500 |
| | | Irrigation | $300 - $3,000 |
| **Total Per Average Sized Field** | **$13,720 - $39,220** | **Total** | **$8,133 - $48,960** |

Chart Credit: Michigan State University,
www.safehealthyplayingfields.org/cost-grass-vs-synthetic-turf"

# Strategy 4: Streamlining Resources

A key component of any maintenance regime is a defined set of **expectations and procedures**.

## Understand Worker Resources

Having a Maintenance Checklist will help the City understand the number and types of workers required to have a structured maintenance regime. Each park will have a designated number of hours for maintenance according to its park checklist. Adding the individual site hours together will result in a total number of maintenance hours, and dividing this number by 40 hours a week (or less) will yield the number of staff the City needs to maintain the parks adequately. Having an understanding of this need will save the City money by maximizing worker resources and utilization.




A City Corps Trainee planting trees in Orchard Park

# Develop Park Maintenance Checklists

A Park Maintenance Checklist would include details on park amenities, amount of staff time needed per park on certain tasks, and how to utilize staff time at each park and frequencies of visits. More similar to an audit and collection of current resources than a training tool or guide, this would asist in maintaining what Oxnard has. The list below is an example of a park maintenance checklist sheet.

**EXAMPLE PARK MAINTENANCE CHECKLIST**

*Park maintenance checklists should specify the estimated amount of time in minutes and hours of each task to properly assign city resources

| FUNCTION | QTY UNIT | UNIT (MIN) | ONCE (MIN) | ONCE (HOURS) | ANNUAL FREQ. | TOTAL HOURS |
|---|---|---|---|---|---|---|
| Litter - general | 75 msf | 1.67 | 125.3 | 2.1 | 32 | 66.8 |
| Empty trash cans | 15 cans | 7.2 | 108.0 | 1.8 | 104 | 187.2 |
| Mow open areas w/580D | 37.1 msf | 0.3 | 11.1 | 0.2 | 19 | 3.5 |
| Mow close areas w/20" mow | 0.1 msf | 9 | 0.9 | 0.0 | 19 | 0.3 |
| Mow close areas w/hydro-mow | 0.7 msf | 3 | 2.1 | 0.0 | 19 | 0.7 |
| Broadleaf weed control (hand) | 0.8 msf | 6 | 4.8 | 0.1 | 2 | 0.2 |
| Broadleaf weed control | 37.1 msf | 1 | 37.1 | 0.6 | 2 | 1.2 |
| Overseed (hand) | 0.8 msf | 7.2 | 5.8 | 0.1 | 1 | 0.1 |
| Overseed | 37.1 msf | 1 | 37.1 | 0.6 | 1 | 0.6 |
| Liming (hand) | 0.8 msf | 7.2 | 5.8 | 0.1 | 1 | 0.1 |
| Liming | 37.1 msf | 1 | 37.1 | 0.6 | 1 | 0.6 |
| Top-dress (hand) | 0.8 msf | 7.2 | 5.8 | 0.1 | 1 | 0.1 |
| Top-dress | 37.1 msf | 1 | 37.1 | 0.6 | 1 | 0.6 |
| Edging (hand) | 0.7 clf | 5.4 | 3.8 | 0.1 | 1 | 0.1 |
| Spray w/small tank | 0.5 mlf | 40 | 20.0 | 0.3 | 3 | 1.0 |
| Fertilize w/tractor | 37.1 msf | 1 | 37.1 | 0.6 | 2 | 1.2 |
| Fertilize w/hand sprayer | 0.8 msf | 6 | 4.8 | 0.1 | 2 | 0.2 |
| Aerify ground | 37.9 msf | 6 | 227.4 | 3.8 | 2 | 7.6 |
| Prune shrubs | 600 each | 12 | 7200.0 | 120.0 | 2 | 240.0 |
| Fertilize shrubs | 600 shrub | 6 | 3600.0 | 60.0 | 2 | 120.0 |
| Cultivate shrub bed | 6 msf | 30 | 180.0 | 3.0 | 1 | 3.0 |
| Clean catch basins | 1 basin | 60 | 60.0 | 1.0 | 1 | 1.0 |



***"Sad to say but compared to smaller cities, Oxnard parks are fewer and of poorer quality."*** *- Oxnard Resident*

# Goal 2: Diversify Amenities & Facilities

Strategy One: Designing Better Parks

Strategy Two: Activating the Beach

Strategy Three: Ensuring Facilities Work for Everyone

Strategy Four: Creating a Dynamic Recreation Program

Parks should be for everyone. They should serve people of all ages, cultures, economic standing, and abilities. Residents rely on their local parks to do what they love, whether that means the ability to enjoy nature, read under a tree, play their favorite sport, or even go for a swim. It provides an avenue for recreational facilities and programming. A healthy park system is always adaptive to the recreational needs of its users.

As a City that prides itself on diversity, parks and facilities in Oxnard fall behind in providing diverse amenities that are also functional. This is due to lack of funding, as there is a lack of money both to build new amenities and keep up existing ones. Oxnard needs to use its resources as efficiently as possible to create a self-sustainable park system.

This chapter focuses on strategies for equity within recreational programming and facilities. It also evaluates how Oxnard can better design its park spaces and beaches to be active and efficient.

# Strategy 1: Designing Better Parks

Design isn't just about beauty or innovation. Well-designed parks **function better**, are easier to maintain, and serve the **whole community**.

Oxnard's parks, for the most part, suffer the common fate of many aging municipal parks—designed as with a rubber stamp. Park elements are generally composed of an off-the-shelf playground kit, a baseball field, some trees, and a grassy lawn with few elements to make each park distinct.



# Incorporate Habitats and Natural Features

Integrating natural spaces into Oxnard's urban parks is responsible and educational. It promotes environmental stewardship, creates places for habitat formation, and creates an engaging and dynamic environment that delights people of all ages. Exposure to nature will help Oxnard's residents build a connection to their local park and surrounding natural ecosystem

Community members cited building an environmental education center as a top priority. The City could explore utilizing the Advanced Water Purification Facility in south Oxnard as an environmental education center. Here the City could partner with a non-profit to conduct educational programs, classes, and provide additional school tours to educate both kids and adults on Oxnard's ecosystem, ways to be more sustainable, and the importance of responsible landscaping.

Urban parks should also have an educational component. This could be as simple as signage labeling plants or informative diagrams identifying restorative processes, such as bio-retention and sustainable materials. This education will help residents understand the broader value their parks bring to the broader ecosystem promoting life-long environmental stewards.



Natural areas in urban parks create many opportunities for restorative experiences and natural programming. This can include areas for children to learn about plants, animals, health and environmental education, as well as provide places for play and discovery.



The Newtown Creek Wastewater Treatment plant regularly hosts tours and educational events on how the plant works and New York City water.

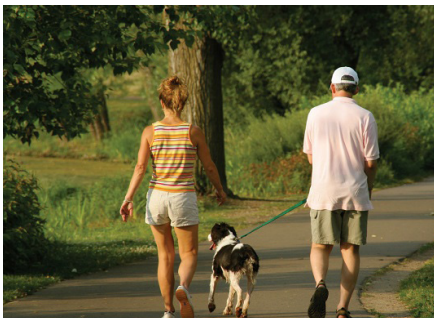
# Design Parks for Flexibility and Multi-Use

Limited resources and funding will force Oxnard's parks to serve more than one function. The City and park designers should consider how different people can use each space at different times for different purposes— open fields available for pick up soccer and picnicking, structures for both exercise and play, trails for walking, and education. This variety is what makes a great design strategy; parks need an intermixing of a flexible and permanent program that reflects a healthy blend of active and passive recreation. Oxnard especially needs a greater diversity of passive programming elements to counterbalance sports. Features such as dog parks, water play, and walking tracks will serve a higher diversity of park users.



Maggie Daly park in Chicago employs many lawn spaces to create flexible, active, and passive programming opportunities. As Oxnard has limited resources, all parks must be dual-purpose to meet the needs of a diverse community.

### PASSIVE PROGRAM ELEMENTS TO ACTIVATE OXNARD'S PARKS



A walking track allows more people to use the park by creating a safe, accessible, and pleasant place to walk or run for people of all ages. It can be designed as a multi-use trail to allow for flexible program use.

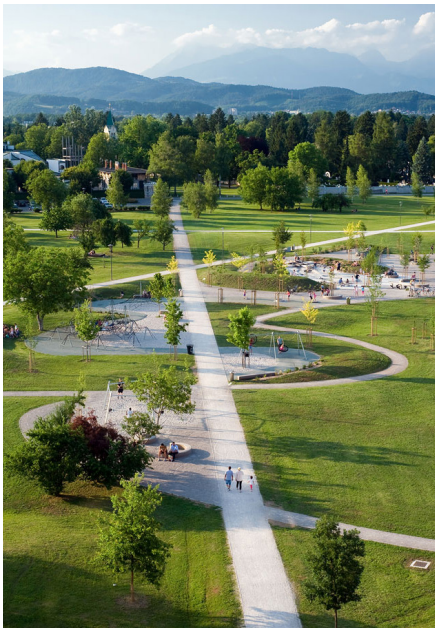


Water features are visually stimulating and a great place for kids to play.



Botanical + Community Gardens could be privately run while being a great place for educational programming.





Smarinski Park in Poland integrates water play with stormwater technology.



Natural playgrounds with hills or rock gardens provide both flexible play options for children and create visual interest in the landscape.



Oxnard needs more areas for off-leash and on-leash dog play. They create social opportunities for humans and dogs.



Increased integration of nature in parks will create many opportunities for outdoor education, wildlife viewing, relaxing, and trail exploration.

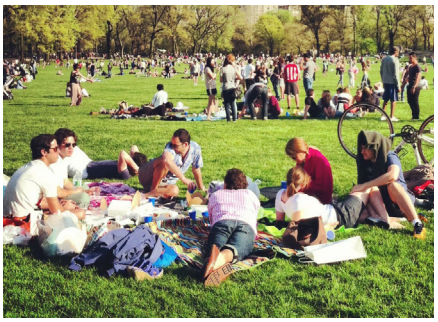
# Focus On Existing Parks Before Adding More

Oxnard has fewer parks than the national average. However, when considering the City's position between the coast, Ormond Beach, and the Santa Clara River, there are many opportunities for outdoor recreation. The diagram in Chapter 3 (p. 24) supports this, showing that the coverage of public parks (per mileage radius) leaves service gaps in areas that need more park space even if you include the future Sports Park and Campus Park. As Oxnard has a difficult time managing its existing parks, the City should focus funding on improving what they already have.



The beach could be a greater resource for the City if it were more accessible and programmed.

### FOCUS ON OXNARD'S EXISTING PARKS AND OPEN SPACES



The City should build Campus Park and Sports Park, and finish College Park while continuing to plan small neighborhood parks for neighborhoods that lack park acreage. Both developments will be a resource for the entire community, prioritizing their needs for funding and maintenance resources.



Incorporate diverse programming into existing parks to attract more people and take full advantage of the current park acreage. Programs include public agriculture, community gardens, habitats, and orchards.



The City should consider privatized parks/open spaces as a way to supplement the amount of park space the City can maintain.

# Make Each Park Distinct

With a few exceptions, Oxnard's parks are monotonous and lack visual interest. For the most part, they're all comprised of the same elements with little to make each park unique and representative of the neighborhood.

Parks need to employ thoughtful design strategies to create variation. The City should think cohesively about future park designs; aim for creating each with an "identity" and unique visual character. Tactics like introducing slight topography changes and diverse plantings can create a varied, layered ground-plane. The Police Department is currently included in design consideration and will be in the future as well.

Each of Oxnard's parks would benefit from a refresh to see how they could perform better and serve more people. The City should solicit a collection of design firms to review parks and identify strategic design interventions. Through the design process each element should be evaluated for appropriateness and impact on park safety.



A red ribbon bench has made this Chinese park internationally known.



This large climbing wall is  a distinctive feature that sets this park apart.



This playful topography against the flat terrain gives this park a sense of playfulness.



Natural features help to create a sense of place and play area for children.

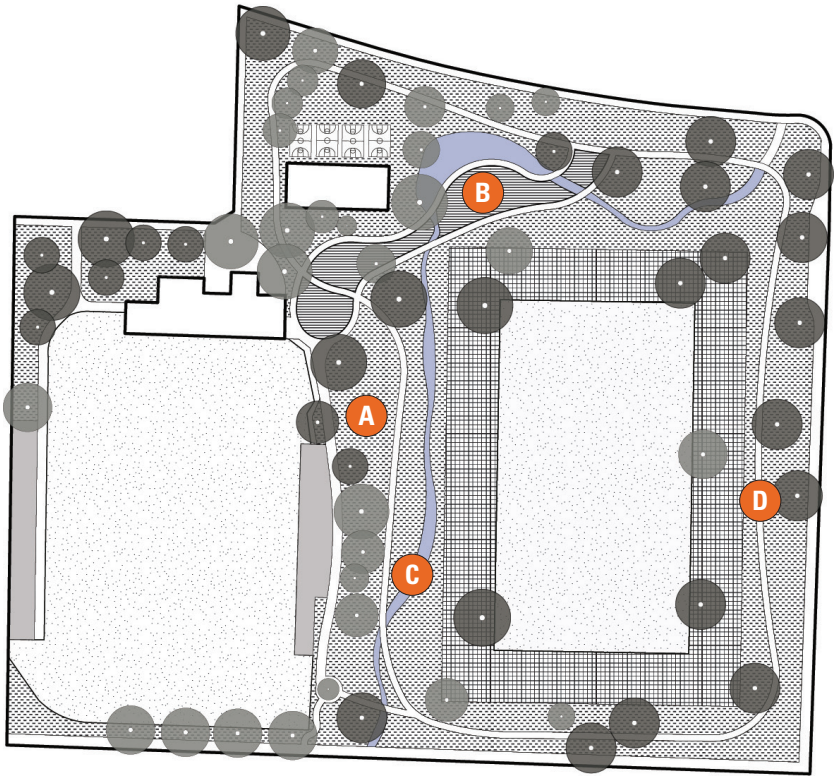
# Park Design Recommendations & Standards on Park Classifications

The vast amount of turf in Oxnard's parks makes maintenance difficult and expensive. Redesigning the parks to have less turf will save water, reduce maintenance costs, and increase visual interest. The project team also recommends incorporating natural play areas and stormwater retention areas.

On the right is a hypothetical conceptual redesign of Del Sol Park incorporating these changes.



**DEL SOL PARK: BEFORE**




**DEL SOL PARK: AFTER**

**A** Turf planting is minimized and replaced with native plantings or conservation lawn.

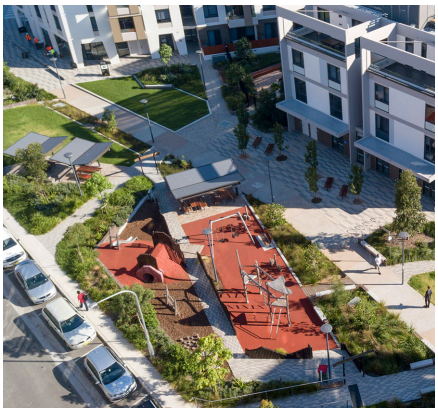
**B** Programed areas are expanded and integrated into the rest of the park.

**C** Stormwater retention areas absorb water and introduce natural habitat.

**D** Park paths are expanded to create a walking trail loop around the park.

**SURFACE APPLICATION**

- Turf
- Landscaped Area
- Mulch
- Programmed Area
- Stormwater Retention



Hudson Street Park

### UNDER 3 ACRE PARKS: SMALL/POCKET PARKS

Small/Pocket parks provide for the needs of limited or concentrated populations and activities. Small/Pocket park features include:

- Active Recreation Elements: Varies
- Passive Recreation Elements: Benches, Sidewalks, Picnic Tables
- Visitor Facilities: Small Pavilions, Parking
- Landscaped Areas



Hassett Park

### 3 - 10 ACRE PARKS: NEIGHBORHOOD PARKS

Neighborhood parks provide open space for a population in a designated area/neighborhood within a quarter- to half-mile radius. Neighborhood park features include:

- Active Recreation Elements: Game Courts, Game Fields, Play Areas
- Passive Recreation Elements: Benches, Sidewalks, Picnic Tables
- Visitor Facilities: Restrooms, Pavilions, Parking
- Landscaped Areas



Mueller Town Center Park

### 10 -20 ACRE PARKS: COMMUNITY PARKS

Community parks serve an area within a 3/4- to one-mile radius and provide for open space for several neighborhoods. Community park features include:

- Recreation Elements: Athletic Complexes, Play Areas
- Passive Recreation Elements: Seating Areas, Trails, Picnic Areas
- Visitor Facilities: Restrooms, Concessions, Parking
- Landscaped and Natural Areas



Griffith Park

### 20+ ACRE PARKS: REGIONAL PARKS

Regional Parks serve several communities over a 1 mile radius for multi-use. Natural resources are encompassed with public facilities. Regional park features include:

- Special Use Areas: Plazas, Amphitheaters, Arenas
- Recreation Elements: Trail Systems, Picnic Areas, Athletic Facilities
- Visitor Facilities: Visitors Center, Restrooms, Concessions, Parking
- Preserved Natural Areas and Wildlife Habitat

Source: www.webpages.uidaho.edu/css386/Recreation_Size_and_Occupancy_Standards.pdf
Source: www.dallasparks.org/151/Park-Classifications

# Strategy 2: Activating the Beach

Oxnard's relatively flat topography makes it a **perfect place to bike**, yet most residents didn't, citing concerns for **safety** as the reason.

With the Oxnard's flat topography, Oxnard should be a biking community, but it needs a bike lane network that is safe and protective for its users. An overwhelming majority of Oxnard's bike lanes are Class II or Class III, which force bikers to share the roadway with vehicles without any physical buffer. Creating a safe, connected bike network through the city would allow residents to easily access the beach, Santa Clara River, and downtown.



# Add Lifeguards

The absence of lifeguards at Oxnard's beaches is a major reason residents do not feel safe there. The City should implement a lifeguarding training program in the most affordable way possible for the City. Lifeguards not only assist in lifesaving activity, but also play a major role in educating the public and teaching lessons on ocean safety. Because a large majority of Oxnard's youth do not know how to swim, having lifeguard stations close and in-between beach access points could create a sense of safety. To save on initial costs, the City could work with the County to better understand their lifeguard staffing and start by providing lifeguards only during the summer and on weekends.



Lifeguards are essential to creating a safe environment for local beaches. A lifeguarding program can train and recruit local high school students or volunteers to serve Oxnard's beaches.

# Provide More Wayfinding Signage

Oxnard should be known for its beautiful beaches. However, navigating to the shore can be difficult for people unfamiliar with the City and can detract visitors and residents from going. Beach access points are not obvious, and parking is limited. Therefore, it is critical to orient pedestrians, bicyclists, and even cars to the beach from all major points in Oxnard with wayfinding signage. The beach needs to represent as a destination and not an afterthought. Incorporating signage along all East/West road corridors, and at major access points, will break down perceptions that the beach is not for everyone to enjoy.




Wayfinding signs could direct pedestrians walking or biking from Oxnard's historic core to the beach. This example has clear directions and icons pointing to different amenities throughout the City and distinguishes between biking, trail, and transit destinations.

# Establish Programming & Economic Drivers

Oxnard's beaches are beautiful; however, they are missing the activity of a dynamic and vibrant coastline. Creating a programmatic incentive for visitors and residents to stay in Oxnard will allow the City to compete with surrounding beach communities. The City should enhance their beach-going experience through additional programming and economic development. Such enhancements could include private operations at the beach, such as pop-up food carts, kayaking, furniture rentals, and boat/beach tours.



Kayak, surf board, boogie board and game rentals should be made available at the shore to promote outdoor recreation.



Partnering with companies for legal beach bonfire events.

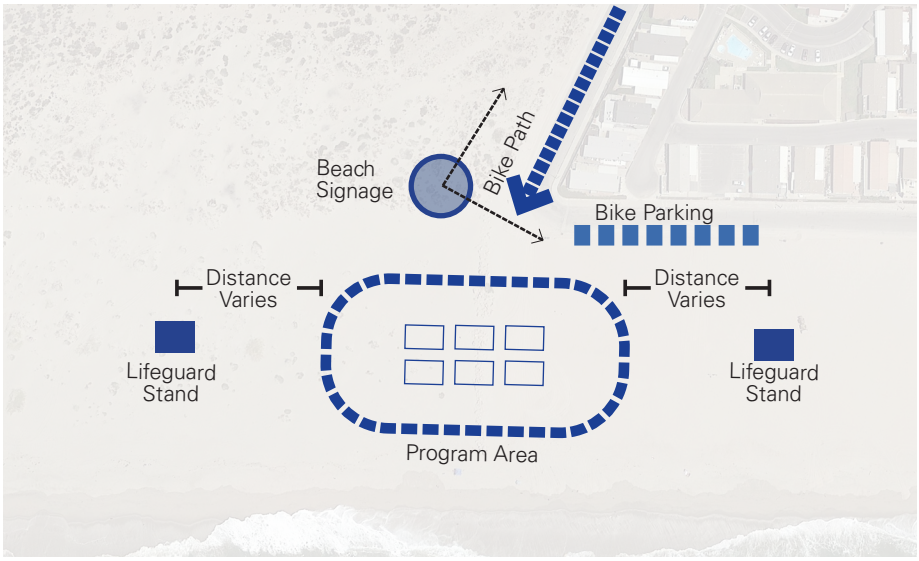



Beach volleyball is a great way to attract young sports players to the beach during all seasons.

# Add More Bike Parking

Easy access to Oxnard's coast is essential to having a great beach culture. Unfortunately, vehicular roadways don't run along the beach, resulting in many dead ends, and there is limited space for public parking. However, Oxnard's flat topography allows a fantastic opportunity to connect the City through bike lanes. Constructing a bike/pedestrian route adjacent to the coastline will make Oxnard's beach more accessible and create more access points where residents and visitors are encouraged to enter.

Access points along the coast should be consistently spaced and be opportunities for activity. Even though limited beach belongs to the City, partnerships with the County and State should be strengthened to allow for continuous design, operations, and programming. Each access point should have clear entrance signage, plenty of bike parking, and spaces where programs, such as beach volleyball, could happen. Other beach programs such as furniture rental, cabanas, games, and entertainment could also occur in these spots. Lifeguard stations should also be offset at a specified distance from these points to ensure full sightlines and safety coverage of the water.




The concept of signage with program areas bike parking is important. Each beach entrance should have adequate signage to confirm to residents and tourists that they are public. Program areas, such as volleyball, rentals, beach games and cabana areas should be located close to an entrance. Lifeguard stands should be situated on each side of program areas.

# Promote Regional & Private Events

Holding private events and regional festivals at Oxnard's beach would be a great way to raise money while promoting the City's culture. Proximity to Los Angeles allows for endless opportunity to host amazing beach festivals and attract tourists from all over Southern California. Additionally, private events such as weddings and parties could be a great way to collect revenue from beach rental fees. Corporate organizations and non-profits could also rent the beach as a venue for local company retreats, fund raisers, and charity events. Partnering with local groups could result in a consistent number of events to take place every year, collectively generating enough funding to improve local beach and programming for residents.



Beach Game Day: inflatable foosball, giant games, kids activity zones, cornhole, beach obstacle courses, etc.



Special events, fund raisers, and celebrations



Kite and sand castle festivals



Ticketed outdoor concerts and movies



Permits for beach weddings and similar events can be a great way for the City to collect revenue.

# Strategy 3: Ensuring Facilities Work for Everyone

Oxnard's population is **diverse**, both demographically and culturally. This means that the **recreation programs** and **park amenities** need to be diverse as well.

In speaking with residents and Advisory Committee members, the project team heard that not everyone feels welcome in Oxnard's parks. Reasons for this ranged from language barriers to differences in cultural norms to concerns about safety. Additionally, many residents expressed frustration that there didn't seem to be many features for them at the parks. Seniors wanted walking paths or just quiet places to sit, while pre-school teachers advocated for more playgrounds designed for kids under three. Finally, the lack of parks, playgrounds, and facilities that are inclusive and accessible was a big concern.



Oxnard Cultural Festival

# Focus On Senior Center Development & Resources

Ensuring quality senior programming is essential to the foundation of Oxnard's recreational services. Specifically, Oxnard could construct a new Senior Center when funds become available. A new center would provide the required space necessary for hosting the recommended amount of programming for seniors. As seniors make up 9.8% of Oxnard's population, it's important to provide seniors with resources that are accessible and affordable.




Senior programs are a foundational part of Oxnard's recreational offerings. After youth programming, senior recreation needs to be a priority in regards to funding.

# Incorporate Signage in English, Spanish and Mixteco

Making sure that everyone who lives in Oxnard can read park signs will help all residents feel welcome. Some residents, especially those that only speak Spanish or Mixteco, don't always realize that parks are public. Additionally, if they can't read any of the signs in the park, they may fear disobeying the rules unintentionally. To make everyone feel welcome, the consultant recommends that all entrance, restroom, directional, and instructive signage in existing and new parks should be trilingual— in English, Spanish, and Mixteco.




Signage in Oxnard should try as much as possible to be in English, Spanish, and Mixteco. The sign in this image does a good job at incorporating three different languages in a clear, concise way.

# Joint-Use Strategies for Necessary Amenities

The City is currently working with two schools to develop a joint-use pool agreement, but more work could be done to strengthen joint-use contracts with other schools. It is critical to promote partnerships like these between the Oxnard School District, Oxnard College, and the City of Oxnard. To create successful partnerships, both parties must receive a benefit. Oxnard should renegotiate existing joint-use agreements to ensure maximum benefit to the City. The City of San Ramon is a good example of joint use agreement that has been ongoing for over 30 years with elementary and middle schools that was developed so that tax payers are not duplicating paying for school park areas and nearby city parks when they serve similar needs. Placer County recently used this as an example to draft an updated JUA for their jurisdiction. There are currently two pools at Oxnard High School District schools within City limits, at Oxnard High School and Hueneme High School. Nearby, Rio Mesa High School also has a pool.



The original Master Plan for College Park had a joint-use aquatic facility between the City and Oxnard College. This idea should be revisited in thinking about long term joint-use partnerships. Image from Blackbird Architects of Oxnard Union Pool Facility.

### JOINT USE STRATEGIES FOR OXNARD



The City and School Districts can create a special rental rate that makes joint use affordable to both parties. For example, if the High School field fees are too pricey for the City to rent at its current rate, there could be a subsided rate worked among parties that is more realistic. In exchange, City facilities could become cheaper for the High School District.



Manage City and School District owned practice fields under one scheduling system. This would consolidate resources and allow for practices and games to be controlled more efficiently. A scheduling system is being implemented soon.

# Design Parks that Reflect the Neighborhood Culture

Oxnard's culture needs to be evident in the design of public parks and open spaces. When designing new parks, the local community should be consulted to ensure it reflects their needs and culture. Each park should respond to Oxnard's unique cultural composition while still maintaining program flexibility. For example, parks with ample picnic areas and barbecues reflect the view that parks are meant to be social spaces that support large family gatherings.

Murals and art can also be useful in showcasing the culture and history of the users and residents. In older parks, the City can work with local artists to incorporate heritage inspired murals and artwork.



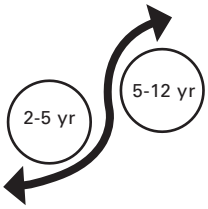
# Ensure Accessible Programs & Equipment

Inclusiveness needs to be a significant design consideration in the development of all new parks and open spaces. This means designing spaces that allow people with disabilities, sight or hearing impairments to experience the park amenities like paths and playgrounds. It also means programming for all age groups. The solutions below outline basic principles for how to convert and develop parks to become accessible for everyone.

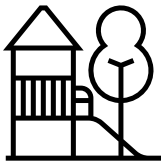


An example of an inclusive playground that allows for children in wheelchairs to use a slide. Sensory-rich playgrounds offer opportunities for all children.

### STRATEGIES FOR ACCESSIBLE PARKS IN OXNARD

**1** 


In new parks, playgrounds should cater to different age groups. Consider building two smaller, separate playgrounds adjacent to one another for 2-5 & 5-12 year-olds.

**2** 

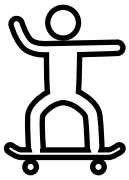
New playgrounds in Oxnard should be handicap accessible. As older playgrounds wear over time, the City should replace them with accessible playgrounds.

**3** 

Promoting integrated recreation programs that allow disabled persons to participate.

**4** 

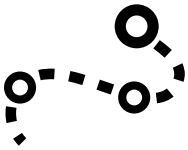
Consider materiality and access in designing new circulation paths and public spaces. Choose materials that are easy for wheelchairs to move on.

**5** 

Provide recreational programming and spaces for teenagers. Often, park design doesn't consider teenagers — programs like skate parks, exercise equipment, large "play" features, and study spaces.

**6** 

Go beyond ADA requirements. Choose outdoor site furnishings that cater to accessibility. Examples include accessible picnic tables and benches.

**7** 

Build accessibility into the park design. Dedicated pedestrian and bike paths allow a safe environment for navigating at different speeds and abilities.

**8** 

Improve access into City parks, such as improving visibility at intersections to protect those with visual, hearing, or motor disabilities.

# Address the Soccer Shortage

There are approximately 250 youth soccer teams and 50-60 adult teams in Oxnard, but only eight official fields. The immense popularity of the sport combined with the shortage of playing fields has created tension between the soccer community and non-soccer playing residents. To ensure that soccer teams have adequate playing and practicing space while still allowing for multiple activities in parks and for the fields to be used for multiple other uses when soccer is not being played, the project team is proposing a variety of strategies.



Soccer is the most popular sport in Oxnard. It also demands the most amount of resources. Considering various solutions for the soccer shortage will help accommodate everyone.

### CONSOLIDATE SOCCER AT COLLEGE PARK

Part of College Park's undeveloped 25 acres should be converted into an outdoor soccer complex. The goal is to consolidate soccer practice in one location, using fewer maintenance and staff resources. While the current fields at College Park are locked for game use only, much of the undeveloped acreage could be designed as practice fields for everyday use. This should alleviate the burden on the rest of Oxnard's parks enough to support teams and even host tournaments. Of course, Pelota Mixteca should still be able to use this space as well.

### ARTIFICIAL FIELDS THAT ARE PRE-STRIPED

The City could install artificial turf fields in parks to reduce long-term maintenance costs. An advantage of artificial fields is that they can come "pre-striped" for a range of field sizes. This allows the same space to be used by teams for 8, 12, 15-year olds, etc. Incorporating more artificial fields that are pre-striped for different field sizes will make it easier to conserve space and have multiple games on a single field.

### CONSIDER AN INDOOR SOCCER FACILITY FOR 24 HOUR PLAY

Oxnard should consider teaming with a private firm to build an indoor soccer complex. Although outdoor soccer is more appealing for the community, an indoor complex will allow for play at all hours of the day and be usable in bad weather. As soccer complexes only take up about an acre of land, the facility would be only a fraction of the overall soccer complex. An indoor soccer facility in Oxnard would need to be privately run by an outside operator, so it would be necessary for the City to partner with a developer/operator.

### COMMUNITY PARTNERSHIPS WITH LAND OWNERS

The City of Oxnard should work to find creative partnerships for providing more soccer to the community. Private landowners with old agriculture lots, turf farms, or empty fields may be willing to convert their land for tax incentives or private capital. Like the Tuckahoe Turf Farm example from the Community Engagement Chapter, private owners may be ready to have seasonal soccer tournaments on their land for a rental fee.

### LEAGUE & SEASON PLAY CONSOLIDATION

The number of soccer leagues in Oxnard, in addition to year-round play, has put too much strain on resources. The consultant recommends consolidating the leagues into a more manageable number that can be run by the City. Also, the competitive soccer season should be shortened from 12 to 8 months of the year so that field facilities and staff can rest. These changes will result in a strengthened soccer program that is not only more organized but better funded per player.

### IMPLEMENT SCHEDULING SOFTWARE

With consolidated leagues, the City of Oxnard should continue with its plans to purchase a soccer league management software. This technology will allow each league to manage the game and practice schedule efficiently. It will also ensure all teams will have a designated time and place to play. Implementing software allows for a consolidated soccer network that can easily record team registration data, financial information, and club roster lists. With so much demand for soccer, scheduling software is necessary to make the most efficient and effective use of resources.

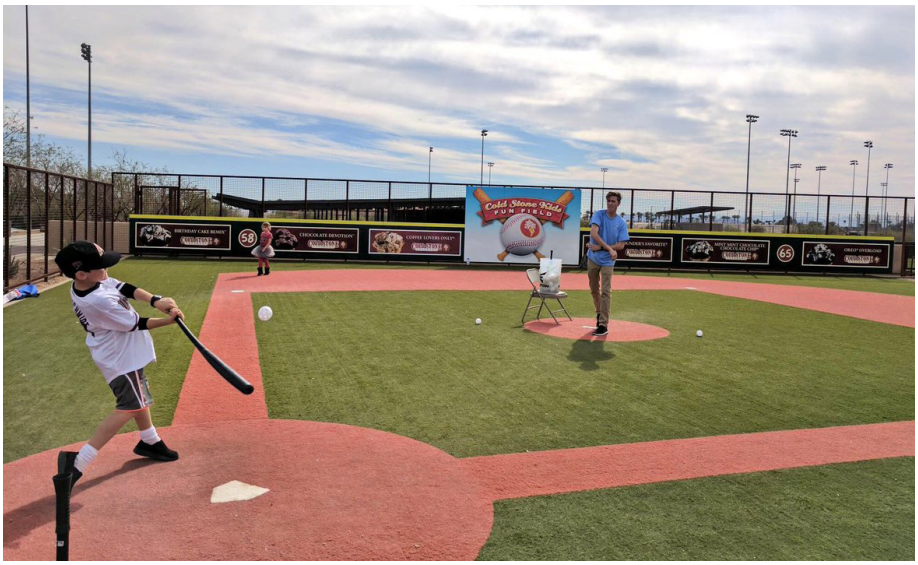
# Create A Place for Baseball & Softball

Baseball and softball teams in Oxnard have suffered from the poor condition of Durley Park. Issues such as safety, poor lighting, homelessness, and failing equipment/fields have prevented these sports from thriving. The City of Oxnard needs to provide baseball and softball leagues with maintained facilities at the very least. The consultant recommends the City prioritize improvements to Durley Park's baseball field and incorporate baseball/softball fields into the new design for Sports Park to provide players with functional, consolidated playing facilities.



**MAKE IMPROVEMENTS TO DURLEY PARK A PRIORITY**

Repairing the baseball facilities at Durley Park should be a priority. The fencing needs replacing, the field needs resurfacing, and the bleachers require repair. The City should also add appropriate lighting.




**BUILD A BASEBALL & SOFTBALL COMPLEX AT SPORTS PARK TO CONSOLIDATE FIELDS**

Develop Sports Park to be primarily programmed with baseball and softball facilities. Sports Park is located near existing baseball and softball leagues which helps consolidate resources.

# Improve Tennis Facilities & Grow Interest in Pickleball

Tennis players in Oxnard are very active. As a lifetime sport, tennis offers a way for residents—from the very young to the very old—to engage in physical activity. Unfortunately, the courts are not well maintained, which is frustrating for tennis enthusiasts. The conditions of tennis facilities outside the Tennis Center are so poor that the courts are next to unusable.

With national recreation trends changing, there has been an extreme increase in pickleball popularity and a decline in tennis. The project team recommends consolidating maintenance efforts at the Tennis Center and considering improving courts to bring back local and county tennis teams who could pay the increased membership fees to keep the courts maintained. For those courts that are not being used for tennis, converting them for new uses, like pickleball may be a good option also, as it too can be a lifetime sport.



**CONSOLIDATE PLAY & PRIVATIZE MEMBERSHIP DUES AT THE OXNARD TENNIS CENTER TO PROVIDE MORE FUNDING**

The majority of tennis played in Oxnard is by Tennis Center members, so the priority is to maintain the courts in the Tennis Center over those in public parks. To support this, increased membership dues should fund Tennis Center site improvements as opposed to going into the General Fund.



**CONVERT RUNDOWN TENNIS COURTS TO PICKLEBALL & BASKETBALL COURTS**

While tennis is an enriching sport, it has waned in popularity over the years. Not every park needs a tennis court and repurposing those that aren't well used could prove beneficial. The City should consider transforming run down or unused tennis courts into pickleball and basketball courts. Basketball is a popular sport and pickleball is on the rise, so the City will have to determine the highest and best use for each court.

# Support Indoor Basketball

Indoor basketball leagues are the second most popular sport in Oxnard. However, because competitive basketball is played indoors, there isn't as much of a need to provide more outdoor courts for competitive play. With the local decline in tennis popularity, old courts can be converted to basketball to meet any additional demand. Adding lighting in parks could also support basketball. Repairing popular basketball courts, such as those at Oxnard Beach Park, would be ideal improvements for now.




Indoor basketball is one of the most popular sports in Oxnard. The use of outdoor basketball courts will have to be determined in evaluating whether or not to add more in parks.

# Evaluate the Future of the River Ridge Golf Course

Converting the River Ridge Golf Course into another use is not a task the City should take on at the moment. As River Ridge was built over a landfill, converting the property into a park would pose environmental and financial problems for the City. The golf course also assists in generating higher property taxes for the nearby surrounding homes. The project team recommends evaluating the potential growth for this site as recreation trends continue to change.



The River Ridge Golf Course is popular among users and local surrounding homeowners. It will cost the City more money to convert it to another land use than just keep it how it already is.

# Add Community Gardens

Community gardens not only provide opportunities to grow fresh produce, herbs and flowers to improve health and well-being; but they also create spaces to build community and learn from others. They often increase surrounding property values, enhance safety and security, and have the potential to provide a revenue source to the people growing in the gardens as well as to the larger community.

Community gardens are usually built on a piece of land that is divided into smaller plots for individual gardeners. Often there is a fee or deposit required to secure a plot. The programming of these gardens can vary widely – some are set up to only allow community members to grow their own food, some include educational activities and events, some include spots for growers to sell the produce they grow, and still others give the produce grown by members to local food banks.

Located in a Mediterranean climate zone, with warm, dry summers and mild, wet winters, Oxnard is an ideal location to grow vegetables, flowers, herbs, fruits and nuts. Community Roots Garden and the Dr. Manuel Lopez Garden have already established themselves as strong community gardens, managed by local churches on private land and open to the entire Oxnard community. The 1.5-acre Camino del Sol Community Garden Project, also popular with community members, consistently has a waiting list. The success of these three gardens illustrates the popularity and importance of growing and community to Oxnard residents. The Recreation Division operates a garden for seniors at Wilson Park and another community garden at Fire Station #2 is operated by the Parks Division.

Based on research and public engagement conducted during this planning process, a key finding is that Oxnard is significantly below the National Parks and Recreation Association (NRPA) standard for community gardens. According to the National Recreation + Parks Association standards, Oxnard needs at least four more of these types of gardens. Adding more community gardens on City owned land when available and appropriate will benefit the entire community, including pollinator species, and honor the agricultural heritage of the area.

### PARTNERSHIPS

Agriculture in all its forms is one of the main economic engines for the state of California. The economic value of the industry is critical to the state's economy. In cities, the form agriculture usually takes is community gardening – where community members rent individual plots or shared plots.

Often, a community garden is run through partnerships between non-profits, neighborhood groups, community centers or other community organizations (e.g. churches, co-ops) and public or private entities.

The City of Oxnard's Public Works Department (Parks Division) and the Cultural and Community Services Department (Recreation Division) could partner with local non-profits, schools (there are 42 public schools in the city), neighborhood associations and local businesses to help run the gardens. Local garden centers or nurseries may be willing to offer discounts on supplies to community garden members in exchange for advertising.

### OPERATIONS + MAINTENANCE

#### Initial Funding

Fundraising events or grant applications can help get a community garden off the ground. If the garden is on City-owned land, and the City will help with operating costs, initial funding will be needed to pay for supplies, to build plots and pathways, and to purchase garden tools. Many of these items could also potentially be obtained through donations. Changes that need to be made relating to irrigation for new gardens may require significant investment also, depending on existing conditions of the land selected.

#### Ongoing Financing

Many community gardens charge plot fees to rent space, and sometimes also require a deposit

that is returned at the end of the season if appropriate. These fees help to pay for the management, maintenance and upkeep of the garden (e.g. fencing, shared tools, weed abatement materials, etc.). Some municipalities will rent the land to the garden for free or offer discounted/subsidized pricing on certain services (e.g. water usage).

*See Goal 1: Improve Maintenance & Operations – Strategy 1: Increasing & Diversifying Funds (page 116) for more funding ideas.*

**Maintenance**

While a municipality's Parks and/or Recreation Division may be formally in charge of a community garden, as they often sit on public land, sweat equity is often used to tend to community gardens throughout the season. Often, a workday kicks off the season, which may include members working in groups to mulch paths, weed common areas, set up tool sheds, irrigation, etc. These can be scheduled intermittently throughout the season to keep the garden in good working order.

Per State regulations, all California cities must either adopt a "Model Water Efficient Landscape Ordinance" that is tailored specifically to the needs of to the city or the State's ordinance will be mandated and adopted by default. This is one of the most important aspects of maintenance to consider first when planning for a community garden.

| State Statute | Applicability | Requirements |
|---|---|---|
| **UAIZ*** | Urban Agriculture Initiative Zone used to support local food production – municipalities and counties can contract with landowners who agree to restrict use of their land for small scale agriculture production | Minimum 5-year lease, possible fees assessed to cover cost of program and/ or cancellation fees for exiting contract early |
| **Cal.Gov. Code § 14670** | Allows entities to lease or sublease state owned properties for community vegetable gardens | No more than 5-year lease period, no more than 5-acres (and cannot be contiguous lots) |
| **Cal.Str. & H.Code § 104.7(a)** | Land held for future highways can be leased for $1 for agricultural and community gardens or recreational purposes | Lease period of no less than 1-year |
| **Cal.Gov. Code § 66477(f)** | Allows municipalities to dedicate "land and facilities" for "recreational community gardening" | N/A |
| **Cal. Educ. Code § 10901** | "Recreational community gardens" included under the "recreation center" definition | N/A |

* In 2013, the State of California enacted legislation allowing a city or county to establish an Urban Agriculture Incentive Zone (UAIZ). This zone is to be used for supporting local food production. Cities and counties have been authorized to contract with landowners who agree to restrict the use of their land for a minimum of five years for small-scale agriculture production. These landowners get the benefit of a lower land assessment rate (based on the average per-acre value of irrigated cropland in CA). Municipalities and counties with a UAIZ program can establish regulations for implementation and administration the Zone, e.g. assessing fees to cover the cost of the program and/or cancellation fees for leaving a contract early.

**MANAGEMENT**

While user fees often pay for a garden manager, the amount of money offered does not allow the manager to run the garden as a full-time employee. Often, a garden board is created, and this group directs the work of the manager. In Oxnard, managing the garden with City staff oversight, or having a volunteer manage the garden with staff oversight may be the best option. The volunteer manager could be selected using an interview process and be given twice the garden space as other gardeners as an incentive. This worked well at the Camino Del Sol garden, as there are many committed gardeners who would love the additional space. Because the salary often does not provide a living wage, board members or others might volunteer some of their time also to help with the day to day running of the garden.

In California, water management is a key issue to consider. Currently, the City of Oxnard provides drip irrigation supplies to gardeners. This service is funded by the Water Division for water conservation. Auto timers are an additional water saving option that could be used for future gardens. A garden manager that is familiar with water efficiency should be enlisted in the case of Oxnard.

**POTENTIAL LOCATIONS**

Currently, one community garden for seniors at Wilson Park is managed by the Recreation Division and a second garden at Fire Station #2 is operated by the Parks Division. With $8.5M dollars allotted to the renovation of Campus Park and its large size (33-acres), this is a potential ideal location for a community garden. With little capital to purchase new land, the Parks and Recreation Divisions should look into potential locations that are owned by partners and other options. Land surrounding Oxnard, owned by Ventura County, could potentially be looked at for community gardens as well, as this is easily accessible. The State Statutes allow both counties and cities to set aside particular lands for urban agriculture.

**PRECEDENT STUDIES**

BROCKTON'S URBAN AGRICULTURE PLAN

In 2017, the City of Brockton, Massachusetts' asked the Conway School to prepare an Urban Agriculture Plan to highlight next steps to support and promote urban agriculture in the community. The plan includes defining urban agriculture and looking at case studies, analyzing Brockton existing conditions, understanding visions for the future that might work (e.g. repurposing parks and open space, transforming vacant lots), and providing these recommendations:

- Expand community participation
- Establish coordinating councils
- Build on education
- Ensure access to land
- Protect and conserve land

MINNEAPOLIS'S COMMUNITY GARDEN POLICY

Minneapolis Park + Recreation Board (MPRB) has created a strong Community Garden Policy, establishing the foundation for neighborhood parks and sections of newly acquired parks parcels to be used for community gardening. The City established a Community Garden Policy Statement and a set of useful procedures to follow when implementing community gardens. These procedures included statements on details such as:

- Staffing
- Site Selection
- Permitted Types of Community Gardens
- Garden Design
- Application Process
- Garden Management
- Insurance, Utilities + Maintenance
- Public Access + Use
- MPRB Purchase of Existing Gardens

SACRAMENTO'S CITY CODE

The City of Sacramento amended their City Code in 2015 to reduce the regulatory burden for urban agriculture, including community gardens. The City Code was revised to allow small-scale urban agriculture as a primary land use in most zones. Urban Agriculture Development Standards were also added to the Code and include information regarding urban agriculture development, and operations and maintenance standards. The City also allows gardeners to sell the produce they grow.

Separate definitions for public and private community gardens were created to differentiate between ownership and operation. Private community gardens are established, operated and maintained by private entities and are subject to requirements included in the City Code, whereas public community gardens are not subject to the Code, but instead fall under the Sacramento Parks and Recreation Division rules and regulations.

LANSING'S FOOD HUB IN THE PARK

In 2008, as part of a plan to improve Hunter Park, one of the city's urban parks. The Allen Neighborhood Center partnered with the City to add improvements to the park, which included the GardenHouse – a very successful

food hub and education center in the park. Programming is offered throughout the year, focusing on farm and garden education. The project was funded through a Michigan grant program. The GardenHouse includes a 30' x 96' greenhouse used to grow produce year-round and over an acre of outdoor production space. The facility also includes space for other types of programming to engage the community in the park. The GardenHouse sells produce through a Community Supported Agriculture program at affordable prices. Community volunteers help tend the gardens.



Senior community garden at Wilson Park



**RECOMMENDATIONS**

The Oxnard community can continue to capitalize on its ideal location in Southern California, one of the foremost agriculture states in the country, where the climate allows for growing all year long. While the City's history is directly tied to larger farm agriculture, its future can include the synthesis of agriculture into its urban areas with the addition of more community gardens. These gardens provide spaces for community gathering and sharing, growing produce and plants, and offering education programming and experiences for the public. Adding gardens to municipal parks will help activate these spaces, attract more people to the parks and create a sense of ownership among community members.

The City can take the following first steps to promote community gardens in Oxnard:

- Conduct a community garden needs assessment to determine exactly what the community desires from new gardens – this could be completed by students at CSUCI as part of their capstone research project
- Create Community Garden Policy Guide, with procedures, and implementation steps (with community member input) – these should be relatively general and adaptable in order to serve the needs of each garden
- Talk with landowners in areas where residents want community gardens to see if they are willing to contract their land as a Urban Agriculture Incentive Zone (AB 551)
- Explore the possibility of using state owned land for community gardens
- Explore the possibility of using DOT land held for future highway purposes for community gardens
- Look for federal and state grant opportunities to help with community garden funding
- Due to Oxnard's tight budget and limited resources, community garden members can implement volunteer management/ coordination that is overseen by City staff.
- Add community gardens to the City Code and/or General Plan.

brockton.ma.us/wp-content/uploads/2018/10/brockton-urban-agriculture-plan-2017.pdf
www.minneapolisparks.org/volunteer_and_give/garden_volunteers/gardens__bird_sanctuaries/community_gardens/community-garden-policy
www.cityofsacramento.org/Community-Development/Planning/Long-Range/Urban-Agriculture/Urban-Agriculture-Regulations
allenneighborhoodcenter.org/gardenhouse

# Strategy 4: Creating a Dynamic Recreation Program

Oxnard's population is **diverse**, both demographically and culturally. This means that the **recreation programs** and **park amenities** need to be diverse as well.



Understanding shifts in recreation program demand and anticipating new programs that are of interest to the community will help identify future program opportunities for Oxnard and the facilities needed to support them. Oxnard needs to continue to focus on increasing programming and adding events to meet the needs and desires of its diverse community. Increasing programming to bring more people to city parks also has the potential to help with park safety issues. The public engagement conducted as part of the planning process revealed the following specific findings:

- According to the Program Providers Focus Group, it is important to consider how to incorporate more art and cultural venues and programming into the parks.
- The Schools + Youth Focus Group recommended adding community centers and sports fields to the parks to promote more programming.
- The Serving a Diverse Community Focus Group feels that more programming in the form of events should be hosted at parks that feel "dangerous" to them to have "eyes on the park."
- Under 5% of residents who participated in the community surveys believe Oxnard parks are programmed enough.
- A majority of survey respondents feel there are too few community centers in Oxnard.

**PROGRAM TRENDS**

Recreation Management releases an annual *State of the Managed Recreation Industry Report*, which details the current trends in the recreation, sports, and fitness industry. The report utilizes survey responses from approximately 1,600 different parks and recreation departments, college/universities, school districts, health clubs, YMCAs, camps, and community sports/recreation centers. The 2019 report was used to understand what issues other communities are facing, what programming they offer and the direction of national trends in these areas

Based on the overall report findings, it seems that staffing concerns and new programming are issues that many recreation, sports and fitness industry providers are facing. In fact, 53.2% of respondents to the report survey reported that staffing is a top issue in terms of programming. The City of Oxnard should anticipate the possibility of additional staffing shortages in the future, in order to appropriately address the most pressing funding, programming and maintenance needs of the community.

As Oxnard's parks and recreation receives less funding per capita than surrounding communities, programming will remain important to address. According to the *State of the Managed Recreation Industry Report*, sports and creative programming are important to community members nationwide.

Nationwide trends are also focused at expanding arts and crafts programs or recreations sports teams for adults. These are some examples of programming that the City may want to invest more time and/or money in for the Oxnard community. City parks and recreation departments are also the most likely providers of festivals and concerts, which is a great way to activate the parks and possibly bring earned revenue into the parks. Other programs like group exercise and fitness or youth environmental education are trending programs that many departments across the nation will begin to integrate in 2020.

Fitness and wellness programming for older active adults are becoming increasingly important services that the City should continue to support. As stated in *State of the Managed Recreation Industry Report*, wellness and exercise programming are important, along with inclusion and outreach to various populations.

## Address Program Gaps through Partnerships + In-House Programming

The City should address existing program gaps and invest in competitive, high quality programming. New program additions, expansion of existing programs and services, and associated enhancements based on regional trends, staff feedback, and community input should be considered.

The Recreation Division should establish the desired level of programming to be offered in-house versus through outsourced/co-sponsored organizations. Typically, parks and recreation divisions focus on serving the biggest portion of the population through introductory, recreational, and non-exclusionary level programs, while outsourced/co-sponsored organizations provide competitive or elite programs.



## Provide Transformative Programming

Transformative programs can also be centered around new and innovative concepts or provide a fresh take on existing offerings. Transformative programs are activities, classes, sports, and events that make a significant impact on residents' lives. They are creative and engaging programs that touch important social and cultural issues. For example, these programs may seek to teach residents to grow and cook healthy fruits and vegetables in neighborhoods designated as food deserts or offer couples opportunities to reconnect through dance, local travel, or new experiences like kayaking under the stars.

Basketball might be a common youth program, but midnight basketball for at risk teens run by engaged and active community members offers a new perspective and means of creating positive impacts.

Placing new soccer fields underneath powerlines, creating "Powerline Parks" in existing open spaces is perhaps a way for the City to explore using existing open space in developed areas.

The City should create new and expand existing transformative programs, including community garden educational courses. The Recreation Division could also implement transformational program pilot projects at each recreation center.



## Upgrade Capacity for New, Expanded Programs and Facilities

Identify a phased strategy for facility upgrades to ensure the city provides the highest quality spaces, equitably distributed across the city, including the implementation of existing park master plans.

Explore the development and prioritization of sports programs that are nationally trending and desired by the community, as shown through community engagement, but not currently offered or not offered enough by the Division like adult basketball, adult kickball, adult pickleball, youth basketball, youth soccer, youth girls volleyball, youth wrestling, and youth track and field/ cross country.

## Explore Development of Wellness Initiatives

Explore the development and prioritization of wellness initiatives that are nationally trending and desired by the community but not currently offered or not offered enough by the Division.

## Provide Technology Resources for Users + Staff

Provide public computers for parks and recreation program registration and updates in recreation and community centers and libraries.

Evaluate the current program scheduling software to determine if it is the best option for the City and Division.









***I would like Oxnard to be known as "a great community—clean orderly, inclusive, and safe."***

*- Survey Respondent*

# 6

# Goal 3:
# Create Safe & Active Parks

Strategy One: Increasing Activity

Strategy Two: Improving Lighting

Strategy Three: Improving Safety

Strategy Four: Designing Parks for Safety

A park that is not safe will not be used. However, what is more powerful than actual crime statistics is public perception; it is just as important to feel safe as it is to be safe. Safety in parks stems from two things: proper maintenance and active programming. People gravitate to public environments that feel greater than themselves; it is a sense of civic ownership that attracts crowds. Parks that feel or appear unsafe will lose their public presence. Like people, parks also get bad reputations.

It was clear from the public engagement process that Oxnard's residents don't feel safe in some parks. This chapter focuses on strategies to make Oxnard's parks safer and more active. It identifies specific design strategies and includes programming recommendations to transform each park into a destination for residents and visitors alike.

# Strategy 1: Increasing Activity

The number one way parks can feel **safer** is to make them **more active**. When parks are filled with residents enjoying the space, incidents of illegal activity decrease.

Over 60% of survey respondents felt that Oxnard's parks were unsafe. People cited the presence of homeless people, vagrants, or gangs as reasons why they avoided some parks even during the day. When residents avoid parks for fear of safety, it only aggravates the problem; the absence of people to report illicit activity further encourages it. Fortunately, the strategy to counter this is simple: attract more people to the City's parks.



Image Source: City of Oxnard

# Reconsider Oxnard's Sunset Ordinance

Oxnard's Sunset Ordinance closes parks after dark. The goal of this ordinance is to deter crime, but it has the potential to do the opposite. By prohibiting lawful activity, the ordinance could inadvertently invite unlawful activity. Keeping parks open later will generate activity and allow more "eyes on the park." Examples includes nighttime joggers, people walking home from shifts, dog walkers, and teenagers who don't have a place to hang out. With appropriate lighting, late night programming such as midnight basketball or summer concert series can keep parks active.

Cities that have implemented nighttime park programming have reported numerous benefits. Two case studies, included here, demonstrate the effects of nighttime programming efforts on that transforming urban parks. Oxnard should consider suspending the Sunset Ordinance on a case by case basis, especially in parks with good lighting, and in neighborhoods with a large youth population.




**CASE STUDY ONE: SAFETY IN "SUMMER NIGHT LIGHTS"**
Los Angeles, California

- Summer Night Lights started in 2008 by extending nighttime operating hours in crime-filled parks along with recreational, art and entertainment-based programming.
- The program was expanded from 8 to 32 park sites in Los Angeles over a five year period. It also reduced gang violence, created over 1,000 jobs, and recreational opportunities for over 700,000 participants.
- The program budget was around $5.4 million,with almost half provided by private funding and the remainder from public sources.
- The program helped fuel the local economy while creating stronger and safer communities.



**CASE STUDY TWO: MIDNIGHT BASKETBALL LEAGUES**
Across the U.S.A.

- A national non-profit organization organized basketball and other programming from 10 pm to 2 am to keep youth in urban areas off the street.
- The goal was to help young men develop self esteem through education and recreation. In addition to recreation, the program provided employment workshops and skills training.
- Crime in neighborhoods was shown to decrease by up to 30% over the program's first three years of implementation.

# Increase Programming

Parks with active programming are vibrant; people want to spend time where they can feel positive energy with others. That same presence makes a park space feel safe. Consider a Park Activation Plan to evaluate current offerings in each park, as well as the community group using them. The purpose is to introduce a variety of programming opportunities into Oxnard's parks, whether it be through City funding or through private partnerships. The plan should then outline how to create a unique identity within each park and strategize the specific programming required for further activation.



The November Project is a free fitness movement organized through social media that brings many runners and fitness enthusiasts into public parks for free workouts.

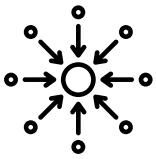


Outdoor ping pong tables add liveliness to this urban space.



Programs or events in parks don't have to be a big production— a collection of bean bag chairs with some lawn games, a game of kickball, or string lights and music can become an event.

## STRATEGIES FOR PARK ACTIVATION

1 

Introduce a wide variety of programs, activities and amenities in public parks. No park should be a single-use facility.

2 

Design parks with a diversity of spaces. Create places for active and passive programs to attract a wide demographic of users.

3 

Conduct a regular evaluation of park programming. Eliminate or modify programs that are not effectively attracting users.

4 

Engage minority communities regarding specific programs that could be implemented in the parks to meet their needs.

5 

Explore private partnership opportunities to bring programs into the parks. Examples include for-profit fitness, rock climbing, youth camps, rentals, etc.

6 

Encourage informal pop-up programs such as community organized groups and social media meet-ups that bring people into parks.

7 

Maintain the parks so that users feel safer and are encouraged to return again.

8 

Focus new programming on underutilized spaces. The goal should be to activate all spaces.

# Reform the Permitting Process

Through community engagement conversations, users mentioned that they found filing an event permit in Oxnard confusing and time-consuming with the current system because it cannot be completed online and requires signatures from multiple Divisions. As a result, many residents opt to either not have events or have an event without a permit. This reduces potential activity in the parks and denies the City revenue from permit fees; both are detrimental to improving parks.

Reserving a park or park amenity for private events needs to be as seamless as possible, and there needs to be a consistent fee chart for renting park structures that is easily accessible online.

The City needs to streamline the permitting process so that it can be quick, easy to understand, and 100% online (for both permit and reservation fees).

A consistent fee chart needs to be prepared for renting park structures that is online and easily accessible. The City should consider establishing at least two types of event permits: a Simple Event Permit and a Special Event Permit. The Simple Event Permit would be for events under 50 people with no special considerations (e.g., no alcohol, no temporary structures, etc.) and a smaller fee. Many community groups and families could use these permits for small gatherings. The Special Event Permit would be for larger events, or events that have special considerations that would need review by other City Divisions.

For both permits, the submittal process and fee payment should be online, with an available paper option to accommodate those with limited internet access. The City should also set standards for how long it will take to notify applicants their event is approved. For example, Simple Permits will receive notification of approval within two weeks of submittal; Special Permits within four weeks.

Key features of a simple permit process are:

- Single page
- Available to download AND submit online
- Only approval from one city department required, even if multiple departments or divisions are involved. For more complex or larger events, multiple approvals may still be necessary.

**PAVILION II**

CITY OF OXNARD CALIFORNIA

**Unlock BBQ at: ____am/pm**

## OXNARD BEACH PARK RESERVATION FORM

**MAINTENANCE SERVICES DIVISION**
**1060 Pacific Ave., Bldg. 3**
**Oxnard CA 93030**
**Tel. No. (805) 385-7950**

**Reservation Issued To:** _____ **Today's Date:** _____
**Address:** _____ **Phone:** _____
**Organization:** _____
**Reservation Date:** _____ **Activity/Function:** _____ **No. of Attendance:** _____

**(This form is an all day permit and must be kept on-site at all times during the event)**

**Reservation must be made two (2) working days prior to event date.**

**Reservation Fees:**
**$100.00 - Weekdays/Non-Holidays**
**$300.00 - Weekends/Holidays**
**$300.00 - Security & cleaning deposit (refundable)**

**Office Use Only**
☐ Cash ☐ Check # _____
☐ Cash ☐ Check # _____
☐ Cash ☐ Check # _____

**Refund/Cancellation Policy**
**Cancellation 30 days prior to event date:** Full refund will be given.
**Cancellation less than 30 days prior to event date:** The reservation fee will be withheld.
(Deposit will be mailed 6 weeks after event date, if Pavilion is left clean and damage free).

**Rules & Regulations:**
1. The City of Oxnard is not responsible for accidents that may occur at Oxnard Beach Park.
2. No one is permitted to charge admission, sell, solicit, or conduct any business in Oxnard Beach Park.
3. **All Trash Must Be Put In Trash Receptacles.**
4. **Vehicle Entrance fees: $1.00/hour per space per vehicle or $5.00 a day per space per vehicle.** (It is the responsibility of the person to whom this permit is issued that his/her guests comply with parking fees).
5. City Ordinance 7-125(A) prohibits the consumption of alcoholic beverages in City parks. Violation of this ordinance could cause the event to be terminated immediately.
6. **Amplified sound (PA Systems/DJs/Speakers) is not allowed in City parks (City Ordinance 16-476).** Groups must not exceed a moderate noise level (City Ordinance 19-60.12). Violation of these ordinances could cause this reservation to be terminated immediately.
7. A permit is required for the use of inflatable jumper in a City park (City Ordinance 11-282(A). Please contact Parks and Facilities at (805) 385-7950 for more information. No other equipment or apparatus is allowed without the written approval of the Parks & Facilities Division (maximum of 2 per park).
8. Vehicles including trailers are prohibited from driving or parking upon park turf or sidewalks (City Ordinance 8-25(A).
9. Non-compliance with the Park Rules and Regulations or providing false information may cause forfeiture of security/cleaning deposit.
10. **Reservation time is 8:00 a.m. to dusk.**
11. Reservation can be rescheduled **within a month of original reservation date** (for reasons beyond our control).

**I certify that I have read and will abide by the rules and regulations, which govern the use of Oxnard Beach Park facility.**

**Signature:** _____ **Driver's License No.** _____

City of Oxnard Park Reservation Permit Form - The current permitting process calls for approval signatures from many City Divisions. Even the Recreation Division needs to go through this process in order to hold events.




Streamlining the process and allowing residents to complete the permitting process online will ease the burden on those wanting to reserve spaces and City staff.

# Strategy 2: Improving Lighting

In the community meetings and surveys, Oxnard residents underscored the need for **more and better lighting**.

Improving the lighting in Oxnard's parks will not only make them safer, but also more active. Several residents shared stories of being afraid to walk by parks at night because the lack of lighting doesn't allow pedestrians to see if anyone is hiding. Soccer leagues told stories of parents shining car lights onto the field so that a game could finish. To address this issue, parks should have both field lighting for sports fields and pedestrian lighting along the park paths and perimeter when applicable.



Source: Design Workshop,Edgewood Resort Trail Lights

# Add Pedestrian & Field Lighting to All Parks

By adding pedestrian and field lighting to all parks, Oxnard can feel safe and inviting. This straightforward action will discourage vagrants and illicit activities while also allowing residents to enjoy and activate the park even in winter months.

While lighting can be expensive, the efficiency of LED allows cities to save money while reducing environmental impact. Converting existing lighting into LED technology can reduce electricity costs up to 70%. This conversion will also lower maintenance and operating costs.

LED lighting is not only cost-effective but can be "smart" as well. Some new fixtures include such features as "smart motion sensoring," which adjust brightness instantly to match pedestrian movement or detect threating activity, or 4G LTE, which enhances cell phone coverage within the parks. Also, LED lighting can now have "gunshot detection," which automatically alerts 911 call centers for police and ambulance response teams in emergency situations. Having a lit environment at night will create a perception of safety for residents, and these extra features definitely help.





**CASE STUDY ONE: CENTRAL PARK**
New York City

- New York City Department of Transportation and the US Department of Energy Gateway began a pilot program installing over 1,600 LED lights in Central Park. This resulted in 62% less energy consumption, saving approximately $94,000 in lighting costs and another $30,000 PER YEAR in maintenance costs.



Source: Design Workshop, Dengaro Market Redevelopment

# Strategy 3: Improving Safety

As many as 44% of Oxnard residents visit a park less than once a week; **concern for safety** was a main reason.

Many residents felt the presence of the homeless, vagrants, and people engaged in illicit activities made the parks feel unsafe. They were afraid to send their children to neighborhood parks alone or go there themselves. Making the parks more active will definitely discourage unlawful behavior, but Oxnard should also take measures to increase general park safety.



# Partner with Non-Profits to Provide Homeless Resources

One method of combating homelessness is to embrace it. Public parks and recreational facilities can be forward-thinking, and, instead of fighting the problem, plan intelligently for them. By partnering with non-profits that provide resources for the homeless, municipalities can ease their burden and work toward solutions. These resources include mobile showers and program centers so that the homeless can maintain personal hygiene and connect with potential jobs or housing programs. They might include public storage in parks, so that homeless people can safely store their belongings while they navigate social services.

Interviews with city staff revealed that the police utilize approximately four full-time staff addressing the homeless issue, but it doesn't seem to be getting better. The City needs a different strategy. The project team recommends Oxnard forms a "Homeless Round Table" composed of mental health workers, community leaders, and the City to collaborate on a homeless strategy. Homelessness is not a simple problem and requires a diversified perspective to enact change. The case studies to the right are two successful programs that could be models for alternative and more effective solutions.



**CASE STUDY ONE: VACAVILLE HOMELESS ROUND-TABLE**
Vacaville, California

- Created as an entity that brings together individuals from various local and county agencies to combat the City's local homeless problems. Groups include the police force, the faith-based community, social services and volunteers
- The Round-Table collaborates to share information with one another while developing strategies for increased coordination of efforts.
- After five years, the program has accounted for a 60% reduction in homeless on the street. It has become a national model for success in working across the aisle to find new local solutions for homelessness.




**CASE STUDY TWO: HOMELESS LIAISON PROGRAM ()**
Santa Monica, California

- An outreach team that co-locates employees from appropriate agencies within the City of Santa Monica with local police officers to assist in connecting homeless persons to the appropriate services.
- Consists of seven police officers that collaborate with the Santa Monica City Attorney's Office, Fire Department, Human Services Division, and Department of Mental Health.
- The HLP Team works together to ensure that the appropriate care is given to homeless persons, as well as ensuring that the rights of the homeless are not violated. Training is given to City and police staff, which supports better collaboration between law enforcement and City agencies.

# Foster Existing & Potential Partnerships

### EXISTING PARTNERSHIPS

The City of Oxnard has over 100 existing parks and recreation partners. Some notable recreation partners include:

- California State Parks
- California Police Activities League
- National Association of Police Athletic/Activities Leagues
- Oxnard Rotary Club
- St. Johns Dignity Health
- Ventura County Agency on Aging

The City also partners with the Hueneme and Oxnard Elementary School Districts. They are able to use the school facilities when they run after-school programs at the schools, which reach approximately 3,000 children. As of the time of this report, the City and schools are working to formalize a new agreement that will allow Recreation to use the school fields for soccer practice at times other than the after-school programs. This will help alleviate some of the immediate need for additional soccer fields but should not be seen as a substitute for new fields.

### FUTURE OPPORTUNITIES

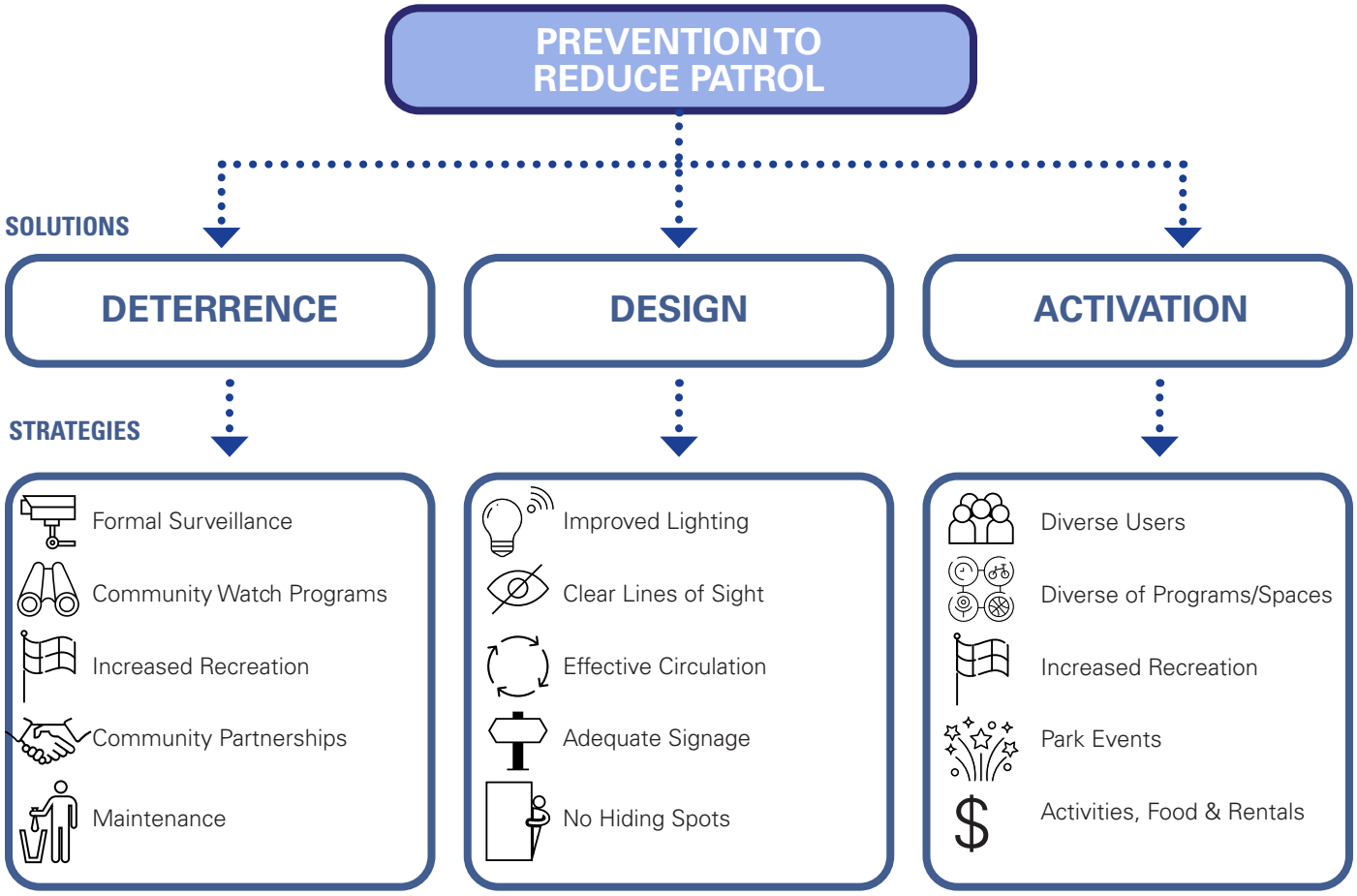
Given the high number of existing partnerships, the City may not need to look for new partners. Rather, the City should focus on improving the quality, benefits, and productivity of current partnerships. Some methods of doing this include: formalizing agreements for informal partnerships, revisiting and revising existing agreements, minimizing undesired duplication of services, and ensuring partners are providing services they excel at. Future opportunities worthy of investment may be any "Friends of" groups and parks non-profits, local businesses, as well the City of Port Hueneme. Local agricultural businesses that employ Oxnard residents may be able to sponsor some recreation programming and/or park amenities.



# Preventative Crime Efforts

The chart below visualizes how a combination of deterrence, design, and park activation strategies can work with one another to reduce the need for police patrolling in parks. Oxnard needs dynamic parks that are self-sufficient and require fewer resources in response to safety.

Crime deterrence can be increased by a strong engagement between law enforcement and the local community. Supporting a strong neighborhood watch program will empower Oxnard's residents to act as natural guardians of the City's public parks. Similarly, the better maintained a park is, the more it will inspire stewardship in local residents. Deterrence is not just having "eyes on the park" but sending a message that people are invested. The more a community cares for their public space, the less inclined criminals will be to pursue an illegal activity.



# Rely More On Cameras In Parks

The Oxnard police spend a lot of time and resources patrolling parks. Relying more on surveillance cameras could assist them in creating a safer environment. People generally behave better when they know they are being observed, while most illicit activity happens behind closed doors or away from "prying eyes." While cameras can cause some negative feelings within the community, just their presence can also make park users feel safer. Additionally, cameras in public parks can help police catch perpetrators, should there be any criminal activity, or monitor tricky areas not visible from the street.



Surveillance cameras should be used to assist the police force, not replace them. They are most effective in interior park spaces that are harder to monitor from the street.

# Strategy 4: Designing Parks For Safety

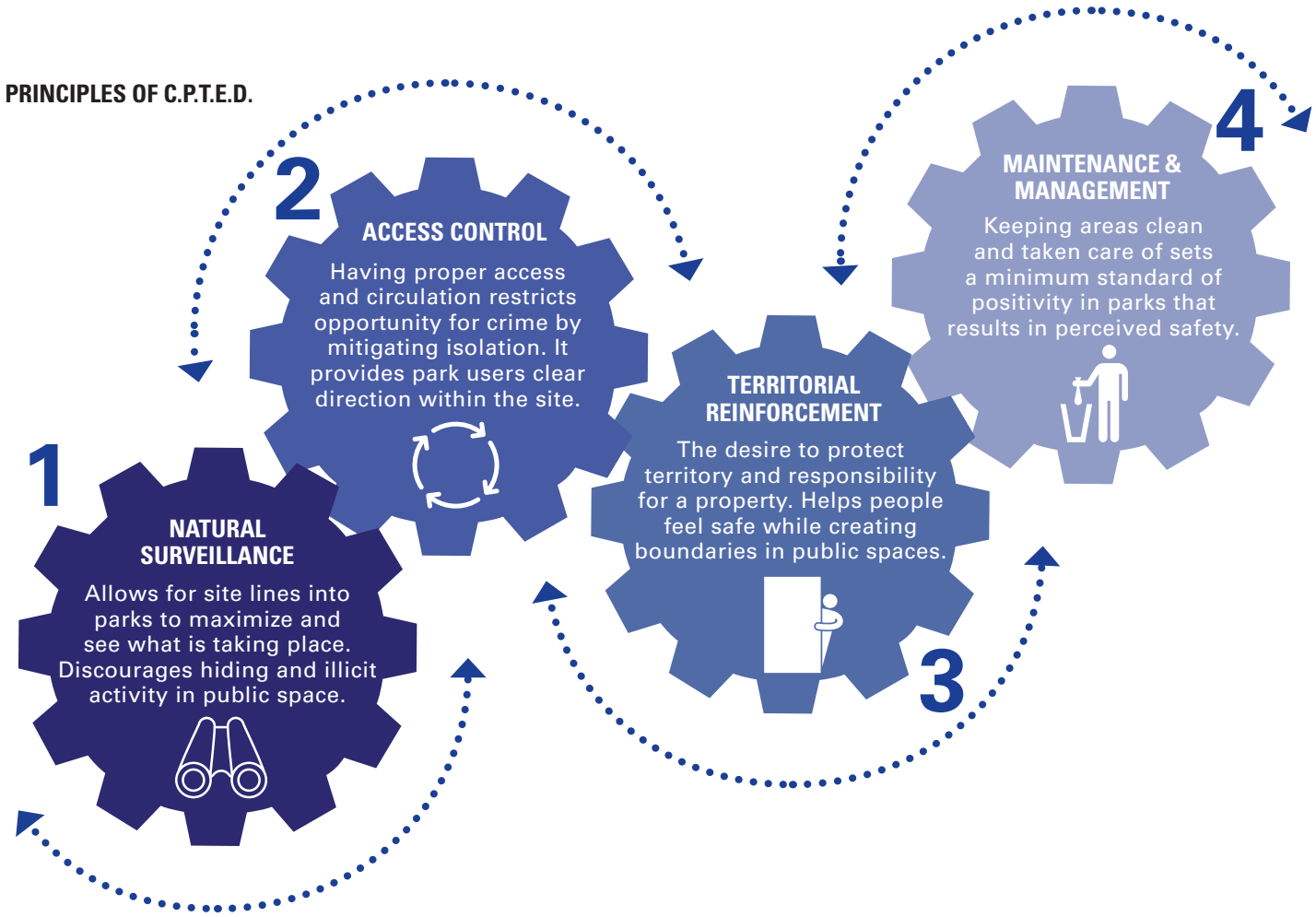
One of the most effective ways to promote **safe parks** is through **design**.

The placement of service buildings or bathrooms, the pattern of paths, the arrangement of planting material—all can either work to encourage activity and safety or deter it. The project team recommends Oxnard take a critical look at each park—especially those with a "bad reputation"—and see what design changes would work to make the park safer.

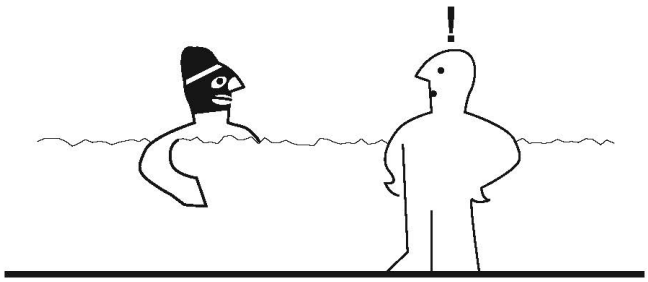


# Crime Prevention Through Environmental Design

Crime Prevention Through Environmental Design (CPTED) is a multi-disciplinary approach for reducing crime through urban and environmental design and the management of built environments. The Parks Division is currently working with the Oxnard Police Department on these design strategies with an appointed liasion in order to assist with park design. CPTED strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants so they can gain territorial control of areas and reduce opportunities for crime and fear of crime (www.cpted.net). CPTED is a proven standard that could help mitigate crime in Oxnard's parks. What makes CPTED such a great tool is that the strategies can be used in a variety of park types and sizes. CPTED can be worked into park design from the onset and allow safety to be more of a consideration in the future. The four main principles of CPTED are Natural Surveillance, Access Control, Territorial Reinforcement, and Maintenance+Management. The following pages discuss the specific strategies under each principle:

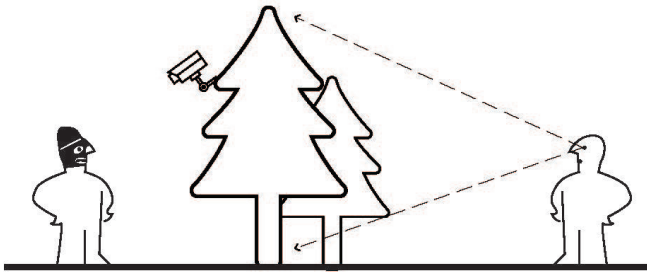


## PRINCIPLE ONE: NATURAL SURVEILLANCE



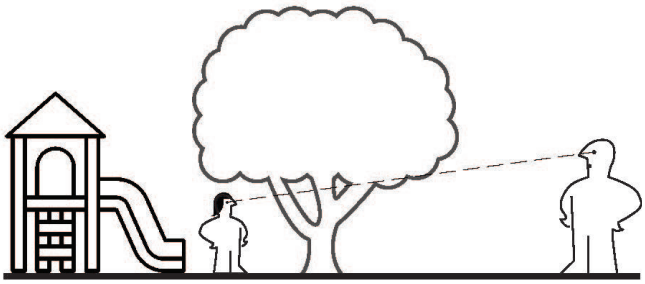
### ELIMINATE HIDING SPOTS

Eliminate places where vagrants or criminals can hide. Any dense vegetation or tall hedges should be removed or thinned to support clear site lines throughout a park.



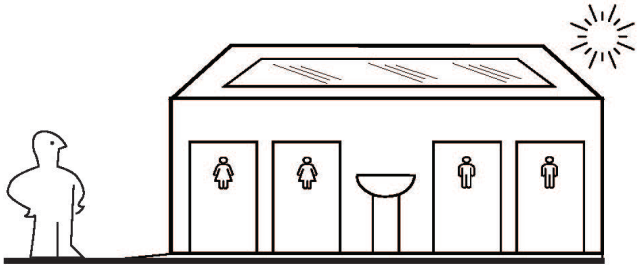
### USE CAMERAS FOR TRICKY LINES OF SIGHT

For areas hard to patrol, consider using surveillance cameras to capture tricky lines of sight. It's impossible for police to have their eyes on each park constantly; cameras are crime deterrents and can monitor trouble spots.



### VISUAL PERMEABILITY

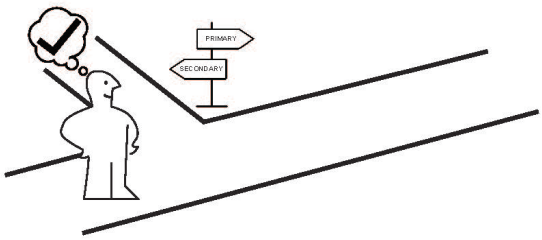
Make sure there are clear lines of sight throughout the entirety of a park. Avoid using tall visual blockades such as evergreen trees, closed fences, or walls that criminals could hide behind.



### REDESIGN OF RESTROOMS FOR SAFETY

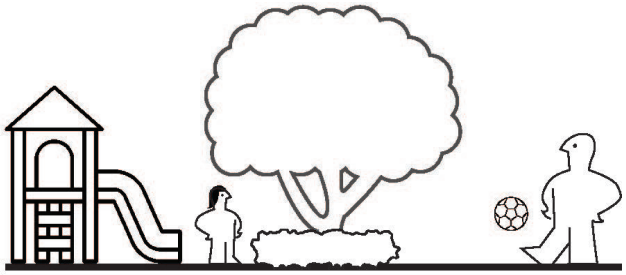
Individual stall entrances should be accessed from the outside of the bathroom building so one can enter and exit safely. Bathroom stalls should be naturally lit during the day with skylights and with LED lighting at night.

## PRINCIPLE TWO: NATURAL ACCESS CONTROL



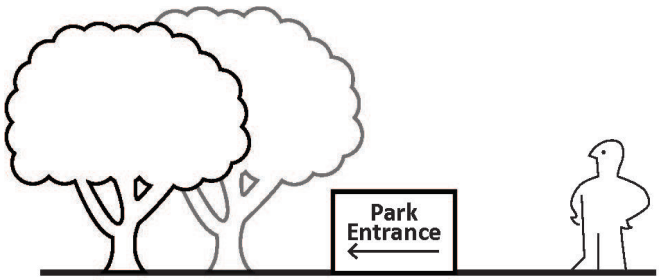

### LEGIBLE PATHWAYS & CLEAR HIERARCHY

Park circulation should be clear, identifiable, and well maintained. Paths should follow "desire lines" and not lead through any isolated areas.



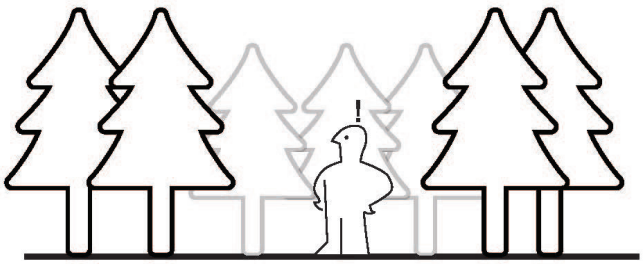
### WELL DESIGNED BOUNDARIES

Boundaries need to separate incompatible program uses in parks to avoid injury or conflict. Well-defined boundaries create a sense of security and comfort while also helping to guide users through the landscape.




### CLEARLY MARKING ENTRANCES & DESTINATIONS

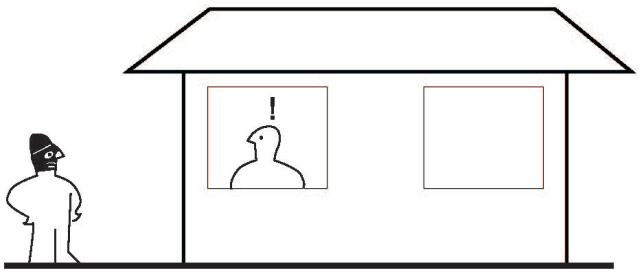
Having a clear understanding of paths in and out of a park allows visitors to feel more secure. Clearly marking access points.




### AVOID ENTRAPMENT AREAS

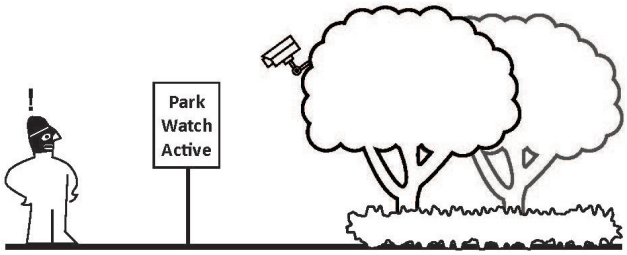
Entrapment areas are small, confined spaces that are blocked on three of four sides, trapping pedestrians "into a corner." Avoid accidentally creating these areas in the site design process so criminals cannot linger in these spaces.

## PRINCIPLE THREE: TERRITORIAL REINFORCEMENT



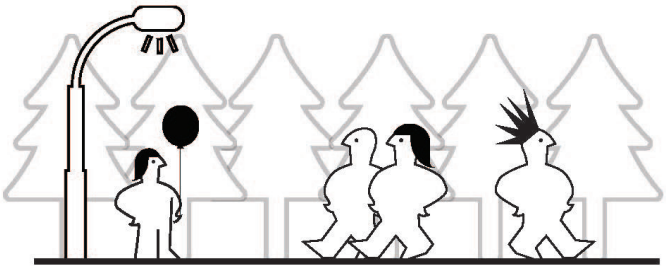
### USE COMMUNITY CENTERS AS WATCH

A community center has the opportunity to be a sort of caretaker for its park, acting as "eyes and ears" at all times. People coming in and out of a community center help activate a park, prevent crime from taking place.



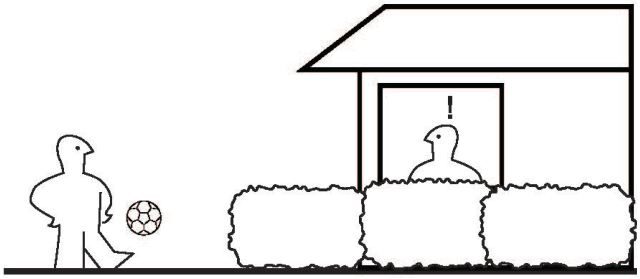

### PARK WATCH SIGNAGE & CAMERA VISIBILITY

Signage and surveillance alert criminals they are being watched. It prevents illegal activity by imbuing a sense of ownership over a park by the community.



### CREATE AN ACTIVE PARK PERIMETER

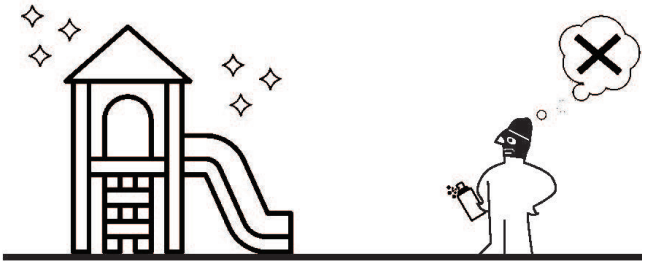
An active edge allows for people to observe what is happening in the park from the street, creating a perimeter of "watch." People feel better about entering a park surrounded by other people.



### USE LANDSCAPE TO SEPARATE PUBLIC FROM PRIVATE

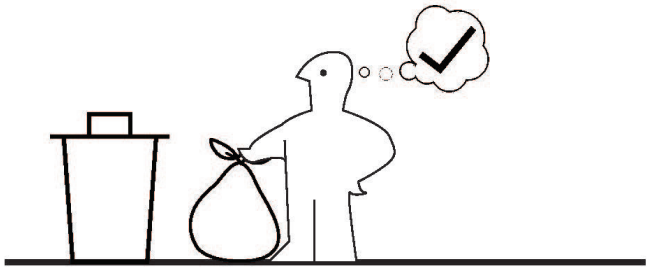
Well-defined boundaries let people know where they can and cannot be. Landscape features such as shrubs, trees, or fences should separate the public from private spaces.

## PRINCIPLE FOUR: MAINTENANCE & MANAGEMENT IS KEY



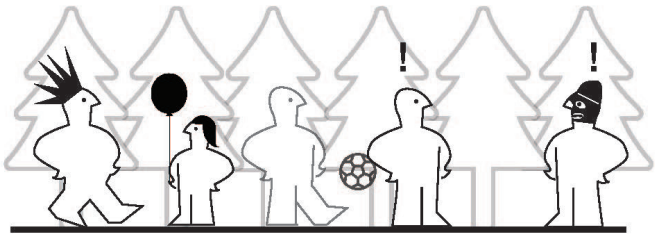
### BROKEN WINDOWS THEORY

The "Broken Windows Theory" states that visible signs of crime or vandalism further encourages crime and vandalism. A maintained park creates a perception of ownership.



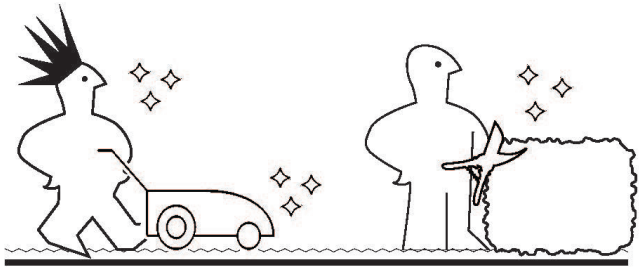
### ENSURE WASTE MANAGEMENT IS IN ORDER

Overflowing trash bins add to the perception that a park is not well cared for. It also provides an opportunity for trash fires and homeless congregation. Always make sure trash is emptied as often as necessary.



### "EYES ON THE PARK"

Activating a park with people will create a sense of security through numbers. Criminals will be less inclined to commit an illegal act if there are plenty of witnesses.



### GOOD TURF & LANDSCAPE CONDITIONS

Well maintained landscape are indicators that a park is adequately used and maintained. Managed shrubbery and plantings will also eliminate hiding spaces.

# Performance Measures for Benchmarking

Performance measures will provide a quantifiable way to show how Oxnard's parks and recreation are improving. One set of measures can be obtained by a follow-up survey to city residents two or three years from the completion of the Master Plan. The survey would have the same questions as the survey used for this Master Plan and would look for positive changes in the responses. Other performance measures can be obtained via data collected by the City.



## PERFORMANCE MEASURES FROM FOLLOW-UP SURVEY

**Increases in...**

- "Agree" or "Strongly Agree" that Oxnard's parks are well taken care of and programmed enough
- Number of people who visit the beach at least once per week
- Percentage of people visiting Oxnard park once per week or more
- Percentage of residents who think the parks are safe

**Decreases in...**

- "Agree" or "Strongly Agree" for opinion's that Oxnard's parks don't have enough restrooms, don't have enough amenities, don't have enough lighting, and are not safe
- Percentage of residents who think the parks are not well-maintained

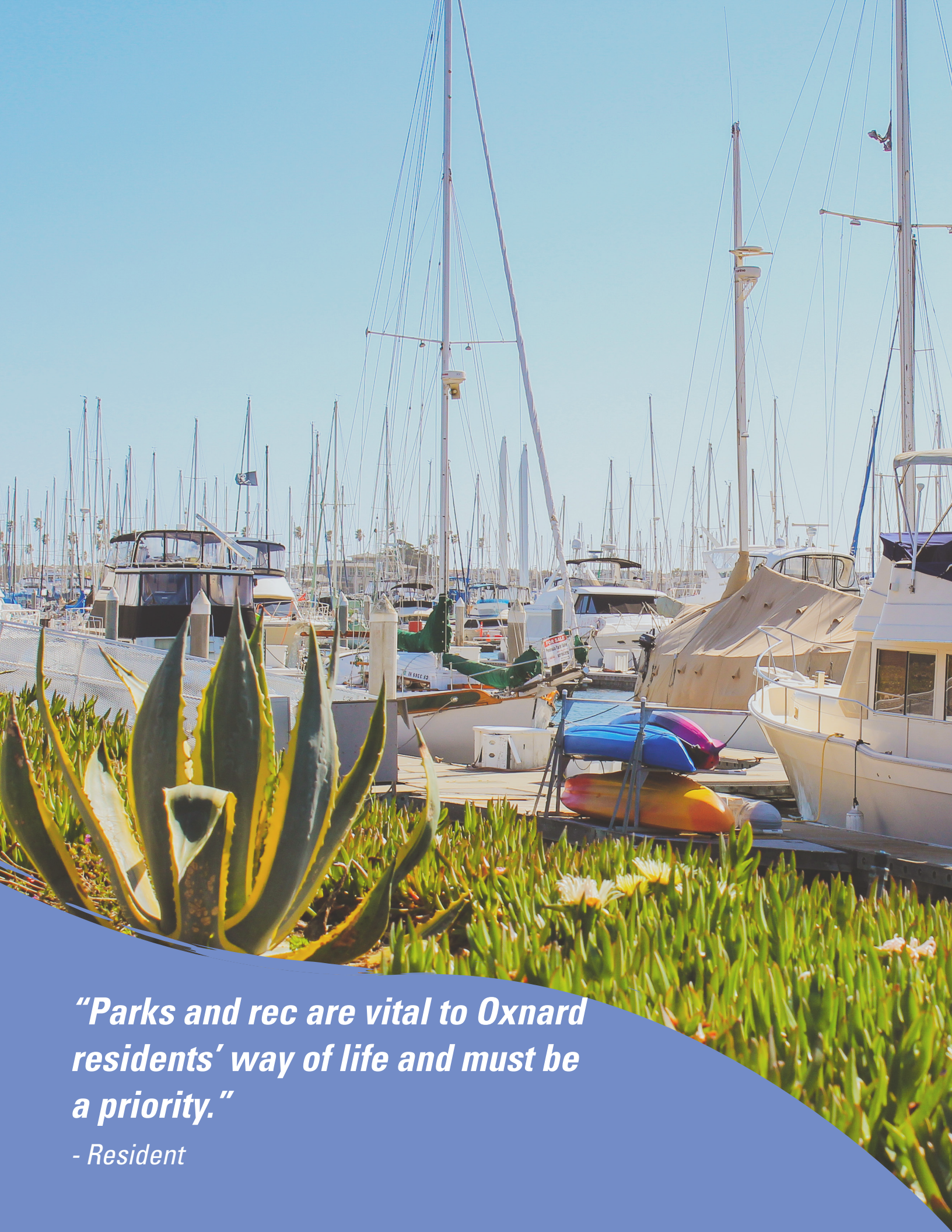
## PERFORMANCE MEASURES FROM CITY DATA

**Increases in...**

- Number of events held in parks
- Earned revenue from events
- Number of youth sports teams and participants, adult sports teams and participants, recreation class offerings and participants, and senior programming participants (Long-term)
- Per capita park and recreation spending (Mid-term)
- Maintenance standards across Oxnard parks
- Number of functioning stormwater management features
- Miles of walking/hiking trails
- Accessible programs and play equipment
- Lighted sports fields

**Decreases in...**

- Crime in parks
- Water use (accounting for future increases in park space)
- Energy use (accounting future park & recreation growth)
- Staff turnover



***"Parks and rec are vital to Oxnard residents' way of life and must be a priority."***

*- Resident*

# Goal 4: Connect the City With Natural Resources

## Strategy One: Creating Strong Connections

## Strategy Two: Promoting Stewardship

Great parks do not exist as isolated entities. They are one of many overlays within a city's fabric that connect to and influence the city around them. Because of this, parks can be thought of as part of a recreational and social network throughout the city. As parks are social "hearts" of communities, it is the trails, bike lanes, and green-ways that act as arteries. If appropriately designed, these connections can link city parks to the larger natural systems—it is the beaches or mountains— that help defines the landscape.

The City of Oxnard is rich in natural resources. It is positioned between mountain ranges; one side flanks an agriculture preservation while the other is embraced by the Pacific Ocean. The Santa Clara River hugs the boundary to the north. Connecting Oxnard's residents to the beauty around them by bringing nature into parks and improving access to the river, ocean, and mountains is critical for making the most of the surroundings. This chapter focuses on how the City of Oxnard can utilize connections to more effectively link its natural resources to the urban fabric and capitalize on its geographic assets. Think of it as "bringing in" and "connecting out."

# Strategy 1: Creating Strong Connections

Oxnard's relatively flat topography makes it a **perfect place to bike**, yet most residents cited concerns for **safety** as reasons they didn't bike more.

## Utilize SOAR Boundary for Bike Trails

Along the perimeter of Oxnard are many agricultural fields aligned with rolling green hills in the distance. The SOAR initiative currently protects all areas outside the municipal boundary of Oxnard as green space. By requiring a majority vote for any new development, the SOAR initiative works to protect natural habitat, agriculture, and scenic viewsheds.

Constructing infrastructure for pedestrians and bicyclists along the SOAR boundary would create a beautiful recreation amenity. This should be considered in the City's mobility plan.



Implementing biking trails or lanes along the SOAR boundary is a great opportunity to create scenic routes for bikers, highlighting Oxnard's cultural landscape and natural features.

# Create a Multi-Use Trail on 5th Street Drainage Corridor

Oxnard's shoreline contains one of the largest preservations of natural sand dunes in California. Unfortunately, they are only able to be enjoyed and viewed while driving along Harbor Blvd. Create a multi-use trail that starts from Oxnard Beach Park, runs along the edge of the 5th street drainage corridor, through the Santa Clara Estuary Natural Reserve, and ends at McGrath State Beach and Campground. A path along this route will give pedestrians and bikers access to amazing natural features such as the Oxnard Dunes, McGrath Lake, and Estuary. Even though McGrath won't be open for several years, the project team recommends planning for this type of amenity begins soon, so that it can open with the most and best access. As these wetland areas serve as a nesting habitat for birds, the trail would need to be fenced off so as not to disturb the natural beauty of the landscape. This should be considered in the City's mobility plan.





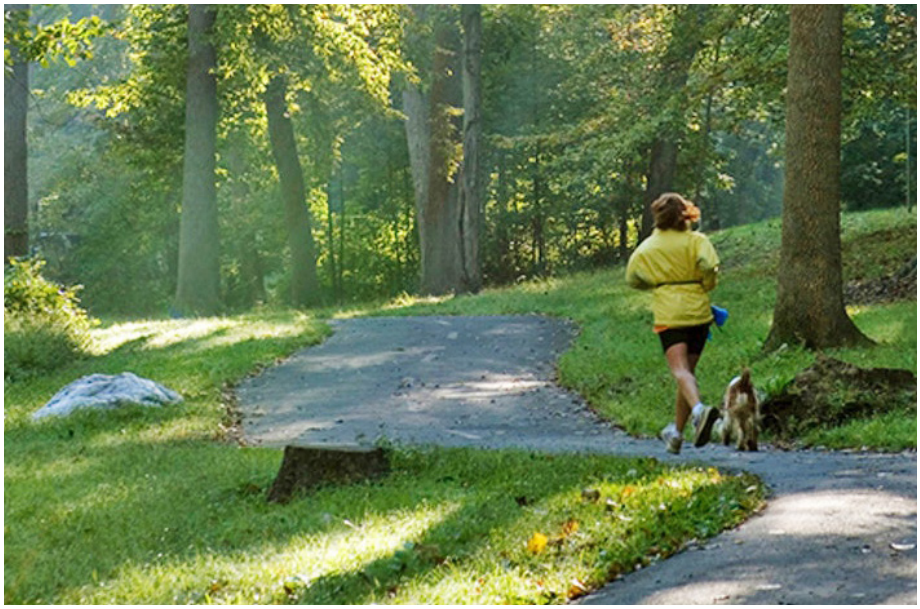

A path will help activate Oxnard's beach while connecting it to a larger circulation system. It would make pedestrian beach access easier and promote outdoor recreation.

# Create Trails in Parks and Around Town

The Community Engagement process revealed there is great interest in introducing more walking trails both within parks and around the city. Residents wanted more places to exercise and enjoy nature close by, especially if they don't have the ability to get out further. New parks and larger existing parks should make incorporating walking trails a priority in the design.

In Downtown Oxnard, there is a great opportunity to create "urban trails" by incorporating art and planting into alleyways. The Oxnard Green Alleys Plan guides revitalization of the city's alleys by providing recommendations for bicycle and pedestrian connections, improving storm water quality, mitigating the urban heat island, creating open space for community recreation, and supporting local businesses. The plan is being used to transform Oxnard's underutilized alleys into amenities that provide multiple benefits to the entire community.

Plaques and brick dedications can form "historical trails" as markers that can lead pedestrians from Downtown to Heritage Square. Deteriorating infrastructure, such as outdated water channels, can also provide a setting to create trails in the urban environment.



Rock Creek Park in Washington D.C. has many asphalt trails that meander through a wooded park. The trails become an escape from the urban environment and allow pedestrians to run, bike, hike or Rollerblade. The park also provides habitat for small animals and birds.



# Strategy 2: Promoting Stewardship

Oxnard City Staff and Parks & Recreation Commission can utilize the **mobilization** and **outreach efforts** of the Master Plan to push coordination efforts with grassroots organizations.

The City of Oxnard must be strategic in utilizing existing stakeholder groups to progress projects and build upon work that has already been completed. It is important to involve stakeholder groups early within the planning process of any large environmental or development project. Working together, the City and local community can focus on creating partnerships that will focus on projects to drive positive change. It is recommended that the City not only have stronger collaboration with local groups but provide the resources, training, and tools to help them receive project grants.



# Restore & Improve Access to Ormond Beach

Ormond Beach, just south of Oxnard, is home to beautiful natural sand dunes and is an important habitat and nesting site for a wide variety of birds. Promoting this with national and international bird groups would distinguish Oxnard.

The State Coastal Conservancy, the City of Oxnard and The Nature Conservancy are currently going through a public process to guide a restoration and access plan that balances habitat restoration and protection of sensitive plant and animal species with improved and increased public access referred to as the Ormond Beach Restoration and Access Plan.

Ormond Beach spans 630 acres in the City of Oxnard along the County of Ventura coast and is considered by wetland experts to be one of the most important wetland restoration opportunities in Southern California.

Unlike other coastal wetland restoration projects in Southern California, there is room to restore the approximate extent of historic wetlands, provide surrounding upland habitat to complete the ecosystem and accommodate sea level rise. When combined with the adjacent Mugu wetlands, it will be one of the largest wetland systems in Southern California.




Ormond Beach Restoration + Public Access Plan.
Top: Project Area + Vicinity
Bottom: Project Area Ownership

# Celebrate Agricultural Heritage

The surrounding agrarian landscape is one of those assets that separates Oxnard from many of the nearby cities, so the City should promote more agriculture-based eco-tourism. There is a strong regional tourist economy for programs such as bird watching, livestock feeding, beekeeping, farming tours, and agricultural fairs/ festivals.

There is also the organic agriculture industry, which highlights how farming and food production can be environmentally sustainable and generate a positive impact on rural communities.

Marketing Oxnard's agriculture products as sustainable and locally grown can start to form an identity for the City while connecting to community gardens and boosting the amount of revenue from tourism and sales tax.



Agriculture is vital to Oxnard's economy.



Hiking and horseback riding in the Oxnard Plain



***"The City needs to make it a priority to keep parks safe, clean and well maintained."***

*- Resident*

# Oxnard's Action Plan

Priority Project Recommendations Matrix

Operations & Maintenance Recommendations Matrix

Capital Improvements

Deferred Maintenance Needs

Overall Conclusion

This document has discussed Oxnard's geographic and cultural context, the existing condition of its parks and recreational programs, and the community's needs and perceptions. The project team has identified four goals and a host of strategies to achieve those goals. So now the question is: What should be done with all this information? Or, more precisely, what should be done first?

This chapter outlines an Action Plan that prioritizes the strategies and identifies a Capital Improvement Plan coordinated with the City's. The project team divided the recommendations into three categories: those that require time, those that require funds, and those that require both. Paramount to the success of Oxnard's parks are projects and actions that will result in increased funds or increased efficiencies. The City should prioritize these in order to unlock capital for future improvements.

# Priority Project Recommendations Matrix

### TIME RECOMMENDATIONS

These can be completed by utilizing staff-time versus supplemental grants or funding. They include goals that can be done in the present, including reforming Oxnard's maintenance regime, helping with park activation, and promoting staff networking for partnerships.

Making use of staff to find local and corporate partnerships could supplement the City's lack of financial resources. Partnerships with local businesses can fund improvements while also activating the parks. It would result in more economic opportunities, as well as foster the perception of enhanced safety. Re-evaluating the sunset ordinance on a case by case basis and allowing for more events in Oxnard by reforming the permitting process would also help this process. In addition, it is recommended that City staff develop park maintenance checklists to use their staff resources as efficiently as possible. It is also to ensure park maintenance is getting accomplished efficiently.

| CHAPTER | PRIORITY PROJECT (TIME) |
|---|---|
| 4 | Develop Park Maintenance Checklists |
| 6 | Foster Existing and Potential Partnerships |
| 6 | Reconsider Oxnard's Sunset Ordinance |
| 6 | Reform the Permitting Process |

### MONEY RECOMMENDATIONS

The recommendations that need money are capital improvements that require financial contribution upfront in order to improve the aesthetic, economic or programmatic condition of Oxnard's parks. They should be a priority as funding becomes available in time. The majority of these recommendations involve re-designing Oxnard's parks to be self-sustainable and less reliant on general fund revenue sources for maintenance. Some strategies will be expensive upfront but should be cost-effective over time. The City's goal should be for parks to assist in their own funding mechanisms to keep them safe, active, and open.

| CHAPTER | PRIORITY PROJECT |
|---|---|
| 4 | Incorporate Revenue Generating Facilities into Parks |
| 4 | Reduce Energy Costs |
| 4 | Install Efficient and Controlled Irrigation |
| 4 | Transform from Turf to Native or Conservation Plantings |
| 5 | Ensure Accessible Programs and Equipment |
| 6 | Add Pedestrian and Field Lighting to All Parks |

### TIME & MONEY RECOMMENDATIONS

The recommendations that need time and money may take the longest to implement. First and foremost, creating an Oxnard Parks & Recreation District should be considered as an option to accomplish any of the improvements listed in this Master Plan. Without a Parks & Recreation District, there may not be a way to fund any improvements for Oxnard's parks or provide recreational programming to even its current level of service. The additional recommendations that need time and money have to do with programming efforts that require capital improvements to become effective.

| CHAPTER | PRIORITY PROJECT |
|---|---|
| **5** | Incorporate Signage in English, Spanish and Mixteco |
| **7** | Restore and Improve Access to Ormond Beach |

# Operations & Maintenance Recommendations Matrix

| RECOMMENDATION[1] | | REVENUE IMPACT | O&M COST INCREASES |
|---|---|---|---|
| **Goal 1: Improve Maintenance & Operations Recommendations** | | | |
| 1. | Additional Revenue for Parks | + | staff effort |
| 2. | Create Tax to Fund Parks & Recreation | + | staff effort |
| 3. | Create an Oxnard Parks & Recreation District | + | staff effort |
| 4. | Encourage Business Improvement Districts in Commercial Areas | - | staff effort |
| 5. | Establish A Non-Profit Parks Foundation | + | staff effort |
| 6. | Incorporate Revenue Generating Facilities into Parks | + | staff effort |
| 7. | Reduce Energy Costs | + | staff effort |
| 8. | Install Efficient and Controlled Irrigation | + | $$ |
| 9. | Use Durable and Sustainable Materials | + | $$ |
| 10. | Transform from Turf to Native or Conservation Plantings | + | $0.14/sq. ft.[2] |
| 11. | Use "Low Mow Turf" for Sustainable Landscapes | + | $0.12/sq. ft.[3] |
| 12. | Utilize Bio-Retention Technologies | cost savings for other departments | $$$ |
| 13. | Use Artificial Turf in Parks for Sports Play* | + | $0.45 to $0.65/sq. ft.[4] |
| 14. | Understand Worker Resources | - | staff effort |
| 15. | Develop Park Maintenance Checklists | + | staff effort |
| **Goal 2: Diversify Amenities & Facilities** | | | |
| 1. | Incorporate Habitats and Natural Features | n/a | $0.14/sq. ft. |
| 2. | Design Parks for Flexibility and Multi-Use | n/a | staff effort |
| 3. | Focus on Existing Parks Before Adding More | + | staff effort |
| 4. | Make Each Park Distinct | n/a | staff effort |
| 5. | Park Design Recommendations & Standards on Park Classifications | n/a | staff effort |
| 6. | Add Lifeguards | n/a | $2,500/lifeguard per year |
| 7. | Provide More Wayfinding Signage* | n/a | $336/sign per year |

1 All recommendations do not include additional costs for staff additions for administration and programming.

2 This will require transitioning 40-50% of existing sprinkler heads to a 12-inch head to spray over native grasses. This will also require a different density of sprinklers to provide coverage based on the size of planting and type of irrigation system. See row 8 for more detail.

3 This will require transitioning 50-50% of existing sprinkler heads to a 12-inch head to spray over native grasses. This will also require a different density of sprinklers to provide coverage based on the size of planting and type of irrigation system. See row 8 for more detail.

4 If these sports fields receive regular play, which is expected in Oxnard, the City can assume 50% higher water use to recover from such heavy use. This would be about $16,900/acre per year in water costs.

| RECOMMENDATION[1] | | REVENUE IMPACT | O&M COST INCREASES |
|---|---|---|---|
| 8. | Establish Programming & Economic Drivers | + | staff effort |
| 9. | Add More Bike Parking* | n/a | $163/rack per year |
| 10. | Promote Regional & Private Events | + | staff effort |
| 11. | Focus on Senior Center Development & Resources | - | staff effort |
| 12. | Incorporate Signage in English, Spanish and Mixteco* | n/a | $500/sign per year |
| 13. | Joint-Use Strategies for Necessary Amenities | + | staff effort |
| 14. | Design Parks that Reflect the Neighborhood Culture | n/a | staff effort |
| 15. | Ensure Accessible Programs & Equipment | + | $$ |
| 16. | Address the Soccer Shortage* | + | $18,000/field per year |
| 17. | Create A Place for Baseball & Softball* | n/a | $18,000/field per year |
| 18. | Improve Tennis Facilities & Grow Interest in Pickleball* | n/a | $2,000/court per year |
| 19. | Support Indoor Basketball* | + | $$$ |
| 20. | Evaluate the Future of the River Ridge Golf Course | + | staff effort |
| 21. | Add Community Gardens | n/a | $3,000/garden per year |
| 22. | Address Program Gaps through Partnerships & In-House Programming | n/a | staff effort |
| 23. | Provide Transformative Programming | + | staff effort |
| 24. | Upgrade Capacity for New, Expanded Programs and Facilities | + | staff effort |
| 25. | Explore Development of Wellness Initiatives | + | staff effort |
| 26. | Provide Technology Resources for Users + Staff | n/a | $$ |
| **Goal 3: Create Safe & Active Parks** | | | |
| 1. | Reconsider Oxnard's Sunset Ordinance | n/a | staff effort |
| 2. | Increase Programming | + | staff effort |
| 3. | Reform the Permitting Process | + | staff effort |
| 4. | Add Pedestrian & Field Lighting to all Parks* | n/a | $360/unit per year |
| 5. | Partner with Non-Profits to Provide Homeless Resources | n/a | staff effort |
| 6. | Foster Existing & Potential Partnerships | n/a | staff effort |
| 7. | Preventative Crime Efforts | + | $ |
| 8. | Rely More on Cameras in Parks | n/a | $ |
| 9. | Crime Prevention Through Environmental Design | n/a | staff effort |
| 10. | Performance Measures for Benchmarking | n/a | staff effort |

| RECOMMENDATION[1] | | REVENUE IMPACT | O&M COST INCREASES |
|---|---|---|---|
| **Goal 4: Connect the City with Natural Resources** | | | |
| 1. | Utilize SOAR Boundary for Bike Trails | n/a | staff effort |
| 2. | Create a Multi-Use Trail on 5th Street Drainage Corridor | n/a | $7,000/one mile of trail per year |
| 3. | Create Trails in Parks and Around Town | + | $7,000/one mile of trail per year |
| 4. | Restore & Improve Access to Ormond Beach | + | $$ |
| 5. | Celebrate Agricultural Heritage | n/a | staff effort |

* These recommendations will also need to incorporate equipment and/or installation costs. They do not include additional costs for staff additions for administration and programming.

# Capital Improvements

## The Capital Improvements in this chapter should be the first step towards **change.**

Capital Improvements can be defined as any addition or alteration that substantially adds value or appreciably prolongs a project's lifespan (Department of Tax, NY). For Oxnard, it is necessary to define the first projects needed to implement the Parks & Recreation Master Plan through capital improvements. This means defining the initial steps necessary for implementing the City's vision.

The first step is defining which recommendations from the goal chapters are the most critical to pursue. The capital improvements must be necessary, but also realistic. To account for Oxnard's lack of funding, the recommended capital improvements are divided into categories: those that need time, money, or both. These improvements have been identified through both the City's CIP for 2020-2025 and the master plan process. Using this Master Plan as a framework, the City should work to complete as many recommendations as possible. However, the recommendations that need more money may be prioritized only when funding becomes available. At a minimum, the City may focus on implementing recommendations that only require time as a starting point.

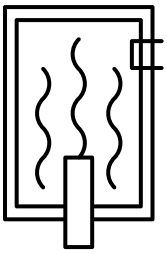


# Critical Amenity Projects

A great parks and recreation system should have the amenities that its residents want to see. In the Diagnosis phase of the Master Plan, the project team collected empirical data, participated in community interviews, and analyzed the public survey to paint a cohesive picture of what amenities are not only missing but needed in Oxnard's parks and recreation system.

The amenities on this page are ranked according to what is most needed as determined through community engagement, best practices, stakeholder input and national trends. Oxnard should implement these amenities into existing or future planned park or open space developments as possible. The order to which they are implemented will most likely be determined by available grants or funding.

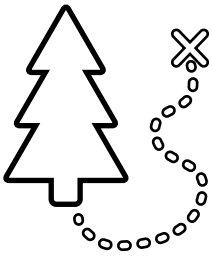
**1** **A SWIMMING POOL**



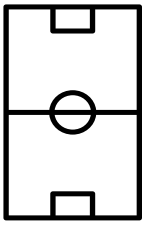
**2** **AN ENVIRONMENTAL EDUCATION CENTER**



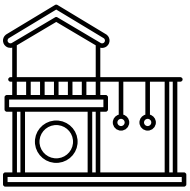
**3** **NATURE TRAILS**



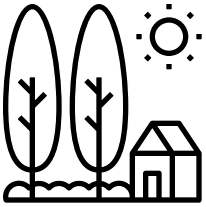
**4** **SOCCER FIELDS**



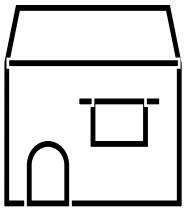
**5** **PLAYGROUNDS**



**6** **COMMUNITY GARDENS**



**7** **COMMUNITY CENTERS**



# Finish College Park

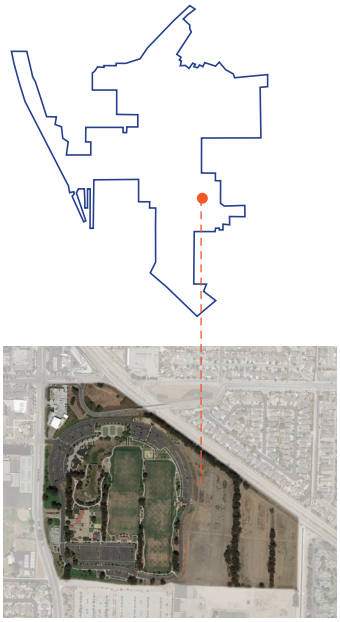
College Park is the heart of South Oxnard. It needs to unite the soccer community while providing nearby residents with the amenities they need.

The 35 undeveloped acres at College Park is an opportunity to provide residents in South Oxnard with a world-class recreational facility. The park should be developed to accommodate enough soccer fields for the sports community, as well as passive and economic-generating programming. As South Oxnard is very diverse, College Park should incorporate what people in the community need most— walking paths, bike lanes, as well as spaces for nature, play, and celebrations.

The local community has played Pelota Mixteca on the vacant area of College Park for over ten years; it's important that the final design includes a space for this sport as well, if a court is not constructed at Campus Park. For soccer, the City should provide the soccer community with a well-maintained, large outdoor complex to accommodate the needs of its leagues for practice.

In an uncertain future, with unfunded programming, it would also be good to leave the option open for an aquatic center in south Oxnard, as deemed feasible.





**RECOMMENDED PROGRAMMING**

- Soccer complex
- Multi-purpose fields
- Pelota Mixteca (if a Pelota Mixteca court is not constructed at Campus Park)
- Seasonal city wide events
- Inclusive playgrounds
- Walking trails
- Bio-retention technology
- Swimming pool, as funding is achieved





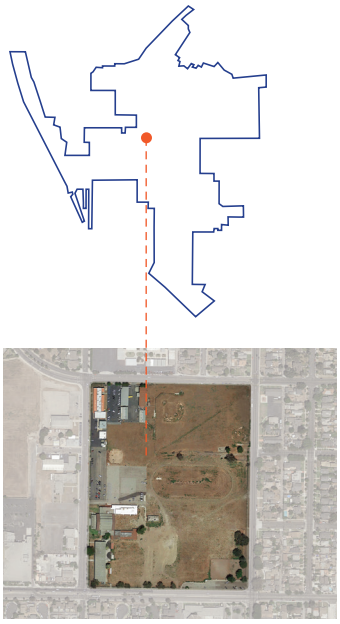

Pelota Mixteca is another popular sport in Oxnard. It's been played in College Park for years.

# Develop Campus Park

In 2020, Oxnard received an $8.5M grant for Campus Park, which is funding a nature-themed park. This will include a skate park, bike pump track, pelota mixteca court, walking trails and lighting, natural habitat/ meadow, a community garden, a playground, and a multi-use pavilion/venue. It will be a haven for recreational programming for all.

Campus Park deserves a planning process of its own. As the existing buildings on site are already being used for Police Activities League, it is in Oxnard's best interest to consolidate recreational programming facilities within Campus Park. The remaining site, not dedicated to the above active park programming, should be dedicated to natural resources and flexible programming. Space for a swimming pool should be planned, to be constructed as funding is achieved.





Through public outreach, the list of programming was prioritized to be the following:

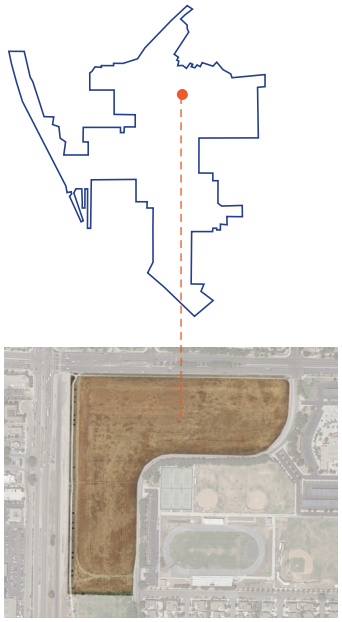
- Bike pump track
- Community garden
- Community services
- Environmental education trails
- Natural habitats
- Pavilion
- Pelota Mixteca
- Skate park
- Playground
- Walking trails

# Build Sports Park

Sports Park should be a space devoted to a diversity of sports and fitness. Sports Park can serve various popular sports in Oxnard, including basketball, volleyball, and tennis/pickle-ball courts. It should include opportunities for bike and running trails, as well as outdoor fitness.

Sports Park will help to meet baseball and softball needs in the City. When baseball is not being practiced, the expansive outfields can be used for picnicking and other passive, flexible programming. Lawn spaces can also be built with pedestrian paths that include informational signage, educating residents about health, nutrition and fitness.





**RECOMMENDED PROGRAMMING**

- Baseball/ Softball fields
- Basketball courts
- Passive lawn areas
- Inclusive playgrounds
- Walking trails
- Bio-retention technology

# Capital Improvements Identified in FY 2020-2025 CIP

In 2020, the Oxnard City Council approved the 2020-2025 CIP, which established a commitment for the following projects.

| RESURFACING PROJECTS | COST ESTIMATE | DESCRIPTION |
|---|---|---|
| Basketball Court Resurfacing | $500,000 | Reconstruct three (3) basketball courts in Orchard Park and two (2) in Lemonwood Park. Additionally, resurface one (1) court in Orchard Park, one (1) in Rio Lindo Park, two (2) in Thompson Park, three (3) in Colonia Park, and two (2) in Beck Park. |
| Pleasant Valley Park Court Resurfacing | $340,000 | Full reconstruction and resurfacing of basketball courts and tennis courts. |
| Vineyards Park Playground Resurfacing | $110,000 | Replace existing poured-in-place playground surface with a tiled playground surface. |
| Tennis Court Resurfacing | $1,530,000 | Reconstruct eight (8) tennis courts in Community Center West Park, two (2) in Lemonwood Park & two (2) in Pleasant Valley Park. Additionally, resurface one (1) court in Wilson Park and two (2) in Marina West Park. |
| East Park Playground Resurfacing | $155,000 | Replace existing poured in place playground surface with a tiled playground surface. |

| MASTER PLANNING PROJECTS | COST ESTIMATE | DESCRIPTION |
|---|---|---|
| Campus Park Activation | $8,500,000 | Expand Campus Park including a new BMX pump track, skate park, three basketball courts, pelota Mixteca court, playground, performing arts amphitheater/pavilion, multi-use field/meadow, community garden, public art, walking trails, creek, parking lot and stormwater improvements, and lighting and landscaping throughout the park. |
| Lemonwood Park Parcel Development | $550,000 | The park was acquired in early 2017 and requires a design to remediate the half acre site. |

| PARK IMPROVEMENTS | COST ESTIMATE | DESCRIPTION |
|---|---|---|
| Southbank Park Improvements | $298,275 | Construct walking path and lighting within park. |
| Seaview Park Improvements | $2,227,623 | Install new walking path/track, new LED lighting and new restrooms. New inclusive play area to accommodate ages 2 through 5 and 5 though 12 years old. |
| Del Sol Park Improvements - Phase 1 | $520,000 | Construct a new restroom. |
| Cypress (Garden City Acres) Park Improvements | $692,729 | Install new smart irrigation and new controller. Repair and resod damaged turf. Install an additional basketball court with lights. |
| Community Center East Park Improvements - Phase 2 | $407,922 | Replace play structure, install new LED security lighting, resurface parking lot, and install new park amenities |

| REPLACEMENT PROJECTS | COST ESTIMATE | DESCRIPTION |
|---|---|---|
| Riverpark Irrigation Control System Replacement | $180,000 | Replace irrigation control systems. |
| Seabridge Light Replacement | $400,000 | Replace the outdoor lighting throughout the Seabridge community. |
| Pfeiler Pocket Park Play Structure Replacement | $155,000 | Replace the play structure at Pfeiler Pocket Park. |
| Oxnard Trail Light Replacement | $200,000 | Replace lighting infrastructure, upgrade electrical and add community cameras along Oxnard Trail from Entrada Drive to the path adjacent to the Community Garden. |
| Greenbelt LMD 43 Lighting Replacement | $300,000 | Replace the outdoor lighting along the greenbelt off Williams Drive in Landscape Maintenance District (LMD) 43. |
| Community Center East Park Improvements- Phase 1 | $450,000 | Construct new restroom at a location near the street with more security lighting |

| RENOVATION PROJECTS | COST ESTIMATE | DESCRIPTION |
|---|---|---|
| Via Marina Park Renovation | $1,215,952 | Install new sprinkler system, new play structures, a new rubberized walking track, and new LED security lighting. |
| Central Park Fountain Control Room Renovation | $550,000 | Replacing the existing fountain control system and placing the controls above ground, waterproofing the underground vault, upgrading the fountain lights to LED, repairing the water level auto-filler, repairing the chemical injection system pressure, and replacing the pressure differential. |

# Projects Identified Through Master Planning Process (not yet funded or prioritized through CIP process)

| PROJECT | COST ESTIMATE | DESCRIPTION |
|---|---|---|
| Finish College Park | $18,000,000 | Develop the remaining 37 acres |
| Develop Campus Park | $15,000,000 | Develop 34 acres of Campus Park |
| Build a Joint-Use Aquatic Center | $10,000,000 | With a City approved master plan, consider building an aquatic center in College Park |
| Create a Bike Trail Along the Santa Clara River | $8,000,000 | Implement trail proposed by the County of Ventura along Santa Clara River |
| Develop Sports Park | $6,500,000 | Develop 20 acres of Sports Park with a City approved Master Plan |
| Add Solar Powered Lighting to all Parks | $3,500,000 | Retrofit lighting to solar powered, LED lights |
| Install Efficient & Controlled Irrigation | $3,000,000 | Update and repair existing irrigation in all parks as able |
| Renovate Several Playgrounds to be Inclusive | ~$1,000,000 for each | Renovate three playgrounds to be inclusive |
| Build Protected Bike Lanes in the City | $900,000/ mile for Class I; $150,000/mile for Class IV | Build Class I or Class IV bike lanes as proposed in the Bicycle and Pedestrian Master Plan |
| Tree Trimming & Care (10-year tree trimming cycle) | $550,000 | Throughout the city |
| Central Park Fountain Control Room Renovation | $500,000 | Replace existing fountain control system and place the fountain control room above ground to prevent flooding |
| Riverpark Irrigation Control System | $180,000 | Replace irrigation control systems in park |
| East Park Playground Resurfacing | $155,000 | Replace existing poured in place (PIP) playground surface with a tiled playground surface |
| Pfeiler Pocket Park Play Structure | $155,000 | Replace play structure |
| Vineyards Park Playground Resurfacing | $110,000 | Replace existing poured in place (PIP) playground surface with tile playground surface |
| Renovate Parks to be Efficient and Sustainable | ~$10,000 per acre | Transform turf to native/conservation planting; convert play fields to artificial turfs; add walking paths |

# Deferred Maintenance Needs

## Both capital improvements and **deferred maintenance** are important factors to consider in **planning for the future**.

The deferred maintenance needs and park funding of the Oxnard Park & Recreation system were examined through four approaches:

1. Benchmarked Oxnard against a number of cities both regionally and nationally to understand Oxnard's level of park funding as a percentage of the city's annual budget and CIP
2. Compared Oxnard to the National Parks and Recreation (NRPA) research
3. Considered deferred maintenance needs in a Total Asset Management context, establishing replacement costs and depreciation schedule for each type of improvement
4. Compared Oxnard to Trust for Public Land research

## Annual Budget + CIP Benchmark Approach

Oxnard currently spends approximately 2.0% of its annual CIP on parks and recreation. This percentage appears to fare well compared to Ventura (1.9%) and Camarillo (1.1%) but behind Thousand Oaks at 5.1%. This CIP comparison between these four cities, however, varies widely and may not be the best measure of appropriate spending.

## NRPA Research Approach

NRPA found that the average parks and recreation agency has annual operating expenses of $78.69 per capita. This compares to Oxnard's annual per capital expenditure of $55.38 per person or $96.84 per person with grants. NRPA found that the denser the population, the higher the per capita operating expenditure. NRPA data would suggest that the upper quartile of cities with the population density of Oxnard had annual budgets of $15,969,309, the lower quartile had budgets of $2,598,163, and the median quartile had budgets of $6,625,000. With an annual general fund budget of $11.6 million ($23.8 million including grants), Oxnard is in the upper quartile of all park systems nationwide for deferred maintenance.

## Trust for Public Land Research Approach

The Trust for Public Land data provides useful information about Oxnard. For example, 83% of Oxnard residents are within a 10-minute walk of a park. Five percent of Oxnard is park land versus 15 percent for the national median. Unfortunately, the Trust for Public Land does not have complete ParkScore data for Oxnard, so it's difficult to know where the city ranks relative to other cities in investment relative to the top 100 United States cities in terms of population.

# Total Asset Management Approach

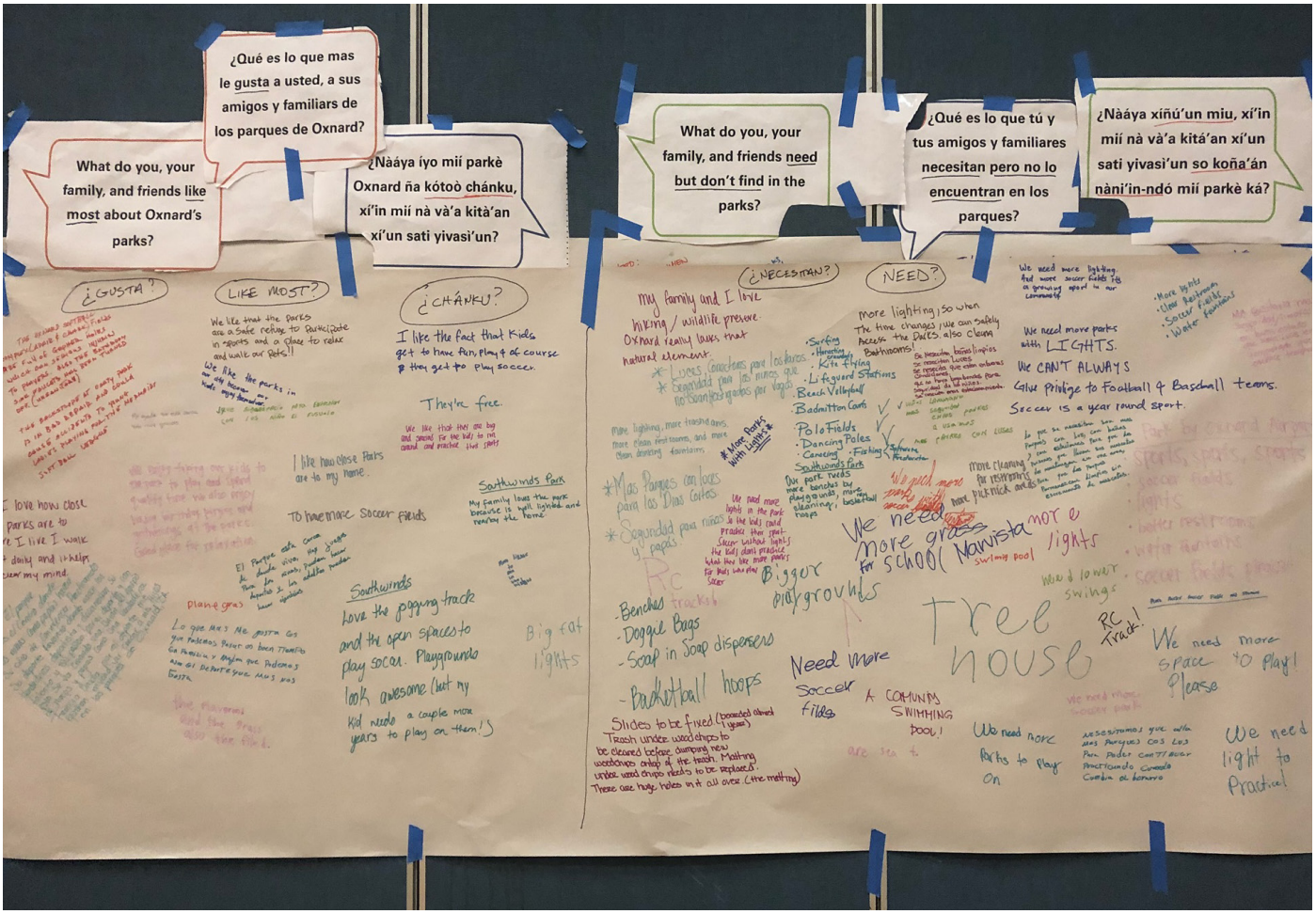
The latest trend in public facilities management is Total Asset Management. This concept is regularly applied in Canada and is increasingly finding its way into the United States, and California in particular. San Diego, for example, has a total asset management system applied to its parks.  Simply put, a city develops an accurate inventory of the existing components of its park system (playground, ball fields, sport courts, etc.) and assigns a replacement cost and useful life for each type of component. A condition assessment report determines where in that useful life each of the system components lies. This in turn allows a reasoned judgment of total deferred maintenance in the system.

While a condition assessment is beyond the scope of this master plan, the project team provided an understanding of replacement cost and useful life of the major components of the system. This suggests that annual deferred maintenance in the system is about $3,900,000 per year. This basis framework can be refined over time to add additional system components (such as benches and trash receptacles) and a condition assessment report will further refine these numbers. Some cities now have trained staff in place to manage their Total Asset Management program and Oxnard should consider initiating such a program. The city should develop a GIS inventory of all park improvements as a key element of this program. There are a number of software programs that can assist with this, but the City would need to acquire one.

A Condition Assessment Report is recommended for all parks and recreation assets. There are now multiple providers of software programs which assist in condition assessment reports and in total asset management. These programs utilize geographic information systems to track the location and condition of assets and use tablet devices for parks and recreation staff to locate resources utilizing GPS tracking. The project team recommends that Oxnard also obtain such a system to further improve management of the parks and recreation system.

## CONCLUSION

Based upon the analysis above, an annual deferred maintenance expenditure between $2,700,000 and $4,232,600 is reasonable, with an average of $3,500,000 recommended.




Community thoughts on the future of Oxnard's parks and recreation shared during the first Master Plan community meeting.

# Overall Conclusion

The City of Oxnard has **many assets**— its rich history, diverse population, and prime location. By improving its parks and recreation system, the City will reveal its **true potential** and capitalize on these assets.

This Master Plan provides the tools to create and fund a Parks & Recreation system that will **serve Oxnard's residents** and **attract new businesses and investment**. Oxnard will find, like many other cities have, that dollars put toward public realm improvements will return several times over.



Oxnard Baseball

# Appendix A: ETM Finance Reports

# Finance & Revenue Research

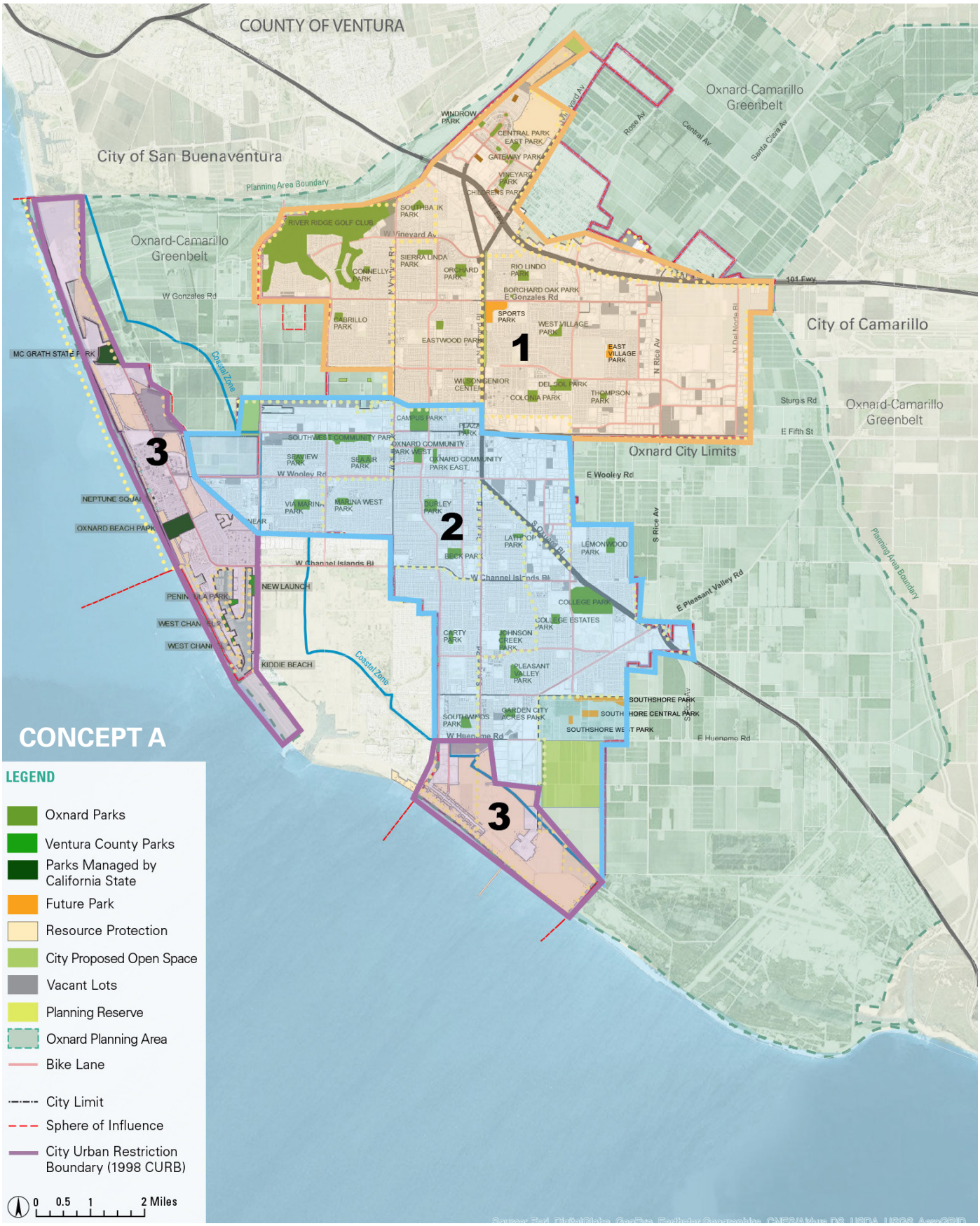
## POTENTIAL REVENUE & FINANCE IDEAS FOR OXNARD PARKS & RECREATION

- Long-term Sources
    * Land/lease concessions – land or space leased to private companies for use; also includes contracts with companies to sell only their line of product, e.g. only selling soft drinks for a company you have a contract with at city parks – Operating
    * Retail/Business Partnerships – working with a retailer to give customers the option of adding a percentage or dollar amount to their bill to be given to parks/recreation – Operating
    * Cash-in-Lieu of Open Space Requirements – cash contribution substitutes for land requirement – Capital
    * Improvement Districts – Landscape and Lighting Districts, Park Benefit Districts, Park Maintenance Districts, etc.; special assessments on property owners to support acquisition, development, and/or maintenance costs – Capital and/or Operating
    * Business (Park) Improvement District – additional tax or levy used to fund projects within District boundaries – Capital and Operating
    * Tax Increment Financing (TIF) – % of taxes go for open space – usually capital can be operating
    * Utility Districts – Capital or Operating
    * Tax Increment Reinvestment Zone (TIRZ) – Usually capital
    * Boulevard Tax – charge added to property tax bill based on linear footage of the property along a parkway or boulevard; used by Kansas City, MO to develop and maintain its boulevard system – Capital and Operating
    * Sales tax % or hotel taxes go to fund parks – capital or operating
- Non-Recurring Financing Mechanisms
    * New Markets Tax Credit (NMTC) – provides a modest tax incentive to private investors (a federal tax credit for investments) in low income urban neighborhoods and rural communities – Capital
    * Grants
- Other Revenue Strategies
    * Enterprise Funds – Operating
    * Corporate Naming Rights and Sponsorships – Capital and Operating
    * Gift Catalog – an internet-based shopping list for individuals to "buy" or contribute money towards gifts for the department, i.e. a new mower – Capital and Operating
    * Public/Private Partnership – can be system-/city- wide or specific to one park; conservancies, Friends organizations, parks foundations, greenway foundations, etc. – Capital and Operating

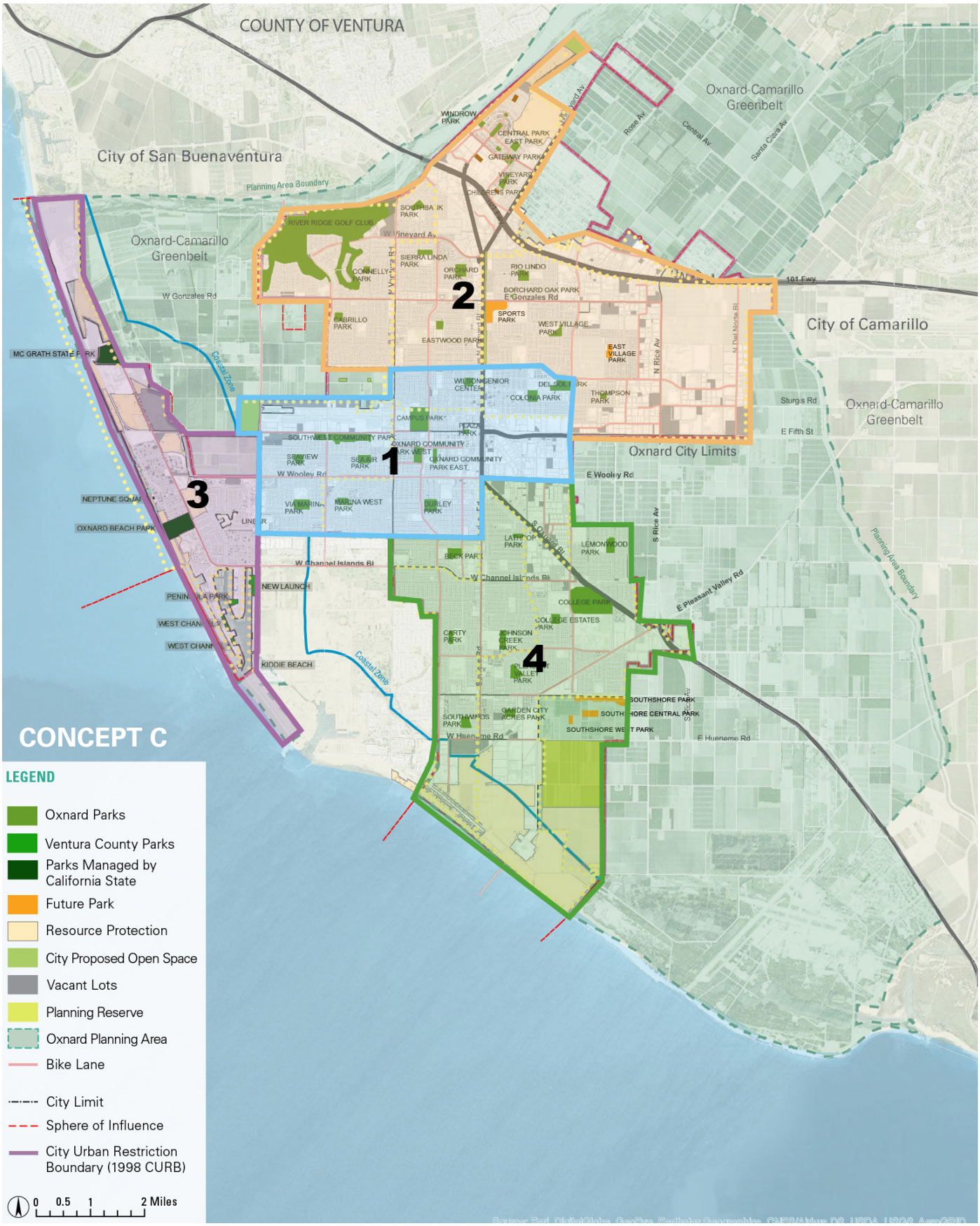
Other financial strategies identified that are not as suitable for Oxnard:

- Capital Improvement Fee – added onto the admission fee of a recreation facility to help pay back the cost of developing the facility – Capital
- Lease Back – a private sector entity buys the land and develops a facility, then leases the facility back to the municipality to pay off the capital costs over a 30- to 40-year period – Capital
- Transit (Hotel) Occupancy Tax – Capital or Operating
- Open space bonds – usually capital
- Need to check if these are possible in the state of California:
    * Wheel Tax – charged based on the number of wheels on a vehicle, usually collected at registration or tag renewals
    * Dedicated sales tax
    * Real Estate Transfer Fee or Tax
    * Park Impact Fees
    * Regional Asset District – % of county sales tax – capital or operating
    * County Open Space Tax – usually pennies per $100 of assessed value – usually capital but can be operating or acquisition

# Maintenance District Options




COUNTY OF VENTURA
City of San Buenaventura
Oxnard-Camarillo Greenbelt
Planning Area Boundary
City of Camarillo
Oxnard City Limits
101 Fwy
Coastal Zone
1
2
3
CONCEPT B
LEGEND
Oxnard Parks
Ventura County Parks
Parks Managed by California State
Future Park
Resource Protection
City Proposed Open Space
Vacant Lots
Planning Reserve
Oxnard Planning Area
Bike Lane
City Limit
Sphere of Influence
City Urban Restriction Boundary (1998 CURB)
0 0.5 1 2 Miles


COUNTY OF VENTURA
City of San Buenaventura
Oxnard-Camarillo Greenbelt
Planning Area Boundary
City of Camarillo
Oxnard City Limits
Sturgs Rd
E Fifth St
E Wooley Rd
W Gonzales Rd
W Vineyard Av
W Channel Islands Bl
E Pleasant Valley Rd
E Hueneme Rd
101 Fwy
Coastal Zone
1
2
3
4
CONCEPT C
LEGEND
Oxnard Parks
Ventura County Parks
Parks Managed by California State
Future Park
Resource Protection
City Proposed Open Space
Vacant Lots
Planning Reserve
Oxnard Planning Area
Bike Lane
City Limit
Sphere of Influence
City Urban Restriction Boundary (1998 CURB)
0 0.5 1 2 Miles

# Park District Conservancy Research

## PARKS DISTRICT RESEARCH

Many park districts exist around the country and offer precedents to determine if and how a park district can be implemented and managed in Oxnard. ETM Associates, LLC (ETM) researched several park districts in order to develop potential recommendations for the Oxnard Parks and Recreation Master Plan. These park districts were:

- Chicago Park District
- Seattle Park District
- Tacoma Metropolitan Park District
- Metroparks of the Toledo Area (Ohio)
- City of Centennial Parks & Recreation Districts (CO)
- Conejo Recreation & Park District (CA)
- New Jersey Park Commissions: Mercer County; orris County; Somerset County
- Palisades Interstate Park Commission

The information that follows is based on the research of these park districts. Other park districts around the country may operate differently.

Park districts have been formed from as far back to the early 1900s (Tacoma was established in 1909) to modern times (Seattle was established in 2014). Districts are typically formed by the approval of voters. Boundaries may follow city lines, parts of towns and/or cities, county lines or regions depending on the scope and size of the district.

Park districts typically maintain, operate and develop parks and recreation facilities within their district boundaries. Many also provide programming, activities and special events, similar to a traditional parks and recreation department. Some park districts will partner with other agencies and organizations for part of these services, though partnerships vary widely between districts. The majority of parks and facilities serviced by the park district are owned by the district, while some may be owned by a combination of the district and its City. One exception to the usual services and ownership by park districts is Seattle: the Seattle Park District solely provides funding for the City's Department of Parks and Recreation and does not offer any other services nor does it own any parks or facilities.

Park districts are governed by a Board of Commissioners or similar. Board members may be elected or appointed. The number of board members vary between districts, though typically larger districts have more board members. Most park districts also have an Executive Director and staff to run and carry out the services of the park district. Once again, Seattle is an exception; it does not have its own staff, but contracts City staff instead.

Planning and future projects vary widely between park districts. Several districts researched have Master or Strategic Plans, while Seattle has a six-year budget plan. Only a few park districts did not provide any information on planning or future projects.

All park districts researched collect a form of property tax within their boundaries. The portion of the district's total revenue generated by property tax varies from half to all of the revenue. The property tax is typically listed as a separate tax line item. It may be collected as a fixed rate each year, with a vote required to adjust the rate. For example, the Arapahoe Park and Recreation District currently assesses a fixed 8 mill property tax on district residents. Alternatively, the property tax may be collected as an adjusted levy each year, with a maximum cap. This is the method currently used by the Seattle Park District: they are only to levy only the amount necessary to fund its budget, up to 75 cents per $1000 of assessed value; excess revenues reduce the following year's levy. To collect more than 75 cents per $1,000 requires an election in which voter turnout is at least 40% of the turnout in the last general election and 60% of those voters approve the higher rate. As a third option, the property tax may be collected as part of a larger-scope (i.e. county-wide) property tax. This is done by county park commissions in New Jersey, which collect a percentage of their county's Open Space Tax. Additional forms of funding for park districts include earned revenue from park and recreation fees and programs; grants; funds; donations; and money from associated nonprofit groups.

## CHICAGO PARK DISTRICT

The Chicago Park District was created in 1934 by the Illinois Legislature under the Park Consolidation Act. The District has the same boundaries as the City of Chicago and manages parks, recreation and event facilities, beaches, museums, lagoons, conservatories and gardens throughout the City. It is governed by a 7-member Board of Commissioners. Operations are carried out by a very large staff led by a General Superintendent and CEO. The Superintendent/CEO is selected by the Mayor and confirmed by the Board. The District owns more than 8,400 acres, which includes 590 parks and recreation facilities. The majority of the District's revenue is from property taxes, with additional revenue from contracts and programming and event fees.

## SEATTLE PARK DISTRICT

The Seattle Park District was approved August 5, 2014 by Seattle voters in order to generate dedicated revenue for parks and recreation. It has the same boundaries as the City of Seattle. The District is governed by the Park District Board of Commissioners; commissioners are members of the Seattle City Council but the two are separate entities. The District does not have its own staff, but contracts with the City for staffing needs: the Seattle Department of Parks and Recreation (SDPR) provides services on behalf of the District using the District funds. District funds are collected via property taxes and are used to supplement existing funds from the General Fund. Services include maintaining parks and facilities, operating centers and recreation programs, and developing new parks. All current and future parks and facilities are or will be the property of the City of Seattle. The annual District budget is based on the SDPR's budget request for funding and shows what portions will be funded by the General Fund and what portions by the District. The District is to levy only the amount necessary to fund its portion of SDPR's budget. The maximum assessment is capped at 75 cents per $1,000 of assessed value. To collect more than 75 cents per $1,000 requires an election in which voter turnout is at least 40% of the turnout in the last general election and 60% of those voters approve the higher rate. A 15-member Community Oversight Committee provides advice on spending and activities, and oversight of District services, projects and programs. The District develops a 6-year financial/program plan with input from the City and Oversight Committee to guide their use of funds. A mid-term report will be issued in 2018. A Board of Park Commissioners also makes recommendations for parks.

The District collected an estimated $0.275 per $1,000 of assessed value in 2017. The collected funds made up 47% of SDPR's 2017 capital budget and 8% of its operating budget. About 56% of District funds were for the "Fix It First" initiative, aimed at facility improvements, restoring forests, and addressing the maintenance work backlog.

## CITY OF CENTENNIAL

The City of Centennial features two park districts: the South Suburban Parks & Recreation District (SSPRD) and the Arapahoe Park and Recreation District (APRD). SSPRD was formed in 1959 and includes central and west portions of the City of Centennial. APRD was formed in 1982 and includes other portions of Arapahoe County and the City not serviced by other districts. Both raise funds through mill levies on district residents, and also receive some additional funds form the City. They are each governed by a respective Board of Directors. The SSPRD and APRD are responsible for developing, maintaining and operating parks and facilities within their district, and also offer programs and events. SSPRD often partners with cities, counties, school districts and many public and private organizations which also serve residents living within the District's boundaries. Both SSPRD and APRD own parks and facilities they maintain, though APRD maintains some land owned by other groups.

## CONEJO RECREATION & PARKS DISTRICT

The Conejo Recreation & Parks District (CRPD) is a Special District created to in 1962 to preserve and enhance parks, open space, and recreational opportunities within the community. CRPD currently maintains more than 50 parks and facilities and serves nearly 140,000 residents with a diverse and large staff (91 full-time, 53 part-time, about 325 seasonal staff, and as needed contractors). They also care for 15,000+ acres of open space and 140 miles of trails in cooperation with the City of Thousand Oaks and the Conejo Open Space Conservation Agency. About 70% of their general fund operating budget comes from their property tax (about six cents of every base property tax dollar). CRPD partners with government agencies and other local partners for additional facilities and services. CRPD is a member of the California Association of Recreation and Park Districts (CARPD).

## A PARK DISTRICT FOR OXNARD?

More funding will be required to support improving the maintenance and management of Oxnard's parks and increasing the type and quality of programming. One way to generate these additional funds is through the creation of a recreation and park district for Oxnard. Such a district would be a California Special District, which is a form of local government created to meet a specific need by a local community. More information about forming a district can be found in the "Special District Formation Guide" (accessible online at https://higherlogicdownload.s3.amazonaws.com/CSDA/b24702e8-8a42-4614-8c45-bc3cba37ea2c/UploadedImages/About_Districts/2016-Formation-Guide-WEB.pdf ), jointly produced by the California Special District Association (CSDA) and the California Association of Local Agency Formation Commissions (CALAFCO). Both CSDA and CALAFCO should be contacted for more information and professional expertise. Forming a new district requires planning and purposeful execution and should not be done lightly. It can be costly and time-consuming due to the fees, studies, and elections/voting involved. Still, it has great potential to help parks and recreation in Oxnard and should be considered.

Two possibilities exist for the operational model of an Oxnard Parks and Recreation District (Oxnard District). One option is for it to take the form of a standard park district, and be a separate agency from the City that provides maintenance, programming and management for parks and recreation facilities. While this is the typical structure of other park districts, such a model poses several challenges. Since the City currently manages parks and recreation in Oxnard, these services would have to transition to the new District. New staff will have to be hired and/or contracted out by the Oxnard District; equipment and maintenance facilities will need to be bought or rented, or transferred over from the City. The District would also have to coordinate with City departments for events, homeless, fire, water usage, etc. Ownership is also uncertain; would properties the District manages be transferred to the District or would the properties remain with their current owners? What parks and facilities would be served by the district would need to be determined as well; would it serve only those currently run by the City or all those within the District? If such

a district is formed, it is recommended that Oxnard reach out to the Conejo Recreation and Parks District during the creation process.

An alternative to the standard model would be the Seattle Park District model. This model is expected to work more cohesively with an established parks and recreation department than the standard park district model. Funds generated by the Oxnard District would be placed in a restricted account and used to fund enhanced maintenance, operations, and programming for parks, facilities and recreation within the District. While this model would not require establishing a new entity, it would be beholden to City procedures and regulations. Additionally, because Recreation is a separate department from Parks Maintenance, it would need to be determined how much each department would receive of the District funds. (This could be made simpler if the City reorganizes so that parks and recreation are under one department.) If Oxnard follows through with a Seattle-like park district model, it is recommended that Oxnard reaches out to Seattle during the formation process to discuss potential problems, solutions, and lessons learned.

Regardless of the model chosen, the Oxnard District would have to budget for administrative and operational costs related to the District in addition to maintenance and recreation services. District boundaries for would likely follow the city boundaries, but could also encompass additional areas such as the Port of Hueneme. Like other park districts, it would be governed by a Board of Commissioners. The Board could be appointed by the Mayor, elected from within the Oxnard District, or have a combination of elected and appointed members.

If the Oxnard District is established, how District funds will be collected must be considered. Would funds be collected as in Seattle, where they are collected at a different rate each year based on the anticipated budget, with surplus revenue used to lower next year's assessment? Or would they be collected at a fixed rate, with surplus revenue saved for future projects and to help out in years where more money might be needed than what is collected?  It should be noted that Seattle parks receive the bulk of their funding from the General Fund. District funds are used for repair of parks and to cover any shortfall between GF funding and what is ideally needed to meet maintenance needs.

Finally, a Community Oversight Committee could potentially be formed to provide advice on spending and activities for District funds and provide oversight for any services, projects and programs that utilize District funds. The Committee could feature members from Recreation, Parks, and several public members.

## PARKS CONSERVANCIES RESEARCH

Park conservancies typically focus on one or a few parks, but several exist across the county that encompass multiple parks or city-wide park systems. These larger-scale park conservancies are most common in cities. The following conservancies and related non-profits were researched by ETM:

- Pittsburgh Park Conservancy (PPC)
- Fairmount Park Conservancy (FPC)
- Buffalo Olmsted Park Conservancy (BOPC)
- Detroit Riverfront Conservancy (DRFC)
- Louisville Olmsted Parks Conservancy (LOPC)
- Houston Parks Board (HPB)
- Friends of Grand Rapids Parks (FGRP)

Many park conservancies original formed to fund larger capital projects and then evolved to oversee construction and in some cases programming and management. Those researched here are similar, with all originally formed in response to capital projects; DRFC for development of the Detroit Riverwalk and the others for revitalizing and restoring worn down park spaces. They have evolved to be responsible for more than just fundraising and construction, such as programming (PPC; FPC; BOPC; DRFC; LOPC), maintenance (PPC; FPC; BOPC; DRFC), and security (DRFC). All conservancies have a working relationship with the city's parks and recreation departments. Acreage overseen, staff and board sizes, and budgets vary between the different researched conservancies:

| Conservancy | Year Formed | Park Acreage | # of Parks | Budget | Revenue | # of Staff | # of Board Members |
|---|---|---|---|---|---|---|---|
| Pittsburg Park Conservancy | 1996 | 1,700 | 8 | $13 M (2016) | $7.3 M (2016) | 43 | 39 |
| Fairmount Park Conservancy | 1998* | 10,550 | 353 | $7.4 M (2017) | $8.1 M (2017) | 29 | 23 |
| Buffalo Olmsted Parks Conservancy | 2004 | 850 | 6 parks, 7 circles, 8 parkways | $4.7 M (2017) | $4.8 M (2017) | 31 | 27 |
| Louisville Olmsted Park Conservancy | 1989 | 2,087 | 18 parks, 6 parkways | $1.2 M (2015); $1.6 M (2016) | $1.8 M (2015); $2.9 M (2016) | 13 | 28 |
| Detroit Riverfront Conservancy | 2003 | 117 | 12 | $6.7 M (2015); $8.4 M (2016) | $5.0 M (2015); $2.1 M (2016) | 18 | 40 |

More information on park conservancies can be found in the Trust for Public Land's 2015 report "Public Spaces/ Private Money: The Triumphs and Pitfalls of Urban Park Conservancies."

While not called a conservancy, the Houston Parks Board plays a similar role for parks in Houston. Historically, the HPB raised money for land acquisition and capital improvements for parks since forming in 1976. HPB has since expanded into leading and raising both capital and operational funds for the $220 million Bayou Greenways 2020 project (a 150-mile network of connected parks and trails along Houston waterways). HPB's current mission is to "create, improve, protect, and advocate for parks for everyone." They employ 28 full-time staff and have a 33-member Board of Directors. Their 2017 budget was $18.6 million and their 2017 revenue was $22.6 million.

Different from park conservancies are friends groups. Like conservancies, friends groups are formed to support parks and recreation but unlike conservancies, are usually more focused on volunteering and stewardship over private philanthropy. Friends groups typically have more limited staffing and smaller budgets. Conservancies may arise from grassroots friends groups.

Friends of Grand Rapids Parks is an example of a city-wide friends group. They were formed in 2008 and work to create stewards for parks and trees in the City of Grand Rapids and to support protecting, enhancing, and expanding the city's parks, public spaces, and urban forest. They have 6 staff and a 13-member board. Over the past 10 years, they have mobilized 14,000 volunteer hours, trained 90 volunteer citizen foresters, and activated dozens of park and tree focused events each year

## A PARK CONSERVANCY FOR OXNARD?

The success of conservancies is largely dependent on the local philanthropic community. Median household income in Oxnard in 2016 was $61,709 which, while higher than the national average, is considerably lower than the Oxnard-Thousand Oaks-Ventura Metro Area and Ventura County ($78,593). Income inequality was 0.507 on the Gini Index which is higher than the national average (note: 0 represents perfect equality, and 1 represents maximal inequality). Given this, a conservancy may not be able to attract high amounts of annual revenue and thus would have a limited capacity to manage and maintain park spaces and programming. However, establishing a conservancy would provide a source for individuals and corporations to donate to support parks and recreation in Oxnard. Funds raised by an Oxnard parks conservancy could be placed in a restricted account to only be used by the City for parks and recreation. Just like park districts, this raises the question of how the funds would be distributed between parks and recreation if the two remain in separate city departments; uniting them under one department would make distributing funds simpler.

Alternatively or in addition to a conservancy, Oxnard could form one city-wide friends group or several friends groups by city areas (e.g. downtown, south, north, coastal) to support their parks. The head of the friends group would serve as a point of contact between the City and the community, and could also work with neighborhood associations and recreation leagues with concerns about the parks. A friends group could also work to establish volunteer events to get community members into the parks. This may help to discourage homeless in the parks in conjunction with other City efforts

# Budget Analysis Summaries

## Introduction & Overview

Oxnard's budget was compared to that of its neighboring cities in order to analyze park funding and the sources of those funds. The neighboring cities include:

- City of Buenaventura (Ventura)
- City of Thousand Oaks, with parks and recreation services provided by Conejo Recreation and Parks District (CRPD)
- City of Camarillo, with parks and recreation services provided by Pleasant Valley Recreation and Parks District (PVRPD)
- City of Simi Valley and the unincorporated Oak Park, with parks and recreation services provided by Rancho Simi Recreation and Parks District (RSRPD)

Data was collected from the cities' and park districts' budgets for FY2018-19 where available. Budget information for this year was not available for RSRPD, and so the FY2017-18 budget was used instead.

**Cities**

- All are feeling fiscal challenges, notably with increased CalPERS costs.
- Oxnard and Ventura have their own fire departments. Ventura County Fire Protection District provides fire and emergency services for Thousand Oaks, Camarillo, Simi Valley, and unincorporated areas of the county.
- Development has slowed in many communities, limiting potential revenue from park dedication and similar fees.
- Simi Valley estimated in their FY2018-19 Adopted Budget and Budget-in-Brief how much each individual resident pays for different services offered by the city through their property taxes:

**Park Districts**

- Created by special referendum
- Majority of revenues are from property taxes, followed by earned revenue/charges for services
- Rates:
    - CRPD collects approximately 6 cents from every base property tax dollar
    - RSRPD also collects approximately 6 cents from every base property tax dollar (specifically they receive 5.5% of the approximately 1% of the assessed home value)
    - PVRPD property tax collection rates not provided
- PVRPD has an additional Assessment District, established in 2001, to collect additional revenue to support parks and recreation – specifically to provide adequate revenue for appropriate maintenance service levels and for expanding and improving park facilities in light of a growing community, expanding park acreage, and limited revenue growth projections.
    - Allowed an annual adjustment equal to the annual change in the Consumer Price Index for the Los Angeles Area, not to exceed 3%.

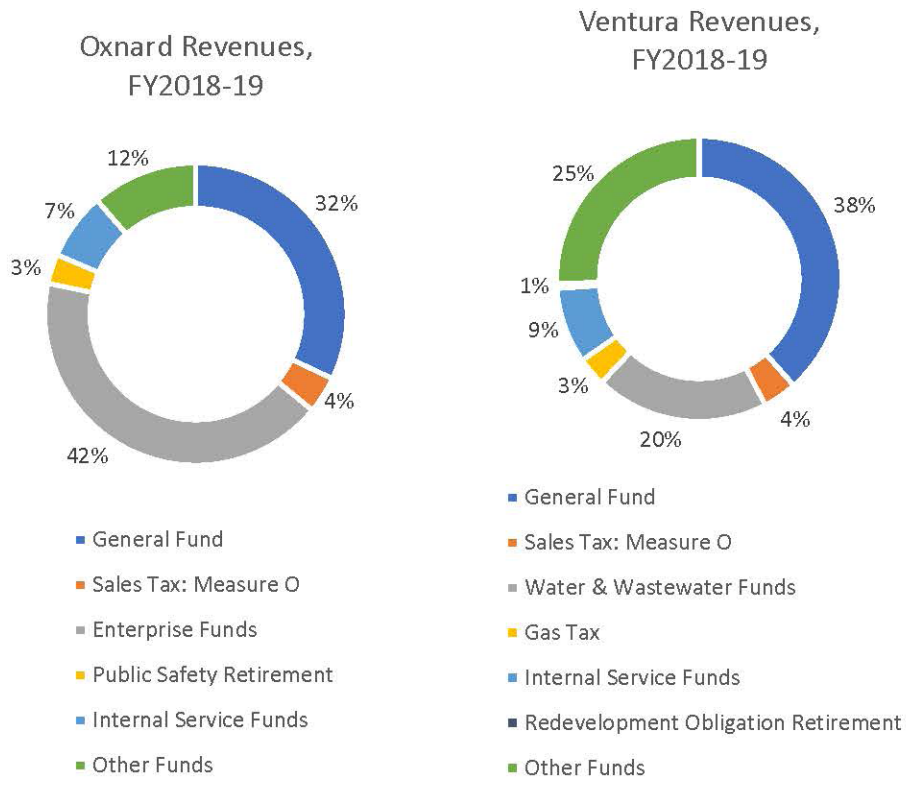
- Actual rates levied in FY2017-18 was $38.95 per Single Family Equivalent Unit.
- Revenues are deposited in a separate fund from the District's General Fund.

- RSRPD also has an additional assessment through a Parks, Recreation and Open Space Maintenance Improvement District, approved in 1999. This was due to revenue reductions from the Educational Revenue Augmentation Fund, where special districts were required to contribute the greater of 40% of their annual property tax revenues or 10% of their total budget to the State of California.
  - Like PVRDP, the assessment may be increased up to 3% to reflect annual price changes as reflected in the Consumer Price Index.
  - FY2017-18 rate was $35.90.
  - Revenues are collected in 2 separate funds, one for Oak Park and one for Simi Valley.

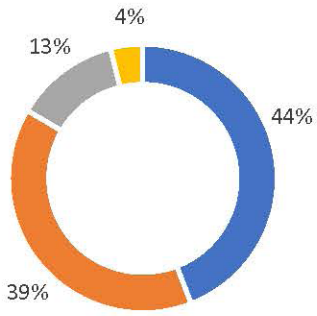
## Overall Revenue Sources

Revenue sources include general funds, enterprise funds, internal service funds, and special revenue funds. Both Oxnard and Ventura have a Measure O fund for public safety and amenity improvements. In their respective FY2018-19 budget, only 8% of Oxnard's Measure O fund was allocated for parks and recreation while 25% of Ventura's Measure O fund was allocated for them.

Revenue sources for each city and park district for are shown in the graphs below.

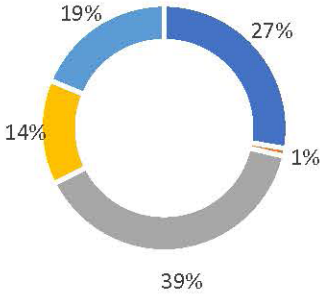


Thousand Oaks Revenues, FY2018-19



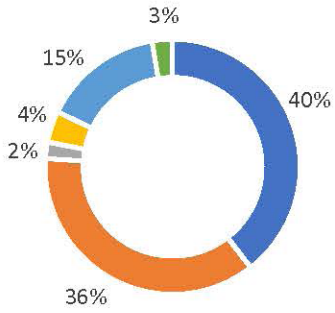

- General Fund
- Enterprise Funds
- Special Revenue Funds
- Capital/Debt Service Funds

Camarillo Revenues, FY2018-19



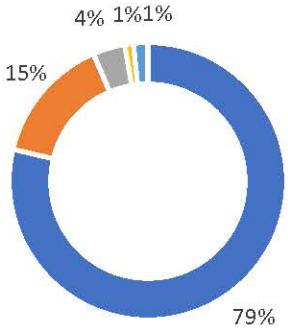

- General Fund
- Capital Projects Fund
- Enterprise Funds
- All Other Funds
- Available Fund Balance

Simi Valley Revenues, FY2017-18



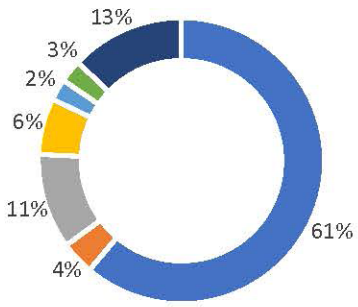

- General Fund
- Enterprise Funds
- Gas Tax
- Internal Service Funds
- Special Revenue & CDA Successor Funds
- Capital Funds

CRPD Revenues, FY2018-19



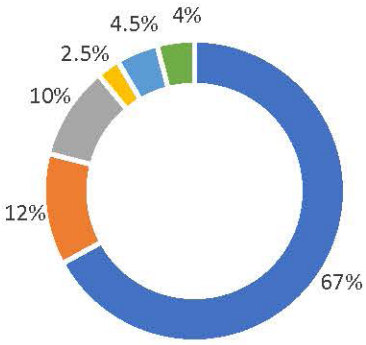

- District General Fund
- Districtwide Assessment Fund
- 60 Dos Vientos Assessment District
- Rancho Conejo Assessment District
- Equipment Replacement Fund

RSRPD Revenues, FY2017-18




- District General Fund
- Assessment Funds
- Enterprise Fund (Golf)
- Capital Outlay Fund
- Grants
- Park Dedication Fees
- Debt Service Fund

PVRPD Typical Revenue Sources

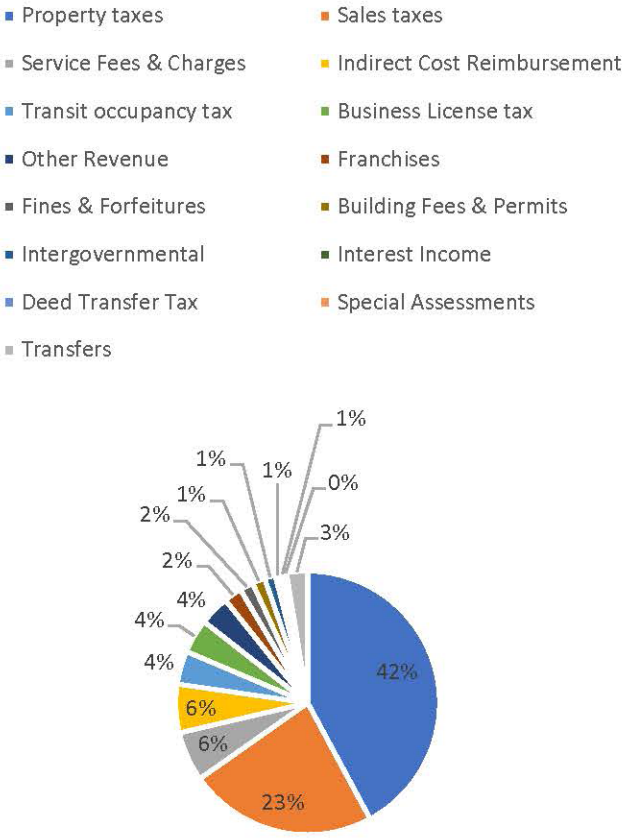



- Tax Apportionment
- Assessment District
- User Fees & Facility Rentals
- State Grants
- Quimby Fees
- Other Revenue

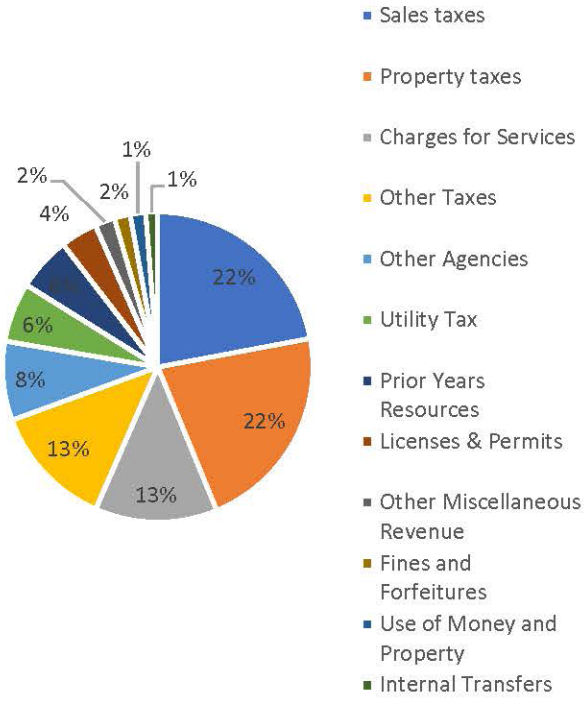
## General Fund Revenue Sources

Both cities and park districts collect taxes and earned revenue into a broad general fund. The bulk of general fund revenue comes from property and sales taxes for both cities and districts. A significant portion of district general fund revenue also comes from charges for services and programs.

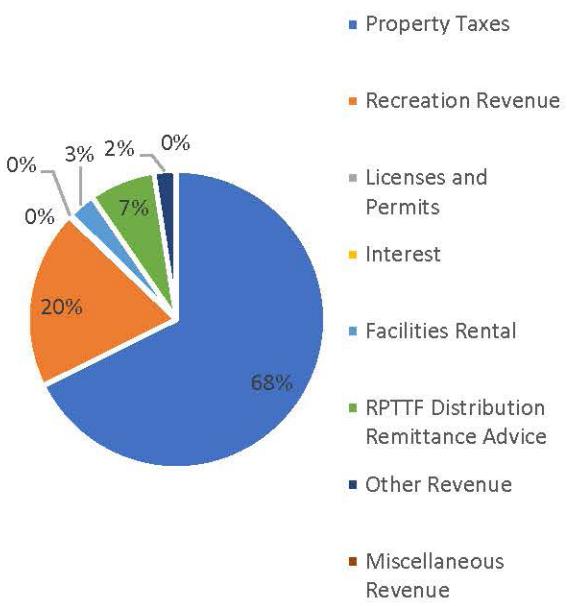
Oxnard General Fund Sources, FY2018-19



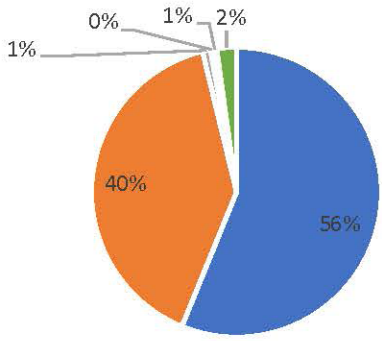

Ventura General Fund Sources, FY2018-19



## CRPD General Fund Sources, FY2018-19



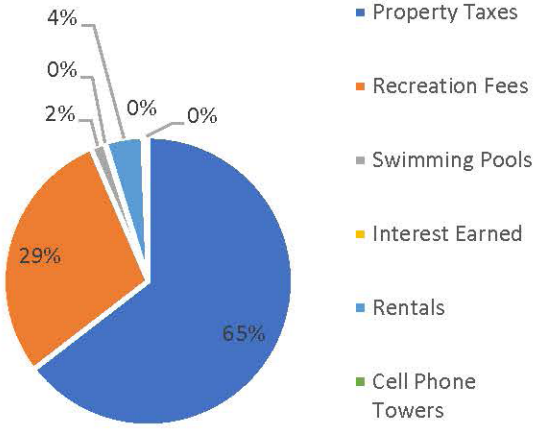

## PVRPD General Fund Sources, FY2016-17




*Note: Data is from FY16-17 because a similar breakdown is not available for FY17-18 or FY18-19.*

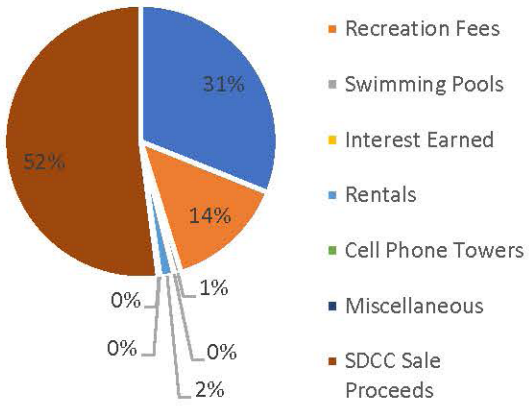
- Property Taxes
- Charges for Services
- Operating Grants & Contributions
- Capital Grants & Contributions
- Investment Earnings
- Other Revenue

## RSRPD General Fund Sources, FY2016-17




## RSRPD General Fund Sources, FY2017-18

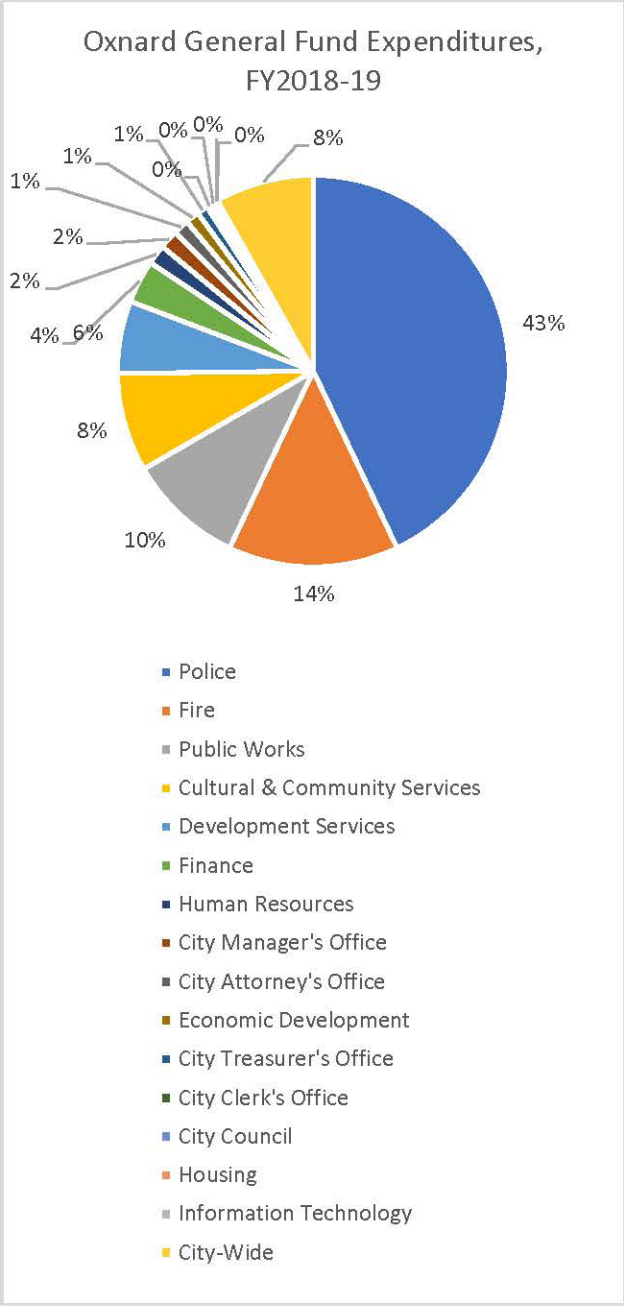
*Note: Both FY2016-17 and FY2017-18 are shown because of the $20M SDCC sale in FY17-18 that skews the numbers for that year.*

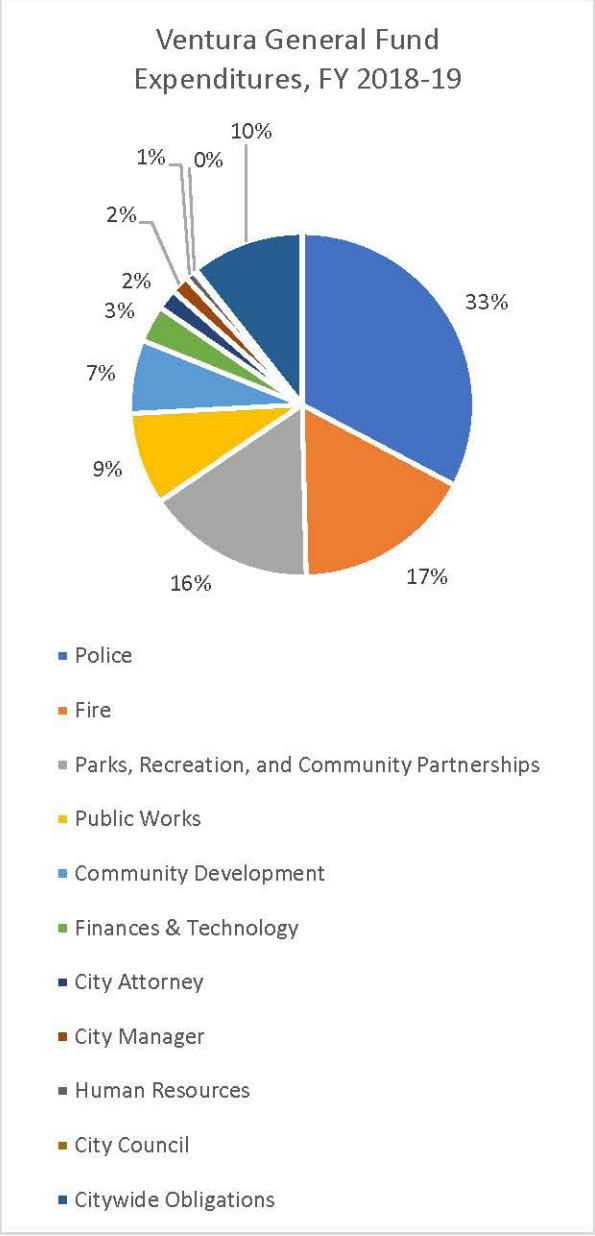


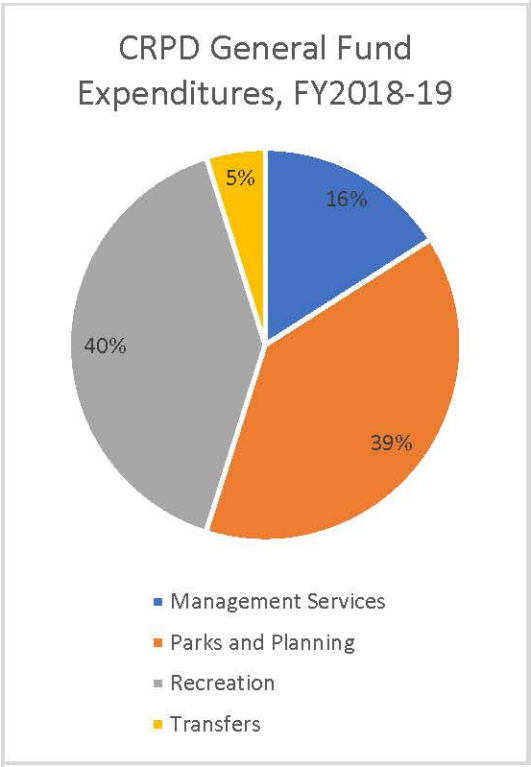
## General Fund Expenditures

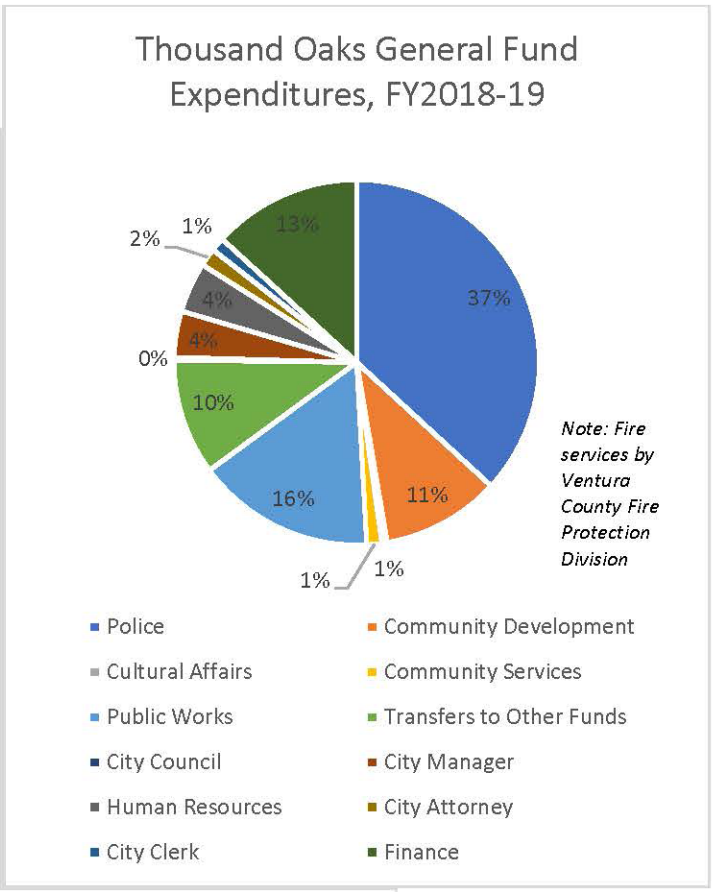
Note that the Ventura County Fire Protection District provides fire and emergency services for Thousand Oaks, Camarillo, Simi Valley, and unincorporated areas of the county and so these budgets do not need to account for fire services, unlike Oxnard and Ventura.

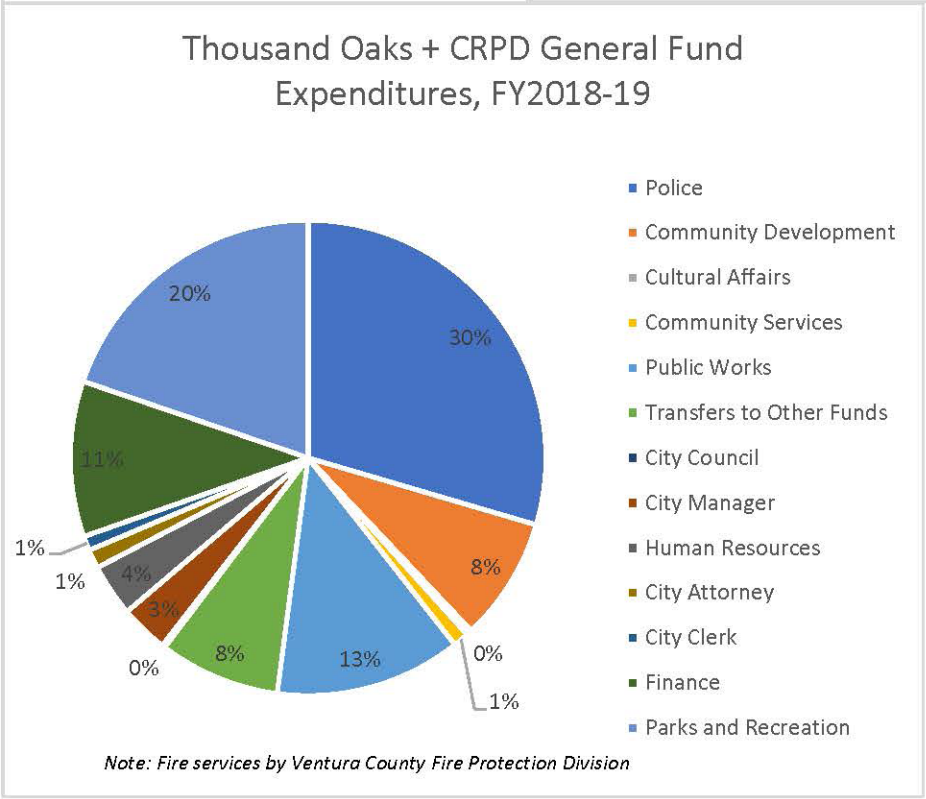
Oxnard spends the highest percentage of its general fund on police, even more than the cities that do not have fire departments.

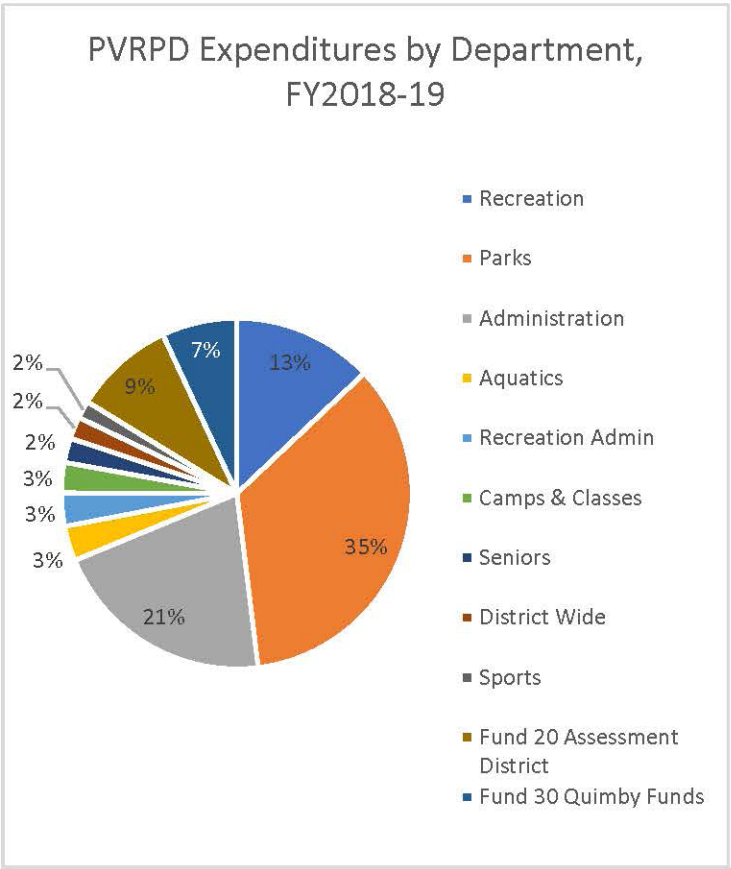


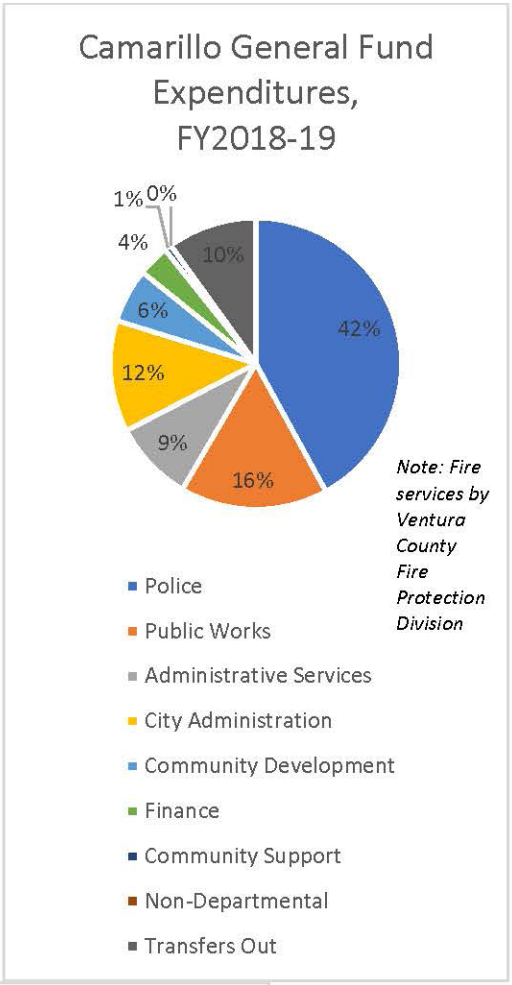



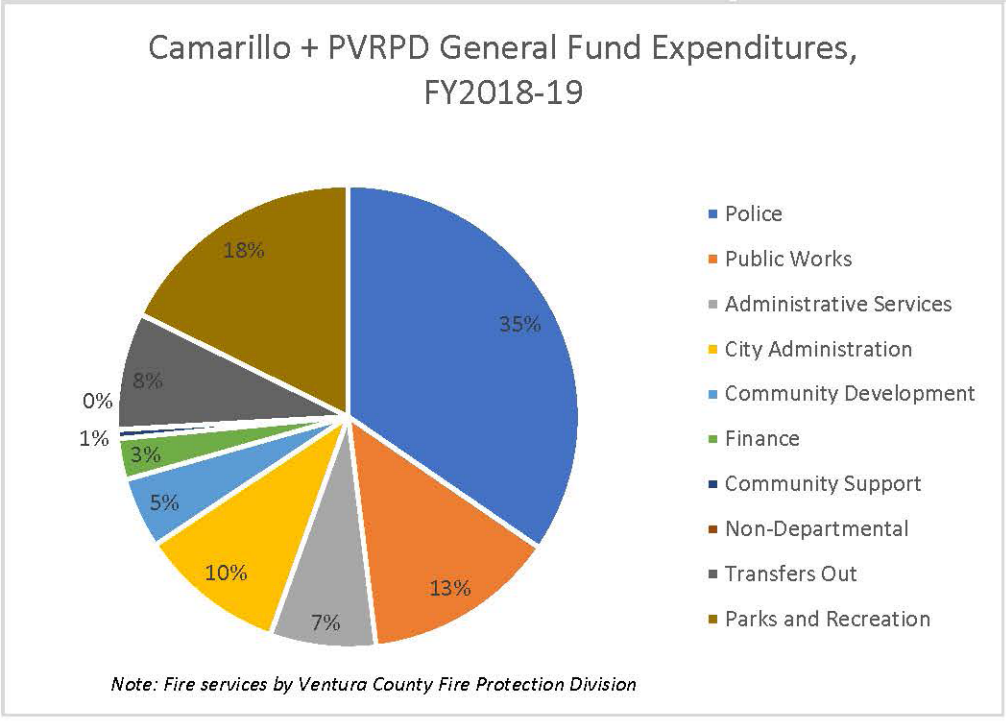

CRPD General Fund Expenditures, FY2018-19
5%
16%
40%
39%
Management Services
Parks and Planning
Recreation
Transfers

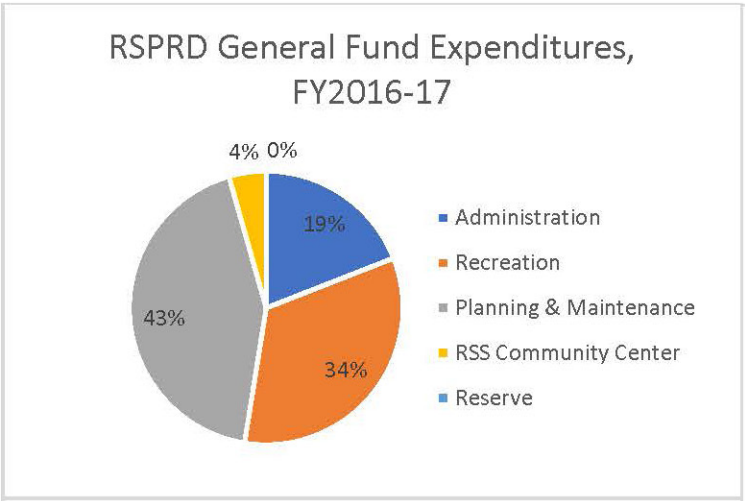

Thousand Oaks General Fund Expenditures, FY2018-19
2%
1%
13%
37%
4%
4%
0%
10%
16%
11%
1%
1%
Note: Fire services by Ventura County Fire Protection Division
Police
Community Development
Cultural Affairs
Community Services
Public Works
Transfers to Other Funds
City Council
City Manager
Human Resources
City Attorney
City Clerk
Finance

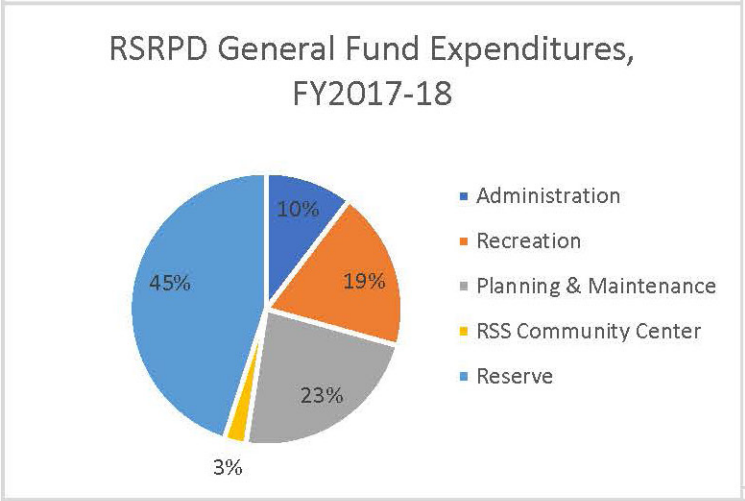

Thousand Oaks + CRPD General Fund Expenditures, FY2018-19
20%
30%
11%
1%
1%
4%
3%
0%
8%
13%
0%
1%
8%
Police
Community Development
Cultural Affairs
Community Services
Public Works
Transfers to Other Funds
City Council
City Manager
Human Resources
City Attorney
City Clerk
Finance
Parks and Recreation
Note: Fire services by Ventura County Fire Protection Division

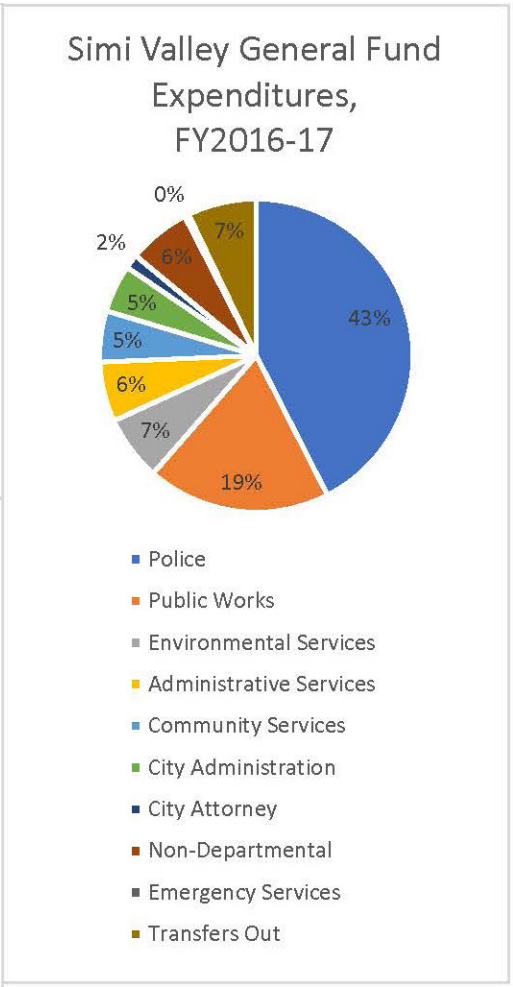

PVRPD Expenditures by Department, FY2018-19
13%
35%
21%
3%
3%
3%
2%
2%
2%
9%
7%
Recreation
Parks
Administration
Aquatics
Recreation Admin
Camps & Classes
Seniors
District Wide
Sports
Fund 20 Assessment District
Fund 30 Quimby Funds

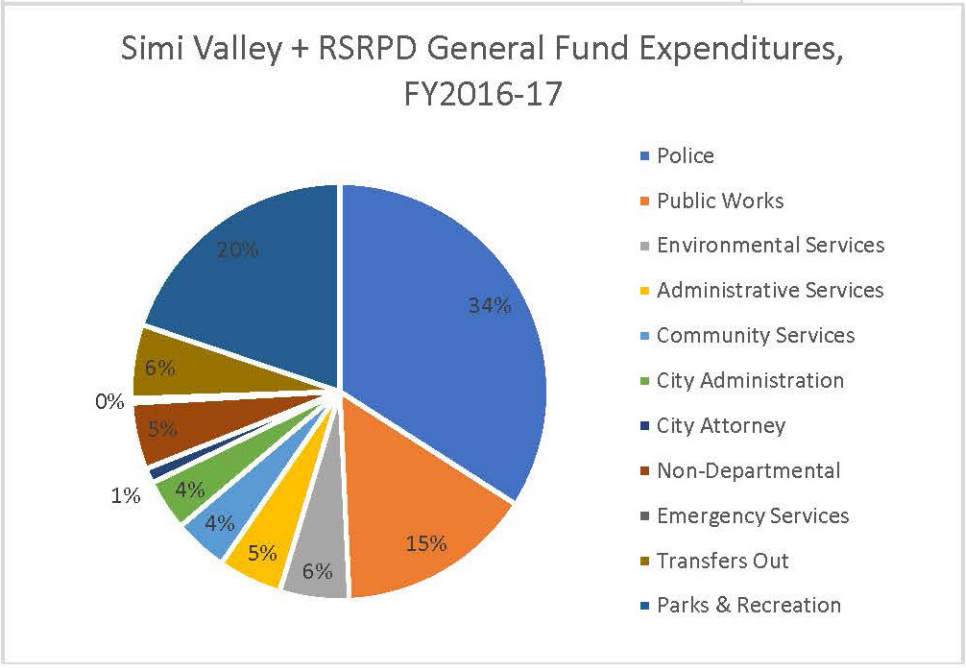

Camarillo General Fund Expenditures, FY2018-19
42%
16%
9%
12%
6%
4%
1%
0%
10%
Police
Public Works
Administrative Services
City Administration
Community Development
Finance
Community Support
Non-Departmental
Transfers Out
Note: Fire services by Ventura County Fire Protection Division


Camarillo + PVRPD General Fund Expenditures, FY2018-19
35%
13%
7%
10%
5%
3%
1%
0%
8%
18%
Police
Public Works
Administrative Services
City Administration
Community Development
Finance
Community Support
Non-Departmental
Transfers Out
Parks and Recreation
Note: Fire services by Ventura County Fire Protection Division


RSPRD General Fund Expenditures, FY2016-17
4%
0%
19%
43%
34%
Administration
Recreation
Planning & Maintenance
RSS Community Center
Reserve


RSRPD General Fund Expenditures, FY2017-18
10%
19%
45%
23%
3%
Administration
Recreation
Planning & Maintenance
RSS Community Center
Reserve


Simi Valley General Fund Expenditures, FY2016-17
0%
2%
7%
6%
5%
5%
6%
7%
43%
19%
Police
Public Works
Environmental Services
Administrative Services
Community Services
City Administration
City Attorney
Non-Departmental
Emergency Services
Transfers Out

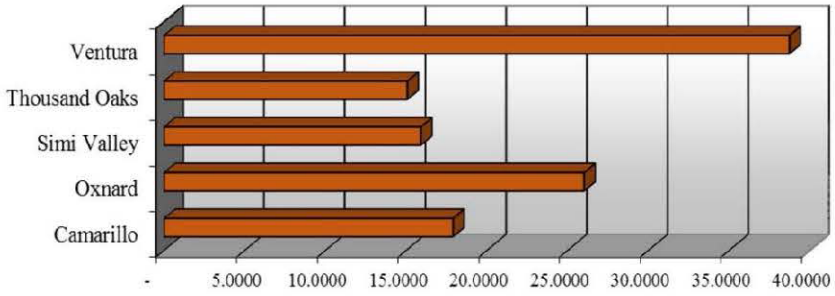

Simi Valley + RSRPD General Fund Expenditures, FY2016-17
20%
34%
6%
0%
5%
1%
4%
4%
5%
6%
15%
Police
Public Works
Environmental Services
Administrative Services
Community Services
City Administration
City Attorney
Non-Departmental
Emergency Services
Transfers Out
Parks & Recreation

| | Notes | CAMARILLO | OXNARD | SIMI VALLEY | THOUSAND OAKS | VENTURA |
|---|---|---|---|---|---|---|
| **Population at January 1, 2018** | 1 | 68,741 | 206,499 | 128,760 | 130,196 | 111,211 |
| **The following information is per thousand residents:** | | | | | | |
| Part 1 Crime | 2,4 | 17.8933 | 26.0098 | 15.8978 | 15.0619 | 38.7282 |
| Number of Employees | 3,5 | 1.9821 | 6.6756 | 3.9065 | 3.7559 | 5.4941 |
| Sworn Police Officers | 4 | 0.8110 | 1.2058 | 0.9708 | 0.7143 | 1.5466 |
| Police Services | 5 | $ 234,022 | $ 267,691 | $ 238,757 | $ 227,989 | $ 328,602 |
| Sales and Use Tax | 5 | 208,871 | 217,091 | 138,360 | 230,391 | 227,551 |
| Transient Occupancy Tax | 5 | 35,474 | 25,810 | 13,979 | 36,115 | 60,837 |
| Total General Fund Cash & Investment | 5 | 824,537 | 191,967 | 145,908 | 822,084 | 351,396 |
| Total General Fund Revenue | 5 | 588,255 | 612,365 | 534,276 | 656,140 | 1,036,049 |

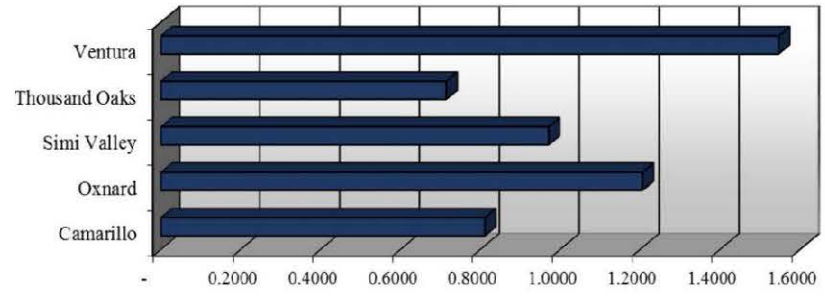
Source:

1 State Department of Finance
2 Federal Bureau of Investigation (FBI)
3 Does not include Sworn employees
4 FBI/Ventura County Sheriff
5 City's Comprehensive Annual Financial Report

**Part 1 Crime per Thousand Residents**




**Sworn Police Officers per Thousand Residents**




*Source: Camarillo FY2018-19 Adopted Budget*

## Conclusions

See accompanying PDFs for Summary Charts on City Staffing and City Spending

Based on the available data, Oxnard spends the least percentage of general fund revenues on parks and recreation compared to the neighboring cities and districts. While each parks and recreation FTE in Oxnard is "responsible" for less acreage compared to their peers, Oxnard has the highest proportion of residents per FTE.

### A Park District for Oxnard?

More funding will be required to support improving the maintenance and management of Oxnard's parks and increasing the type and quality of programming. One way to generate these additional funds is through the creation of a recreation and park district for Oxnard. Such a district would be a California Special District, which is a form of local government created to meet a specific need by a local community. More information about forming a district can be found in the "Special District Formation Guide" (accessible online at https://higherlogicdownload.s3.amazonaws.com/CSDA/b24702e8-8a42-4614-8c45-bc3cba37ea2c/UploadedImages/About_Districts/2016-Formation-Guide-WEB.pdf ), jointly produced by the California Special District Association (CSDA) and the California Association of Local Agency Formation Commissions (CALAFCO). Both CSDA and CALAFCO should be contacted for more information and professional expertise. Forming a new district requires planning and purposeful execution and should not be done lightly. It can be costly and time-consuming due to the fees, studies, and elections/voting involved. Still, it has great potential to help parks and recreation in Oxnard and should be considered.

**Oxnard & Comparison Cities Spending**

| City / District | Parks & Recreation Expenditures Per Capita (PP) | Total Budget FY18-19 | Total General Fund Budget | % of General Fund in Total Budget | Total Parks & Recreation Spending | Total General Fund Spending on Parks & Rec | % of Total Budget for Parks & Recreation | % of General Fund for Parks & Recreation | % of Measure O used for Parks & Rec | Amount of Base Property Tax Dollar Going to Parks & Rec |
|---|---|---|---|---|---|---|---|---|---|---|
| Oxnard | $105.60 PP | $418,900,000 | $134,191,718 | 32% | $17,808,569 | $12,836,942 | 4% | 10% | 8% | |
| Ventura | $215.43 PP | $306,486,703 | $118,505,382 | 39% | $23,609,692 | $18,849,208 | 8% | 16% | 25% | $0.03 (of $0.17 total for City) |
| Conejo Recreation and Park District (District ONLY) | | $28,375,835 | $22,333,000 | 79% | n/a | n/a | n/a | n/a | n/a | $0.06 |
| Thousand Oaks (City Funds + District) | $164.73 PP | $216,208,646 | $105,245,955 | 49% | $28,375,835 | $22,333,000 | 13% | 21% | n/a | $0.06 for CRPD (City receives $0.07 for their services) |
| Pleasant Valley Recreation and Park District (District ONLY) | | $10,106,407 | $8,988,754 | 89% | n/a | n/a | n/a | n/a | n/a | |
| Camarillo (City Funds + District) | $132.49 PP | $156,206,407 | $49,388,754 | 32% | $10,106,407 | $8,988,754 | 6% | 18% | n/a | |
| Rancho Simi Recreation and Park District (District ONLY) | | $56,860,747 | $34,765,212 | 61% | n/a | n/a | n/a | n/a | n/a | $0.06 |
| Simi Valley (City Funds + District) | $274.01 PP | $226,166,054 | $101,663,412 | 45% | $56,860,747 | $34,765,212 | 25% | 34% | n/a | $0.06 for RSRPD (SV receives $0.12 for their services) |

**Oxnard & Comparison Cities Staffing**

| City / District | Population (2017 estimates) | # of Parks | Park Acreage | Parks & Rec FTEs | Acres per 1 P&R FTE | Residents per 1 P&R FTE | Comments |
|---|---|---|---|---|---|---|---|
| Oxnard | 207,900 | 58 | 561.26 | 106.45 | 5.27 | 1,953 | Parks is part of the Public Works Department. Staffing numbers for parks are approximate. |
| Ventura | 109,067 | 39 | 800+ | 58.5 | 13.68 | 1,864 | |
| Conejo Recreation and Park District (Thousand Oaks) | 128,995 | 51 | 2,970 total / 1,239 developed | 118 | 25.17 / 10.50 | 1,093 | FTEs are estimates and do not include approximately 325 seasonal or temporary staff |
| Pleasant Valley Recreation and Park District (Camarillo) | 77,000 | 28 | 256.05 | 130 | 1.97 | 592 | FTEs are estimates and do not include seasonal or temporary staff |
| Rancho Simi Recreation and Park District (Simi Valley & Oak Park) | 145,628 | 51 | 6,876 total / 540 developed | 90 | 76.40 / 6.00 | 1,618 | Population includes Simi Valley, Oak Park, and unincorporated areas |

## RENTALS*

| | Camarillo (Pleasant Valley RPD) | Oak Park & Simi Valley (Rancho Simi RPD) | Thousand Oaks (Conejo RPD) | Ventura | Oxnard |
|---|---|---|---|---|---|
| General Special Event | $25 processing fee, site rental, & refundable cleaning deposit. Security and staff fees and alcohol insurance if applicable. 25% increase for non-district residents; lower rates for community service groups | $22 processing fee as needed; $155 alcohol consumption fee, $50 large event processing fee, additional service & impact fees. 25% discount for non-profits; 25% increase for non-residents | $12 processing fee | Base application fee $150 for 100 or less people to $400 for 1,000+, plus charges for City services. Picnic rentals: $100 for 100 or less people to $400 for 1,000+ people | $25 for jolly jumper permit |
| Picnic Area Rentals | $10 to $450 for 4 hours depending on size of area and if district resident. Rates 50% in off-season (Nov-Mar) | N/A | $19 to $58.50/hour; 4 hour minimum depending on size of area and if a district resident, plus processing fee and refundable deposit; half price on non-holiday weekdays | BBQ Areas: $160-$210/day for Ventura residents, $300-$425/day for non-residents, plus insurance. All other areas vary based on time, location, and event type | Reservations needed for some areas but no fee is associated with the reservation |
| Pavilion Rentals | N/A | $79 to $394 for 4-hours depending on capacity of pavilion and location, plus daily use fee for some locations and base fee | $45 to $200/hr depending on capacity of pavilion and if district resident, plus processing fee and refundable deposit | N/A | Reservations needed for some areas but no fee is associated with the reservation |
| Filming | Varies based on scale of filming and staff time needed | $220 for one day, up to $500 for 14 or more days of filming; student filming is reduced to $159 | Varies based on a sliding scale, calculated based on size of the filming crew, duration of shoot and District effort needed to support it | $50 application fee plus $190 one-day fee or $300 multi-day fee and any fees for City services (e.g. traffic control, fire inspection); fees reduced for students | |
| Sport Fields | $4 to $10/hr for tennis courts; $5-13/hr for basic sports field $15-45/$28-46 per hour for unlighted/ lighted ball fields; 6 hr min | $8/hr for courts; $16-22/hr for unlighted/lighted ball fields; 4-hour min for tournament rentals. $20-30/ hr for soccer fields; $42/hr for tournaments plus $40 for equipment fee | $32.50/hr for unlighted fields plus $18-23.50/ hr for field lights; 2-hour min | $23/hr for league & resident use; $40/hr for private & non-resident use plus $32 staff fees/permit; $30/ hr for lights; $15-55/day for equipment rental. Special Events $58/ restroom cleaning fee | Softball Fields: Game Fee - $125/day, Light Fee - $25/hour; Play Fields: Game Fees - $10 & $15/ hour; Premium Sports Fields: Game Fees - $55 & $60/hour, Light Fee: $25/hour<br>** All rental fees should be reviewed annually for updating.* |
| Indoor Facility Rentals/ Multi-Purpose & Event Spaces | $12-60/hr for gymnasium; $36-145/hr depending on facility. 4-hour minimum plus $30 to open/close outside of business hours | $27-77/hr, 2-8 hour minimums depending on room and day of week. $155/hr. 4-hour minimum for gymnasium | $30-100/hr with 2-hour minimum for weekends for some facilities; non-profit organizations either free or have reduced rate | $25 application fee plus $15-211/hr per room depending on facility and room(s) rented with additional service fees and alcohol insurance as needed | Wilson Senior Center (150 person capacity) has $500 refundable deposit and costs $500 from 12-5pm and $650 from 6pm-12am. South Oxnard Center (200 person capacity) has $500 refundable deposit and costs $600 from 12-5pm and $750 from 6pm-12am for residents. For non-residents the price is $800 from 12-5pm and $750 from 6pm-12am. |

## PROGRAMS*

| | Camarillo (Pleasant Valley RPD) | Oak Park & Simi Valley (Rancho Simi RPD) | Thousand Oaks (Conejo RPD) | Ventura | Oxnard |
|---|---|---|---|---|---|
| Youth Sports | Soccer classes: $65-100<br><br>Golf: $190 for 6 classes<br><br>Tennis: $84 for 4 classes | Basketball: $150/ player<br><br>Volleyball: $110/ player<br><br>Soccer through AYSO: $145-175/ player | Golf: $99-109, 4-6 weeks<br><br>Running: $110 for 6 classes<br><br>Tennis: $80 for 8 classes<br><br>Soccer through AYSO: $145/player | Basketball: $100/ player<br><br>Lacrosse: $275-300/ player<br><br>Soccer classes: $70 for 5 classes<br><br>Gymnastic classes: $55 for 5 classes<br><br>Soccer through AYSO: $95-160 for residents | Mighty Mights League: $50 + $5 non-resident fee<br><br>Youth Sports Leagues: $300/ Oxnard-based team, $400/ team non-resident<br><br>Rotary Tournament Fees: $90/ league-participating team, $180/ non-participating team |
| Adult Sports | Softball: $400/team<br><br>Basketball: $300/ team spring & fall seasons, $165/team summer season<br><br>Kickball: $235/team | Softball: $550/team<br><br>Basketball: $550/ team<br><br>Volleyball: $200/ team | Softball: $392/team<br><br>Basketball: $314/ team<br><br>Soccer: $278/team<br><br>Pickle-ball: $50/ person for league play, $63/person for 8 classes<br><br>Tennis: $65/person for league<br><br>Flag Football: $170/ team<br><br>Sand Volleyball: $120/team<br><br>Volleyball (Indoor): $211/team | Softball: $400/team<br><br>Basketball: $325/ team<br><br>Soccer: $325/team<br><br>Kickball: $140/team<br><br>Cornhole: $30/team<br><br>Corporate Games: $1000 - $3000 entry fee based on # of employees | Adult Softball: $400/ team<br><br>Adult Basketball: $325/ team |
| Day Camps | $45 registration fee<br><br>$55/daily or $155/ weekly for basic camp; aquatics and other specialized camps more expensive ($99 to $394 per week) | $36 to $265 per child + registration fee + material fees (if needed) | $128 to $156 per child + $50 Registration Fee<br><br>Specialized summer camps typically more expensive ($120-$300 for 1 week) | $108 to $180 per child, with additional fees as needed for optional field trips, materials, etc.<br><br>some specialized camps up to $325 for a week of classes<br><br>+ $25 service fee + 10% surcharge for non-residents (not to exceed $20) | $110.00 per participant + $30 Registration Fee + $5 non-resident fee |
| Recreation Classes | 25% surcharge for out-of-District registrants | Class fee + material fee if applicable | Wide variety, especially a lot for teens at their Teen Center<br><br>District residents receive priority registration | 10% surcharge for non-residents (not to exceed $20) + class fee; most classes between $50 and $100 | The instructor receives on an average 60% of the class fee and the City receives 40% of the class fee + $5 non-resident fee |

| | | | | | |
|---|---|---|---|---|---|
| Sport Fields | Most classes between $30 and $100 | $8/hr for courts; $16-22/hr for unlighted/lighted ball fields; 4-hour min for tournament rentals. $20-30/ hr for soccer fields; $42/hr for tournaments plus $40 for equipment fee | $32.50/hr for unlighted fields plus $18-23.50/ hr for field lights; 2-hour min | $23/hr for league & resident use; $40/hr for private & non-resident use plus $32 staff fees/permit; $30/ hr for lights; $15-55/day for equipment rental. Special Events $58/ restroom cleaning fee | |
| Indoor Facility Rentals/ Multi-Purpose & Event Spaces | $12-60/hr for gymnasium; $36-145/hr depending on facility. 4-hour minimum plus $30 to open/close outside of business hours | $27-77/hr, 2-8 hour minimums depending on room and day of week. $155/hr. 4-hour minimum for gymnasium | $30-100/hr with 2-hour minimum for weekends for some facilities; non-profit organizations either free or have reduced rate | $25 application fee plus $15-211/hr per room depending on facility and room(s) rented with additional service fees and alcohol insurance as needed | |

*All costs for Rentals and Programs are 2020 costs. It is recommended that these costs are revisted annually.

## Parks Foundation Guide

California Special Districts Association
*Districts Stronger Together*

# SPECIAL DISTRICT FORMATION GUIDE



## Acknowledgments

In preparing the Special District Formation Guide, The California Special Districts Association (CSDA) and California Local Agency Formation Commission (CALAFCO) greatly benefited from individuals who were generous with their time and insightful with their views. Members of our working group held background experience as special district general managers, professional consultants, local agency formation commission executive officers and commissioners, and attorneys.

CSDA and CALAFCO extend sincere appreciation to the special district and local agency formation commission officials on our joint working group, who significantly contributed to the development of this guide. The contributions of the following individuals were invaluable:

- ***Jeff Brax,*** Chief Deputy County Counsel, Sonoma County
- ***Kimberly Cox,*** Director, Mojave Water Agency; Commissioner, San Bernardino County Local Agency Formation Commission; General Manager, Helendale Community Services District
- ***Pete Kampa,*** Creative Director, Kampa Community Solutions, LLC
- ***S.R. Jones,*** Executive Officer, Nevada County Local Agency Formation Commission
- ***Elliot Mulberg,*** Director, Florin Resource Conservation District; Executive Officer, Solano County Local Agency Formation Commission

***Disclaimer:*** *This publication is provided for general information only and is not offered or intended as legal advice. Readers should seek the advice of an attorney when confronted with legal issues and attorneys should perform an independent evaluation of the issues raised in these materials.*

*Printing made possible by the California Special Districts Alliance, a partnership between CSDA, the CSDA Finance Corporation, and the Special District Risk Management Authority (SDRMA).*

# Table of Contents

**I Introduction** ..... page 4

**II Addressing Community Needs** ..... page 4

**III Preparing to Form a Special District** ..... page 8

**IV Navigating the Formation Process** ..... page 10

**V Ensuring Success After Formation** ..... page 13

**VI Conclusion** ..... page 16

**VII Appendices** ..... page 17



# I. Introduction

Does your community need new or improved local services? Are you contemplating a local governmental solution? This guide, jointly produced by the California Special Districts Association (CSDA) and the California Association of Local Agency Formation Commissions (CALAFCO), is a resource for anyone considering the formation of a special district.

This is not a guide promoting special district formation. Rather, this is a guide to help interested members of the public determine whether a special district can best meet their community's needs and, if so, help them in navigating the formation process. Ultimately, the shared goals of CSDA and CALAFCO are to help the public understand the formation process and ensure that any newly formed special district is given the best opportunity to succeed.

**WHAT IS A SPECIAL DISTRICT?**

Self-determination and local control represent the foundation of the American governmental system, and perhaps no form of government is more "local" than the independent special district. Special districts are local government agencies that provide public infrastructure and essential services, including but not limited to, water, fire protection, recreation and parks, and garbage collection. Since California became a state in 1850, voters have established over 2,000 independent special districts to meet their local needs.

Special districts can serve large regions or small neighborhoods based on need, and they are governed by board members elected from their local communities or appointed by other voter-approved local bodies. They have corporate powers, so they can hire employees, enter into contracts, and acquire property. Within constitutional limits, they can also issue bonds, impose special taxes, levy benefit assessments, and charge service fees.

As public agencies, special districts are held accountable to their local voters. They must file independent audits with the county auditor and annual financial transaction and compensation reports with the State Controller's Office. Like cities and counties, every special district board must comply with Fair Political Practices Commission (FPPC) regulations, the Public Records Act, and all open meeting requirements in the Brown Act.

Local Agency Formation Commissions (LAFCos) are responsible for overseeing the formation of new special districts and other public agencies, as well as changes in agency boundaries. LAFCos also adopt a sphere of influence, or a plan for the potential boundaries and service area, for each agency. Finally, LAFCos conduct regular municipal service reviews of special districts and other local agencies to capture and analyze information about the governance structures and efficiencies of service providers, and to identify opportunities for greater coordination and cooperation between agencies.

**B. INDEPENDENT V. DEPENDENT SPECIAL DISTRICTS**

Independent districts have autonomous boards that are elected by voters or appointed to fixed terms. They can hire employees directly or contract with others to provide the services for which they are formed. Dependent districts are governed by other governmental agencies, like cities or counties. For example, counties often provide enhanced levels of certain county services to specific geographic areas using *County Service Areas* (CSAs). The County Board of Supervisors acts as the legislative body of a CSA, and county employees often provide the services and carry out the administrative responsibilities such as accounting, contract oversight, purchasing, and budgeting.

For the purposes of this guide, we will focus primarily on independent special districts. Going forward, one should read the terms special district and independent special district synonymously.

# II. Addressing Community Needs

**A. WHAT DOES YOUR COMMUNITY NEED, EXACTLY?**

Organized public services can greatly enhance the quality of life of a community. As communities evolve and grow, the public services made available may not grow at the same pace, or may provide service at a level that was historically acceptable, but may not meet the *current* needs of the population. As you consider how best to meet your community's needs, including exploring the formation of a new special district, start by finding the answers to the following questions:

1. What is the specific service or suite of services that your community needs to establish or enhance?

2. How broad and how important is the service need? For example, is the need limited to a small number of people, such as the condition of a single road? Or, is the need widely known and strongly felt by the community-at-large, such as the provision of emergency medical services or fire protection where only limited services currently exist?

3. Are you concerned with the *lack* of service, the *level* of service, and/or the *cost* of service?

4. Does a service provider, such as a city, county, special district, joint powers authority, or private service company, currently exist in or near the area, which could potentially deliver needed services to the community?

5. If a service provider is currently delivering services to your community, is there a process to effect a change in the services currently provided? Some examples of actions you could take to improve the services your community is receiving include attending meetings, circulating petitions, conducting surveys, and writing letters to the service provider.

6. How important is local control to your community?

7. Is your community willing and able to pay for the level of services you desire?

With the answers to the above questions in mind, you can now consider whether forming an independent special district is right for your community.

**ARE SPECIAL DISTRICTS EQUIPPED TO ADDRESS YOUR COMMUNITY'S NEED?**

Special districts are *limited purpose* local governments. This means that, unlike cities and counties, special districts focus on providing one service or a single suite of services. Focused service, or specialized service, is ultimately what makes special districts "special." It can lead to innovative and sustainable local decisions. However, it also limits the scope and breadth of what a special district can perform. Special districts do not have land-use planning jurisdiction, and they can only be granted service authority consistent with their enabling act.

Enabling acts are legislative statutes that serve as the framework for a district, outlining the legal parameters for its governance and operation. These statutes specify the types of services special districts can provide, the means by which the services may be funded, the governance structure of the district, how the district may be created, and how it may expand its boundaries through annexation.

There are two types of enabling acts: principal acts and special acts. Principal acts are established for an entire category of special districts. The State Legislature has established 29 different principal acts for the different types of special districts. A spreadsheet overviewing each principal act can be found in the Appendix.

Special acts are created by the Legislature when there is a specific need in a locale that cannot be met by the traditional formation of a special district. There are 141 independent and dependent special districts formed through special act legislation for specific purposes separate from the standard special district principal acts.

After determining what your community needs, the next step is to determine if there is a type of special district equipped to meet those needs by reviewing the various principal acts. If the appropriate district does not exist, special act legislation would be necessary to move forward.

Although most districts provide only one or two specific services, there are several types of districts that are permitted by their principal acts to deliver a wider range of services. For example, community services districts are permitted to deliver up to 32 different types of services, such as fire protection, sewer, water, and recreation services. Due to the base cost of operating a special district, including electing directors, conducting meetings, hiring management, and maintaining insurance, it is often considered favorable to add new services to existing special districts where possible, instead of creating new entities.

There may be several types of special districts that have statutory authority to deliver the services your community needs. For community members seeking to form a new district to deliver improved services, it is critical to understand the various alternative structures. Fortunately, there are resources available locally and statewide to assist community members in assessing the options.

**UTILIZE RESOURCES TO HELP YOU LEARN MORE ABOUT SPECIAL DISTRICTS**

Before taking any formal actions in the process to form a special district, it's best to connect with some resources who can help you along the way. Your first calls should be to CSDA and your local LAFCo. While they cannot be a proponent of your efforts, they will strive to be a helpful source of information.

. *Meet with the local California Special Districts Association (CSDA) Public Affairs Field Coordinator*

CSDA is a nonprofit organization that provides services and resources for special districts throughout the state. CSDA employs personnel that are experienced in community service needs and the services provided by special districts. CSDA representatives can meet with organized community groups to assist them in determining if formation of a special district is appropriate, and the type of special district best suited for the situation. In addition, CSDA has a broad



**Your first calls should be to CSDA and your local LAFCo.** While they cannot be a proponent of your efforts, they will strive to be a helpful source of information.

network of professional consultants experienced in the formation of new districts, reorganization of existing districts, and other service delivery options.

*Meet with the LAFCo Executive Officer*
Each county has a Local Agency Formation Commission (LAFCo). Part of LAFCo's responsibility is to oversee the creation of new agencies and the expansion or reorganization of existing agencies. Consequently, an effort to form a new district, or to annex an area to an existing district must begin with LAFCo. The LAFCo staff is an excellent source of information about local government structures and can assist citizens in evaluating their options. Meet with your local LAFCo early and often.

After meeting with CSDA and your local LAFCo, be sure to keep them in the loop on your progress. The road to special district formation can be long and complicated. As you make your way, you will have more questions, and these organizations may be able to help.

**ARE THE DESIRED SERVICES CURRENTLY PROVIDED BY OTHERS?**
In some situations, if the needed services are provided by a nearby agency, it may be possible and more cost effective to obtain services by annexing the unserved territory to the existing entity. Choosing this option could potentially save significant time and energy.

LAFCo staff is a good source of information about whether other agencies are providing the needed services, as well as the process for annexation to an existing service provider. They can also provide you with contact information for your existing service providers in the event you want to discuss with them your interest in different or higher levels of services. CSDA is another resource on these matters.

**WHAT ARE THE COSTS OF SPECIAL DISTRICT SERVICES?**
Costs will vary depending upon the type of service provided, and the level or quality of service desired by the community. However, all districts face certain annual administrative requirements that must be included in the budget:

- Insurance (liability, errors and omissions, workers' comp)
- Financial audits (generally required annually)
- County tax roll fees (to place taxes or assessments on the property tax roll)
- Elections (annual share of biennial expense)
- Meeting costs
- Mandatory board member trainings

In addition, other costs will likely apply, depending upon the situation:

- Bookkeeping, accounting, and payroll
- Legal counsel
- Employees and/or contract workforce
- Professional development for staff and board members
- Rent
- Utilities
- Telephone and internet
- Office supplies
- Notices and publications
- Share of LAFCo costs, if special districts have representation on LAFCo in your county
- Memberships in trade associations and other organizations

A sample administrative baseline budget is included in the Appendix to provide some rough cost estimates for each of the above listed items.

**HOW WILL THE SERVICES BE PAID?**
This is the most critical question that proponents of a new district must absolutely answer. An accurate assessment of the cost of providing services is required for determining whether your community will be able to afford the services.

It is easy to overlook or underestimate administrative and operational costs when designing a preliminary budget for a new district. Fortunately, there are good sources of information available both locally and statewide. Nearby special districts can provide advice as to their actual service costs, and perhaps some cautionary tales. LAFCo staff is a good source of information about nearby districts and organizational alternatives. CSDA has an extensive network of both districts and consultants, which can answer nearly any question related to the cost of operating a special district. CSDA also has documentation, such as draft district policies and procedures, available for a small fee.

There are a variety of funding mechanisms available to pay the costs of providing public services - each of which has its own specific calculation, approval, and implementation requirements. CSDA offers several publications related to taxes, fees, assessments, and compliance with related laws.

*Enterprise v. Non-Enterprise Districts*
Enterprise districts are funded primarily through fees for services. For example, water districts charge their constituents fees for water delivery and health care districts, which can operate hospitals, charge patients for room fees. Non-enterprise districts are funded primarily through property taxes and assessments. They provide services that do not lend themselves to fees. For example, fire protection services are provided to all residents and benefit the community as a whole.

Enterprise districts rely less on property tax revenue as compared with non-enterprise districts. However, property tax revenue is often an important source of funding for enterprise districts. Likewise, non-enterprise districts may derive some revenue from fees. For example, a recreation and park district may charge a fee for joining a district-run soccer league.



*Property Related Fees and Charges*
Some services can be financed through direct fees charged as an incident of property ownership (e.g., utility services like water, sewer, and garbage), adopted by the district following a public hearing. State laws prescribe specific procedures regarding notification of the owners of property affected by the proposed fee, their right to protest the fee, and other requirements that must be strictly followed before charging the fee. If a majority of the property owners liable to pay the fee submit a written protest in opposition at the hearing, the fee cannot be implemented. Some types of property-related fees must additionally be submitted to the district's voters for approval.

*Special Taxes*
Special taxes can fund the cost of providing most types of governmental services, including police and fire protection, whether the service confers a special or general benefit to the property. Special taxes require the approval of at least two-thirds of the registered voters within the district.

*Assessments*
Assessments are charges levied on properties in a district and can only be used to fund services or facilities that directly benefit those properties. Assessment amounts are based on the cost of the projects or services to be funded, and the proportional amount of the total benefit received by the property. Before levying an assessment, the district must complete an engineering study to determine the proportional amount to be paid by each individual property. The landowners affected by the assessment will receive a ballot, which is weighted by the proportional share of the assessment each parcel would have to pay. The district may levy the assessment only if weighted ballots returned in favor of the assessment exceed the weighted ballots received in opposition.

During a typical district formation process, the LAFCo will require approval of some form of appropriate funding mechanism to cover the anticipated cost of operating the district as a condition of LAFCo approval of the formation of the new district.

**WHAT ARE THE ALTERNATIVES?**
Generally, creating a new special district from scratch is an expensive and time-consuming process. Once formed, the administrative overhead associated with district operations can be burdensome, particularly for districts with a small customer base. A small district must meet the same legal requirements and conduct its business in substantially the same manner as a very large district. For example, all districts must comply with the open meetings laws (Brown Act), sunshine laws (Public Records Act), and elections laws, as well as purchase insurance, conduct financial audits, and follow generally accepted accounting principles. In some cases, it may make sense to consider alternatives to the formation of a new special district:

- *Annexation to an existing nearby service provider.* A process exists whereby an existing service provider can annex territory it does not currently serve in order to provide those residents with new or enhanced services. For instance, a neighborhood faced with failing wells might be best served by annexation and connection to a nearby water district, provided the district has, or can reasonably acquire, sufficient source water capacity.
- *Activation of a district's latent powers.* Many special districts are permitted within their enabling act to provide a variety of services that have yet to be authorized by LAFCo and performed on behalf of the community. A district may "activate" its authority to provide additional services by applying to the local LAFCo. If the services your community needs are included within the enabling act of a district that currently serves your area, it may be possible for LAFCo to activate the district's latent power to provide the additional service.
- *Out of agency service contracts.* In some cases where annexation to an existing district or city may be infeasible, it may be possible to extend the agency's services to the area under a separate contractual arrangement. Ask your local LAFCo if this is the appropriate solution, as this is done only in special circumstances and conditions.
- *Dependent districts.* As discussed above, counties often deliver enhanced services to communities in the unincorporated area through CSAs or dependent special districts. A CSA can often provide a community needed services with a minimized administrative burden. For road maintenance services, counties often rely upon permanent road divisions for funding.

# III. Preparing to Form a Special District

### UNDERSTANDING THE COST OF THE FORMATION PROCESS

There are a host of fees related to the formation of a district. These fees, which are discussed in detail in chapter four, include LAFCo application fees, Board of Equalization (BOE) fees, and county assessor recording fees. In addition to the fees, and far more expensive, are the costs associated with the feasibility study, mapping, and compliance with the California Environmental Quality Act (CEQA). The total expenses for completing the formation process will range from tens of thousands to hundreds of thousands of dollars.

### ASSESSING GRASSROOTS SUPPORT, INCLUDING POTENTIAL FUNDING SOURCES

Ultimately, successful special district formation requires significant local support. Therefore, if it is determined that the formation of a special district is the best path forward, it is prudent to gather and organize a support network before proceeding with the formation process. Grassroots activism is one of the most effective forms of political involvement. This is particularly important in light of the fact that an election will ultimately determine whether a special district will be formed, and every vote will count. As you evaluate support for the formation of the new district, first focus on those who could benefit most from the new or enhanced services the district would provide. This is where the tireless work of getting the word out begins. This process could include face-to-face meetings, open house meetings, and town hall meetings.

Other options include identifying the local meeting places in your community and setting up an information booth, passing out flyers, and engaging one-on-one with your identified constituents. You may also work with homeowners associations, service clubs, and other community organizations. It is through such efforts early in the process that you will be better able to determine your obstacles and incorporate community feedback on service levels and funding mechanisms.

Community outreach and communication will also enable you to identify individuals, organizations, and businesses that can bring resources to the table. Those who embrace the vision will understand the need to support the process as they are able. The "ask" can be as simple as spending time making phone calls, passing out information, or inviting some friends over for coffee to hear about the plan.

### ASSESSING AND UNDERSTANDING OTHER PERSPECTIVES

Potential opponents are just as important as the supporters. Early identification and collaboration can avoid major challenges later in the process. Meet with potential opponents to share your vision, listen to any potential concerns they may have, and gain an understanding for the principles behind those concerns. As you move forward, you may be able to discover shared principles with opponents that will allow you to mitigate or overcome their concerns. It may also help you formulate an even stronger plan as you work to mitigate and overcome those concerns.

It is often challenging for proponents to understand the arguments of the opposition. However, when proponents are able to recognize and value the perspective of the opposition, it usually leads to a more productive and successful process. It is important to know that opposition will exist; gain insight into the objections and develop responses, and even solutions, to them.

It is helpful to reflect upon the proposed boundaries of the district and services that will be provided to fully evaluate the potential opposition. Is a neighboring district or city likely to object? What would be their reasons and how could they be addressed? Are there organizations or entities located within the proposed boundaries that would likely have objections?

Will the new district be taking service provision responsibility away from an existing service provider? Such existing providers may be interested in shedding service responsibility, but they will more likely have concerns due to a loss of revenue.

### GARNERING SUPPORT FROM STAKEHOLDERS

Remember that the purpose of a special district is to provide a service or suite of services that are not currently provided at a satisfactory level or not being provided at all. The formation of a new district is an important matter that demands the input of many stakeholders. Meeting with stakeholders as early in the process as possible will be critical. Doing so will allow you to acquire valuable advice that could prove central to the outcome of your efforts.

The success of the formation process for a new district may have a strong correlation with the effort expended to collaborate with key stakeholders. Gaining support from members of the county board of supervisors is often foundational to the process, particularly in unincorporated areas, as they may be required to take formal action to allow the public vote for formation of the new district to occur. Members of the board of supervisors also sit on the LAFCo, which is the entity that will determine the viability of the envisioned special district. It will be the job of the proponents of the new district to make a compelling case and build a coalition that is well informed.

Prepared with the results of a feasibility analysis that shows the new district will have the financial wherewithal to succeed, it is critically important that accurate and reliable information be disseminated broadly to neutralize misinformation.

### WHO WILL FILE THE APPLICATION AND HOW WILL IT BE FUNDED?

At the time the application is ready to be drafted, many decisions will have already been made, including what services the newly envisioned district will provide. Nonetheless, the first formal step in the special district formation process is the LAFCo application. While an existing local agency, or the LAFCo itself, is legally permitted to file the formation application, the proponents of the formation of the new district are the most likely candidates to complete and file the application.

Although every formation scenario will have unique local factors that will need to be considered, generally the application itself is rather simple and straightforward. Working closely with LAFCo staff, the formation group should be able to perform this requirement without professional support. However, care and caution is warranted as the verbiage used on the application will eventually be carried over to the ballot and the campaign. Therefore, proponents should be thoughtful in their drafting.

Each LAFCo is funded primarily through a pro-rata contribution by county, city, and, in most counties, special districts. The annual funding received from these member entities covers the LAFCo's operating expenses. Additional fees are collected from project proponents to cover the cost of processing the application. This can be a significant cost and should be evaluated early on in the process.

In addition to the resources identified among formation proponents, in some instances the local county supervisor can assist with locating additional funding opportunities. Lastly, in some LAFCos a process exists to request a reduction in fees. While this may not apply to the formation of a new district, it is worth exploring with your local LAFCo.

**DRAFTING THE FEASIBILITY ANALYSIS**

The LAFCo process requires an analysis of the cost of initiating and maintaining the services to be provided by a newly formed special district. This analysis, known as a feasibility analysis or feasibility study, includes an estimate of the operations and administrative costs as well as the identification of proposed funding mechanisms for meeting those costs.

Typically the feasibility analysis would need to review the nature, location, and extent of any functions or classes of services to be provided. That could include a review of available and needed facilities and the capacity of existing facilities. The analysis also needs to review revenue sources and expected costs to provide services. The data needed for the analysis is similar to data found in a municipal service review or sphere of influence study.

Generally an outside consultant must be hired by the applicant to prepare the feasibility analysis. On rare occasions, county planning or LAFCo staff will accept responsibility for the study. Experienced consultants have often completed municipal service reviews, advised cities on general plans, or have completed CEQA analyses for various projects. If the district is being formed to provide services to a new development, often the developer will hire a consultant to perform the analysis.

Applicants seeking to hire a consultant may wish to request a list of experienced professionals from CSDA, CALAFCO, and/or the local LAFCo.

**MAPPING THE PROPOSED DISTRICT**

The LAFCo application requires a professionally-drawn map and a corresponding metes and bounds legal description of the proposed district's boundary. The map should include all areas that would receive services provided by the new district. Generally, boundaries should follow existing geopolitical boundaries, such as parcel lines and natural or man-made features such as streams, lakes, natural terrain, railroads, roads, and freeways. The boundary should avoid creating islands, corridors, or a strip of territory inside or immediately adjacent to the proposed district that would not receive services. That makes it easier for the assessor or the Board of Equalization (BOE) to determine who should receive property taxes or assessments of the new district. It is also important to avoid overlapping territory with an existing district that provides the same or similar services.

The BOE and most LAFCos have mapping standards. BOE standards require maps to be professionally and accurately drawn or copied. There should be a vicinity map showing the relationship of the proposed district to the larger geographic area. Each map should include streets, roads and highways, township, range and section, a scale, and north arrow. The BOE charges a processing fee based on acreage. In addition, the LAFCo may request a list of assessor's parcel numbers related to the project area.

There is also a requirement for a legal description of the proposed district's territory. The legal description must be a stand-alone document and cannot reference a secondary document. The legal description must state the township, range, and section number. It is also advised to include the number of acres or square miles of the proposed district. The legal description begins with a reference to a known major geographic position. The description must be expressed as a specific parcel description in a section or by bearings and distances. In addition, the description must match the map with respect to the name of the short title, the point of beginning, course numbers, bearings, distances, and acreage.

Details related to the BOE mapping requirements can be found at www.boe.ca.gov or by contacting the BOE and asking for the "Change of Jurisdictional Boundary: Requirements for Statements, Geographic Descriptions, Maps and Fees" related to Sections 54900 through 54903 of the Government Code.

Many LAFCos have additional mapping requirements. That is one of the reasons why the next step in the process, consulting with the LAFCo executive officer, is important.

**MEET AGAIN WITH YOUR LAFCO EXECUTIVE OFFICER**

Before officially filing an application it is good to schedule a meeting with the LAFCo executive officer (EO). The EO can informally review the application to identify missing information and the local mapping requirements that will be needed to complete the application process. In addition, the EO can go over the timeline for processing the application, the public hearing, an election, if needed, and the projected first day of operation of the new district.

**WHAT IF THERE IS AN ELECTION?**

It is a distinct possibility that an election will be required to form the special district if any of the following are true:

1. An election is required by the principal act;
2. LAFCo holds a protest hearing and receives at least a 25 percent protest;
3. LAFCo conditions the formation on approval of an assessment or special tax as a funding source; or
4. An election for the board of directors is needed.

It is important to review the relevant laws and meet with the LAFCo executive officer regarding election requirements.

An election to approve the formation of a new special district is overseen by the County Registrar of Voters (ROV) office. Their trained staff can assist in placing the matter on the ballot for a formal vote of the affected constituents. In the same election, there would also be a vote for the first governing board of directors, as well as for approval of any special taxes necessary to fund the new district. During the evaluation of the proposed entity, LAFCo staff will determine, based on the principal act, how many members will comprise the board of directors. Typically that number is five.

The election process is well defined in the Elections Code, and all prospective candidates must comply with these requirements. The ROV will determine the eligibility of each candidate who completes the filing requirements. The election material will state that the board of directors will only be seated if the vote for the formation of the new district receives the required threshold of affirmative votes. Candidates will be responsible for any costs related to the publishing of a campaign statement in the election book sent out by the ROV. Other than the cost of the voluntary candidate statements, there are no other fees required to run for public office. However, running the campaign for the board of directors and the formation vote for the new district will often require capital outlay for signs, informational materials, paid advertising, inclusion in slate mailers, and other campaign costs.

There is an election cost for the formation of the district that will be determined by the ROV and finalized in the weeks after the election. In the event the formation vote is successful, the new district will pay the costs of the election. If the vote is not successful, the campaign will be looked to for cost recovery. Absent reimbursement, the county absorbs the costs of the election.

# IV. Navigating the Formation Process

Now that we've laid the groundwork for the formation of the new district, let us review the steps that LAFCo takes to process the application. LAFCo law outlines a specific process that LAFCo must follow. Exhibit IV-1, on page 12, is a flow chart of the process, which includes the application requirements, LAFCo fees, and CEQA review. If the application is approved by the LAFCo commission, a protest hearing and possible election are also part of the formation process.

**APPLICATION PROCEDURES**

Requirements vary according to the principal act under which the formation would occur. Formation may be initiated by 1) a petition of registered voters or landowners, or 2) by a resolution of an existing special district board, school district board, city council, or county board of supervisors. The principal act may limit initiation to one of the above, or allow a choice among several or all of the above.

LAFCo may also initiate the formation of a new district or districts only if the formation is consistent with a recommendation or conclusion of a study. The study may be a special study, sphere of influence study, or a municipal service review.

Besides the petition or resolution, an application for formation needs a "plan for providing services" that includes the following information:

1. The statutory section under which the formation would occur;
2. An enumeration of the services to be provided, along with a description and justification for each of the services;
3. The level and range of those services;
4. An indication of when those services would be provided;
5. A discussion of any improvements or upgrades to structures, sewer or water facilities, or other conditions the new district would impose or require within its boundaries upon formation;
6. Information about how improvements would be financed and an operating budget for the proposed district; and
7. A discussion of alternative boundaries and rationale for the boundaries proposed.

**FEES AND COSTS**

Table IV-1: Estimated Expenses Associated with the Formation of a Special District

| SOURCE | LOWER END | HIGHER END |
|---|---|---|
| LAFCo Application | $5,000 | $10,000 |
| Feasibility Study | $20,000 | $40,000 |
| Map and Legal Description | $1,000 | $10,000 |
| Board of Equalization | $300 | $3,500 |
| CEQA | $0 | $150,000 |
| County Assessor per parcel[1] | $110 | $110 X No. Of Parcels |

*1 Solano County Assessor's charges*

As estimated in Table IV-1, special district formation proposals typically entail costs associated with the LAFCo application, feasibility study, mapping, Board of Equalization fees, CEQA, and a County Assessor Fee.

*LAFCo Application:* LAFCos are authorized to adopt policies that include a fee schedule for processing applications for a new district. Application fees must be limited to the reasonable cost of processing the applications. Thus, the actual fees vary among each respective LAFCo. The fee is usually levied in the form of a deposit. Staff time and materials to process the application are charged against the deposit. If charges are less than the deposit the difference is refunded upon action by the LAFCo. Alternatively, if charges exceed the deposit, the applicant must remit the difference as a condition of approval. Some LAFCos do not require a deposit and instead charge a flat application fee. Check with your local LAFCo about its specific fee schedule.

*Feasibility Study:* Costs of the feasibility study usually rest on the applicant. A developer may fund the study and recover costs when the project is developed. These studies are typically conducted by a professional firm and can run between $20,000 and $40,000.

*Mapping:* Proponents are responsible for providing a map and written geographical description of the territory to be included in the proposed new district. Maps must satisfy County Recorder and State BOE specifications and include a metes and bounds legal description. The map and description must be professionally prepared, and, depending upon the geographic area, could cost upwards of $10,000. The BOE charges a processing fee, based on the acreage of the district territory. Once the LAFCo process is complete, there is a relatively small recording fee charged by the county assessor.

*Board of Equalization Fee:* If the new district formation is successful, LAFCo must record the formation with the county and file it with the state. The BOE fees are based on the acreage included in the new district, and range from a low of $350 (less than six acres) to $3,500 (two thousand acres and above).

*CEQA:* Depending on the circumstance, there will likely be costs related to CEQA. Meeting CEQA requirements can be expensive. Costs steadily increase from an initial study negative declaration, to a mitigated negative declaration, to a full environmental impact report (EIR). The cost of an EIR can exceed $100,000.

*County Assessor Fee:* Once the LAFCo process is complete, there is typically a relatively small recording fee charged by the County Assessor.

**CEQA REVIEW**

LAFCo actions are subject to CEQA. Consequently, a CEQA analysis is needed to form a new district. Unless the formation is initiated by another government entity, LAFCo is the lead agency for conducting the analysis. Generally the responsibility for all CEQA related costs will rest with the applicant. The LAFCo fee schedule may include a deposit or the applicant may be requested to pay this cost upfront.

A CEQA analysis will begin with an initial study. The analysis identifies whether there are any potential impacts in any of seventeen specific areas. Those areas include public services, agricultural lands, land use, and population and housing. The initial study could conclude a negative declaration is appropriate because there is no evidence the project will have a significant impact on the environment. It could also point toward the need for mitigation that will lead to a negative declaration. Alternatively, the initial study could indicate the need for a full environmental impact report (EIR).

In very limited situations, a formation proposal might qualify for exemption from CEQA. Such exemptions are rare and come in two classes, statutory or categorical. For example, Section 15320 of the CEQA Guidelines delineates the categorical exemption for LAFCo changes of organization. This particular exemption may be applicable to actions that simply change the form of government. LAFCo staff will make the determination regarding all such exemptions by consulting the CEQA Guidelines.

**LAFCO ANALYSIS AND PUBLIC HEARING**

Upon receiving an application, LAFCo staff begins analysis of the proposal. The proposal is circulated for comment to all affected public agencies in the area, including the county, any nearby special districts, and cities. The executive officer of the LAFCo has 30 days to determine if the application is complete or to request additional information.

Once the application is determined to be complete, the EO issues a Certificate of Filing and has 90 days to set a hearing before the LAFCo Commission. At the hearing, the commission will review the LAFCo staff analysis and receive oral and/or written testimony.

When the formation of a new governmental entity is proposed, LAFCo must make a determination as to whether existing agencies can feasibly provide the needed service(s) in a more efficient and accountable manner. LAFCo must also consider a reorganization with other single-purpose agencies that provide related service(s). The commission must then adopt a resolution approving or disapproving the application.

If the commission wholly disapproves an application, no new proposal involving the same or substantially the same territory can be initiated for one year after the date of the commission's resolution, unless this prohibition is waived by the commission.

If the formation is approved, the commission determines the final boundaries, an appropriations limit if necessary, and any terms and conditions of approval. If the district would be assuming the service responsibilities of another agency or agencies, the commission will also determine the amount of property taxes to be exchanged.

Once the formation is approved or disapproved, there is a 30 day reconsideration period whereby new information can be presented that was not available at the time of the hearing. The commission may decide if an additional hearing is warranted based on the new information.

**PROTEST PROCEEDINGS AND ELECTION**

After the public hearing process is completed, the next step is the protest hearing. Either LAFCo staff or the commissioners will conduct the protest hearing. The protest proceeding is a referendum on the LAFCo action, so the LAFCo has no discretion when it comes to the protest hearing. Protests may be received verbally or in writing at the hearing.

If there is greater than a 50 percent protest, the LAFCo action is overturned. Based on the type of district and whether the territory is inhabited or uninhabited, a majority protest means 50 percent or more of the registered voters, or in uninhabited territory or landowner-voter districts, 50 percent or more of landowners who have 50 percent of the voting power (50 percent of the assessed property value).

If the formation of the district makes it through the protest hearing, the commission orders the county to conduct an election. The election is generally open to registered voters who reside within the proposed district boundaries. However, some types of districts are *landowner districts*, and the election would involve the property owners within the proposed district. If an election is held and a majority of the votes are cast for formation of the district, the LAFCo commission shall then pass a resolution confirming the order of formation. The election may also decide the membership of the district's governing body, whether funded by tax or assessment, and any other issues provided for in the principal act under which the district is formed.

Under certain circumstances the formation can proceed without an election. This would occur if there is less than a 25 percent protest and LAFCo orders the formation without an election, or if the formation is part of a reorganization or consolidation where two or more districts are proceeding under the adoption of substantially similar initiating resolutions.

Should the formation effort proceed to an election, proponents and opponents should be aware of the legal requirements for campaign contributions. Under the Political Reform Act, individuals and organizations face campaign reporting obligations once they qualify as a "committee." Check with your local ROV website or the FPPC website for more specific information on campaign disclosure.

*Exhibit IV-1 Flow Chart of the Formation Process*



# V. Ensuring Success After Formation



**WHAT HAPPENS AFTER A NEW DISTRICT IS FORMED?**
Should you succeed in the formation of a new independent special district, the real work will then begin. Even the most basic elements of starting a new business will need to be completed in order to get the new special district up and running. This includes acquiring office space and establishing utilities in order to perform the functions of the district.

There will most likely be a lag in funding, so the district may need to finance some of the initial outlay to set up the new entity with an agreed upon repayment. This consideration can become very expensive when discussing computer and software systems, staff, regulatory compliance, copy machines and other necessary office equipment, vehicles and large equipment, and supplies for field staff. It is helpful when this is fleshed out during the formation process as part of the feasibility study.

If the new district is formed from an existing district, either from a dependent district or from the consolidation of existing districts, then a transition of services will occur. Much of the detail related to this transition will be negotiated during the LAFCo formation process and should, in part or entirely, be included in the LAFCo report. As a change in organization, LAFCo would need to review many of the details which include transition of equipment, funds, and other assets.

If the district is a new formation, rather than a detachment from another organization, there will be a start-up period during which the new district could begin to conduct business.

**MEET WITH CSDA AND IDENTIFY YOUR RESOURCES**
A newly formed special district does not automatically come equipped with a full staff, policies and procedures in place, a stocked bank account with cash rolling in, and perfectly planned and conducted board meetings. Luckily, there are individuals who have worked for special districts for many years and have in place all of the tools and resources you need to start your district on the right foot. These resources are available to your new district through membership and involvement with CSDA.

A nonprofit organization, CSDA provides services and resources for special districts throughout the state. CSDA employs personnel and has a consultant network that is experienced in all aspects of special district governance, management, and operations. In addition to the ability to network with peers in the special district field, CSDA and its partners offer numerous benefits, including professional development trainings for board members and staff.

Appointments can be made with CSDA public affairs field coordinators who can travel to your district office. You can find out about CSDA online at www.csda.net, or call and speak with a member services representative at 877-924-2732.

**LEGALLY REQUIRED STEPS**

*Following the Brown Act:* From the minute a board member is elected, that individual is subject to the requirements of the Ralph M. Brown Act, the open meetings law applicable to all local government entities and their officials. As part of a special district, you will find the Brown Act touching and guiding your everyday activities, from communicating with special district staff, to preparing meeting agendas, to determining the information to be distributed to the public at the board meeting.

The Brown Act prohibits a majority of the board from meeting and discussing district business outside of a properly noticed meeting. While it might sound simple, it is actually very complicated and formal training is strongly encouraged. Mandatory ethics training for board members will include a Brown Act primer. Board candidates and management staff should begin learning the Brown Act before the district is formed or elections are completed. At a minimum, all new board members, the board secretary, and managers should attend Brown Act training at the earliest possible time following district formation. Contact your local county offices or CSDA to find the next and closest Brown Act training available to you.

*Form 700s:*
As soon as the new district board of directors is elected or appointed, each member is required to complete a Form 700. The Form 700 is a conflict of interest disclosure statement that contains documentation related to all financial interests in business and property held by district board members. The Form 700 contains detailed completion instructions and more information is available online at www.fppc.ca.gov. New Form 700s must be completed upon election or appointment, annually by the end of April, and within 30 days of leaving office.

*AB 1234 ethics training*
There are many important laws and regulations governing the operation and management of special districts. Special districts are a form of local government, and the state's

Fair Political Practices Act, conflict of interest, and related laws apply to board members as soon as they are elected or appointed to a special district board. At its core, the ethics laws prohibit board members from using their positions on the board to benefit themselves financially.

To learn ethics-related laws and requirements, board members are required to attend a two-hour ethics training class within 30 days of election or appointment to the board, and every two years thereafter. Each special district is required to keep a copy of board member ethics certifications on file at the district office, and to provide a copy to any member of the public who requests one. There are many opportunities to take ethics training, which is usually offered through your county or also conveniently offered on DVD, webinar, or in person as a benefit of membership of CSDA.

*Budgeting*
An initial action by the new board should be to adopt a budget authorizing all necessary expenditures. The feasibility plan completed during the LAFCo process will provide a good starting place for the new district's budget. This document was based upon the best available data and prepared in a professional manner. It would be advisable that the district initially contract for financial services and do so as soon as possible to ensure that appropriate systems with necessary checks and balances are put in place.

Remember that the first year audit will be critical to financing early needs, and the goal is always to strive for a clean audit. There are also numerous legal reporting requirements with which the new agency must comply. Professional assistance during this transition timeframe will help ensure the district is in compliance with Generally Accepted Accounting Principles (GAAP) for a public agency.

Related to budgeting, the district must consider a financial software solution that will appropriately track its revenue and expenditures. There are standard packages available at a range of costs. If the district issues monthly bills for services then a more robust system should be considered rather than a simplistic software system that can be purchased off the shelf. The investment in an adequate financial solution should service the district's needs for many years.

If any accounting functions are done in-house, it is important the staff receives appropriate training and education in this area. Public agency accounting is a critical area and often the focus of public scrutiny.



**BEST PRACTICES**

*Start by learning from others*
Seek out a similar special district anywhere in the state that was recently created. Because the formation of a new independent special district is an infrequent event, you may have to reach throughout the state to find another similar recently-created district. CSDA or your local LAFCo could assist you with this. The LAFCos communicate on a regular basis and your local executive officer can send a query on your behalf. There is generally a great deal of openness and sharing among special districts.

*Establishing a transition timeline*
The transition will be different depending upon whether the new district is being formed from an existing district or if it is formed to provide a new service or suite of services. The establishment of the new district should be executed as quickly and efficiently as possible. The voters (in most cases) went to the polls to support the formation; now it is incumbent upon the district to transition quickly to begin the provision of services. This transition can be assisted in part by utilizing contract support. In the case of water or wastewater services there are numerous contractors who are state certified to provide such services until in-house staff can be hired. For other services, such as recreation and parks, that are not pervasively regulated, nor critical to public health and safety, a more modest transition timeframe would be acceptable.

The LAFCo report should, at least in part, include a potential timeline for the new district to assume services. This timeline would likely be heavily predicated upon funding. If the district is dependent upon property tax revenue, there will be minimal funding until the local tax collector receives the taxes, typically December and May of each year. If the new district is assuming responsibilities previously provided by another special district, then the feasibility report and the LAFCo report would outline the finances that will transition to the new district. This should include an appropriate share of reserve funds, equipment, and infrastructure assets.

During the transitional phase, the board needs to hold regular meetings to conduct the business of the district. Consistency and transparency of the public meetings is an important first step in establishing the credibility of the new district. There will be those who are very watchful of what the new district will do with public funds. There will also be constituents who are hungry for local representation and will attend the meetings to show support and interest in the new district.

*Obtaining legal representation*
CSDA recommends that the district interview and select an attorney that specializes in municipal law. Legal counsel will be able to help provide the board with guidance in areas such as the open meeting requirements, and will eventually serve as a vital resource for district staff. This will be a sizable and ongoing item in the budget, but is a necessary cost of doing public agency business.

CSDA also advises districts have legal counsel available for all public meetings. If the agency has minimal business, one meeting per month may suffice. This will also help to keep the legal costs related to meeting attendance low. Typically, billing for counsel will be a "door to door charge," meaning counsel bills from the time they leave their office to the time they return after the meeting. Keep this in mind when selecting your counsel and be sure to inquire about hourly rates and how billing is structured (i.e., door-to-door charges, minimum call charges, etc.). You may also wish to consider a contract that includes a retainer or flat fee for legal services.

*Insurance*
One of the most fundamental and vital protections a district needs to have in place is insurance. After the district is formed and the agency begins to collect revenue, the board will want to be confident the agency's assets are protected. In the event of a claim, without proper coverage the agency could face financial ruin or be forced to secure a loan to replace property and equipment that was not covered by insurance. In some cases, insurance is required by law, for example workers' compensation insurance.

Insurance can be purchased from commercial carriers. It can also be obtained through other government agencies known as joint powers authorities (JPAs) or a "pool," A JPA consists of many public agencies, known as members, who together enable the JPA to use its purchasing power to provide insurance at lower rates than can otherwise be purchased in the marketplace. Since JPAs operate on a not-for-profit basis, they typically function more cost-effectively than for-profit companies with private or shareholder ownership.

In connection with insurance-type services, JPAs can provide members with additional benefits, such as safety inspections and training programs that may not otherwise be feasible for individual members, particularly small public entities and those with limited resources. These additional benefits accrue beyond the individual members receiving them, reducing costs for the pool as a whole. For example, enforcing risk management standards, evaluating potential loss exposures, and continuously monitoring risk management programs are essential to reducing losses for the pool. A JPA may also provide risk management services that can save the members money by reducing the need for staff to provide those same services.

*Hiring staff*
Hiring a highly qualified, certified (as needed) general manager (sometimes referred to as chief executive officer, executive director, administrator, or other titles depending on the district type) will be critical to moving the new organization toward service provision. The general manager or GM should be the only employee the board hires and fires. It is the GM's role to hire and manage the rest of the staff. A district board may choose to contract out for the role of the GM, rather than hiring one as a full-time employee of the district. The board may wish to contract with a human resources consulting firm to assist in the search and hiring of the GM.

There are numerous considerations related to staff. How does a new district without a proven track record hire and retain qualified employees? Public agency employees are attuned to the standard benefits associated with public service. Such benefits generally include leave accrual, retirement benefits, and competitive pay. One of the first acts of the GM should be to assist the board in determining the level of benefits the district will offer staff.

If participation in the standard CalPERS retirement system is envisioned, the contract can take up to a year to go into effect. However upon initiation of the contract and related board actions, the general manager may begin recruitment with the assurance that the retirement benefits will be retroactive to the date of the board action.

CSDA recommends adopting a personnel manual as soon as practical. The best manuals typically outline leave accrual, employee responsibilities and expectations, and other related benefits. There is an openness among public agencies to share information, so it is worthwhile to request the personnel manual of similar agencies as a template, which can be edited to meet the specifics of the new district.

In addition, CSDA recommends the district consider its requirements for background checks, hiring practices, and pre-employment physical and drug testing. District legal counsel may be helpful in this area.

It is worthwhile not to rush into hiring staff without having these items in place as it may cause greater issues in the future. It is important that the foundation of the district be well laid in order to ensure the agency has the greatest potential for success.

*Professional development for the board and staff*
There are many resources available for board and staff development. Organizations, such as CSDA and CALAFCO, provide a wealth of support for their membership. CSDA also publishes numerous guidance documents that serve as a tremendous resource for special districts.

Special districts should look to the Special District Leadership Foundation (SDLF) for direction on certificates, certifications, core trainings, and even scholarships to ensure their agency is obtaining the highest level of training available and demonstrating good governance practices to the public. Learn more at www.sdlf.org.

*Strategic planning, service planning, and setting direction*
There was a reason why the new district was envisioned in the first place. Perhaps there was an unmet need. Perhaps there was substandard service provision by the previous service provider. As the successor entity to a former district or a new service provider, there will be an expectation from your public that things will be better than before.

Setting the direction for the new district is going to be a critical first step. How are you going to address service provision? How are you going to make it better and more cost effective than before? One of the most effective strategic planning processes is to have a third party facilitator guide the district through the process. The cost varies depending on the size of the district and scope of services it provides; in some circumstances you may be able to find an individual willing to provide the service pro-bono.

Service planning is a more critical and immediate need if the service relates to public health and safety provision – such as water, sewer, fire, and police service. Much of the initial service provision would have been discussed in the transition plan created during the LAFCo process. The seamless transition of these critical services cannot be understated. This must be well defined and agreed upon by the prior service provider as appropriate. As mentioned in a previous section, appropriately certified private operators can provide assistance with the transition of water and sewer utility services. For public safety, there may be a requirement to hire some of the existing staff from the prior service provider.

It will be incumbent upon the board and the management of the new district to exhibit thoughtful, knowledgeable leadership as the new district steps into full operation. The potential for public scrutiny is high.

# VI. Conclusion

As you can tell by reading this guide, forming a new special district is not an easy endeavor. You must ask yourself if this is really the right solution, or are there other options available to accomplish the desired goal.

A great deal of work and resources are required to form a special district and entering into this process should not be done lightly. The long-term success and sustainability of the district requires careful, detailed planning and purposeful execution. Each community deserves the best possible quality of service, delivered in the most efficient manner at the most affordable cost. Once the district is formed, it is up to its board, its staff, and the public to ensure its success.

If you are looking at new or improved local services for your community through the formation of a special district, you are encouraged to consider all of the options. After you have reviewed this guide, reach out to your local CSDA and LAFCo representatives for assistance. They are knowledgeable experts who can answer your questions and connect you with the proper resources as you consider all of the options.



**A great deal of work and resources are required to form a special district and entering into this process should not be done lightly.** The long-term success and sustainability of the district requires careful, detailed planning and purposeful execution.

# VII. Appendices

## GLOSSARY

**1 percent Ad Valorem Property Tax**
*California Constitution Article XIII A and XIII A*

The term "ad valorem" is derived from Latin meaning "to the value" or "based on value." Ad valorem property taxes are taxes based upon the value of property. Proposition 13 limited the amount of tax that can be levied to 1 percent of the property's value. Proposition 13 also gave the State the authority to distribute this revenue, which it has done through formulas contained in Assembly Bill 8 (1979) and subsequent legislation. The value of property is assessed upon a change in ownership and adjusted upward each year by a rate not to exceed 2 percent to account for inflation. Ad valorem property taxes are a fundamental source of funding for most local governments and the primary source of revenue for many special districts.

**Appropriations Limit (Gann Limit)**
*California Constitution Article XIII B*
*Government Code §7900, et seq.*

The Appropriations Limit (often referred to as the "Gann Limit") provides a limit (or ceiling) on local government agency appropriations of tax proceeds. This limit is based on the amount of appropriations in the 1978-79 "base year" and is adjusted each year for population growth and cost-of-living factors. The limit applies to proceeds from taxes, investment earnings on taxes, and fees and charges. If the agency's proceeds are in excess of the limit, excess amounts are to be turned over to the state to be used for school funding. Special districts are specifically included in the definition of "local government[s]" subject to the appropriations limit. However, there is an exception for "any special district which existed on January 1, 1978, and which did not as of the 1977-78 fiscal year levy an ad valorem tax on property in excess of 12 1/2 cents per $100 of assessed value." There is also an exception for districts that are funded entirely from proceeds other than taxes.

**Assessments**
*California Constitution Article XIII D*

A special district may finance the maintenance and operation of public systems that include, but are not limited to, drainage, flood control, and street lighting. Assessments are involuntary charges on property owners, who pay for these public works based on the benefit their properties receive from the improvements through increased property values. Assessments include special, benefit, and maintenance assessments, and special assessment taxes. Assessments are subject to a weighted election.

**Benefit Assessments**
A benefit assessment is a charge upon property owners used to finance infrastructure or public services that directly benefit individual properties. The assessment is based upon the proportional benefit received by each individual parcel from the public services or improvements. A district that uses this mechanism must first prepare a written report, hold a noticed public hearing, and obtain a majority vote through an assessment balloting procedure of the affected property owners.

**California Environmental Quality Act**
*Public Resources Code §21000, et seq.*
*Code of Regulations §15000, et seq.*

CEQA is designed to require public agencies to consider environmental protection whenever making a decision regarding proposed projects and activities, and to allow for public participation in that process. If a project is not exempt from CEQA and is determined to have the potential to have a significant environmental impact, the lead agency is required to conduct an initial study of the project. The lead agency will then determine whether to conduct an environmental impact report or a negative declaration. While the scope and process of those documents is somewhat different, both require a period for public comment. CEQA Guidelines are produced by the California Resources Agency and codified in the California Code of Regulations Title 14 §15000, which provides procedures and factors lead agencies should consider when conducting CEQA reviews.

**California Public Records Act**
*Government Code §6250, et seq.*

The purpose of the California Public Records Act (CPRA) is to enable the public to have access to information needed to monitor the functioning of government. The public has a right to inspect public records during the office hours of any government agency and to request and obtain copies of records subject to the payment of fees covering the direct costs of duplication or a statutory fee if applicable. The CPRA contains a number of exemptions for certain classes of documents. These exemptions generally cover documents that are privileged or confidential, or which would infringe on the individual right to privacy. Examples of some common exemptions include documents protected by attorney client privilege, attorney work products, preliminary draft documents not retained by the agency in the ordinary course of business, and personnel records for which the disclosure would constitute an unwarranted invasion of privacy.

**Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000**
*Government Code §56000, et seq.*
*Government Code §56821, et seq. (procedure for special district change of organization or reorganization)*

This law establishes certain procedures for local government changes of organization. This law also established local agency formation commissions (LAFCos) with numerous powers, including the ability to act on local agency boundary changes and the adoption of spheres of influence for local agencies. The statutory mission of LAFCos is to discourage urban sprawl and encourage the orderly formation and development of local agencies.

**District Organization Law**
*Government Code §58000, et seq.*

The District Organization Law establishes procedures for the organization, operation, and governance of certain types of special districts. This law applies only to districts with enabling acts that refer to the District Organization Law in lieu of procedures within their enabling act. The District Organization Law generally provides for a petition for formation of a district, a primary hearing, a final hearing, a procedure for formation, and validating proceedings.

**Ethics Training**
*Government Code §53234, et seq.*
*Government Code §53232.1-5323.2 (authorization of compensation for training)*

Local elected officials and key officials designated by the local board (typically management staff) are required to take ethics training courses if the officials receive compensation or reimbursement in their position with a local government agency. This applies even if the official does not actually receive compensation or reimbursement, but if the district's enabling act simply allows for such compensation or reimbursement. By law, the affected local official must take an ethics training course once every two years, and the district has to establish a written policy on reimbursements.

**Fees**
*California Constitution Article XIII D*

A fee is a charge to an individual or a business for a service provided directly to the individual or business. Non-property related fees are not subject to majority vote requirements. Property related fees may not be extended, imposed, or increased without first complying with the procedural requirements of Proposition 218. There are also substantive requirements that property related fees must comply with, the most important of which is the fee imposed must not exceed the proportional cost of the service attributable to the parcel or person charged.

**Financial Audits**
*Government Code §26909*

Special districts are required to have annual, independent audits conducted by the county auditor or a certified public accountant. This information is filed with the State Controller's Office. The annual audit can be changed to a biennial audit if approved unanimously by the district board and the board of supervisors, under certain restrictions.

**Fire Suppression Assessments**
*Government Code §50078, et seq.*

Combined with Proposition 218, the government code gives authority to a special district that provides fire suppression services to determine and levy an assessment for fire suppression services with two-thirds voter approval. The assessment may be made for the purpose of obtaining, furnishing, operating, and maintaining fire suppression equipment, or for the purpose of paying the salaries and benefits of firefighting personnel, or both.

**Form 700 – Statement of Economic Interests**
Local government officials are prohibited from participating in local agency decisions in which the official has a financial interest. Each local government official is required to annually complete and file a Statement of Economic Interests (commonly, "Form 700") with the Fair Political Practices Commission so that potential conflicts of interest can be more readily identified. The Form 700 is also a public record and must be made available to the public upon request.

**General Obligation Bonds and Revenue Bonds**
*Government Code §53400, et seq.; Various Provisions*

General obligation bonds are issued by special districts and other local and state governments to finance a variety of infrastructure projects and services. There are a variety of statutes that create authority for the issuance of bonds – some principal acts for district types contain bond provisions and various other statutes grant bond authority for different uses and with different conditions. General obligation bonds are backed by all of an agency's revenues whereas revenue bonds are backed by a specifically identified revenue source.

**Investment of Funds**
*California Constitution Article XI §11*
*Government Code §53600, et seq.*

The California Constitution provides that the Legislature may authorize local government agencies to invest funds in certain specified vehicles. The Legislature has provided that local government agency surplus funds may be invested, with certain conditions and limitations.

**Local Agency Formation Commission**
A Local Agency Formation Commissions (LAFCo) is an independent commission working within the boundaries of each county to help control the borders of cities and special districts to discourage sprawl and encourage orderly government. There is a list of 16 factors that LAFCOs consider when conducting any change of organization or boundary change. As part of this effort, LAFCOs conduct sphere of influence assessments and municipal service reviews. Any boundary change must be consistent with the sphere of influence, which must be considered in the municipal service review.

**Mark-Roos Local Bond Pooling Act of 1985**
*Government Code §6584, et seq.*

The Mark-Roos Bond Pooling Act allows local government agencies to enter into a joint powers agreement creating a Joint Powers Authority, which can issue Mark-Roos bonds and loan the proceeds to the local government agencies. The purpose of this act is to allow local government agencies to take advantage of the lower borrowing costs associated with bond pools.

**Mello-Roos Community Facilities Act**
*Government Code §53311, et seq.*

The Mello-Roos Community Facilities Act provides a method for special districts and other local government agencies to finance major capital improvements and some types of services. The act authorizes the creation of Community Facilities Districts which can levy special taxes subject to two-thirds voter approval or by land owner votes, weighted by acreage owned, if there are less than 12 registered voters within the district.

**Municipal Service Reviews**
*Government Code §56430*

LAFCos are required to update local agency spheres of influence every five years. As a prerequisite for a sphere of influence update, the LAFCo must conduct a municipal service review (MSR). An MSR evaluates the services currently provided by local agencies and their potential future growth. Among other things, the MSR must address the jurisdiction's population growth and projections, the adequacy of services and infrastructure of the agency, the financial ability of the agency, the government accountability, and the status of and opportunities for shared facilities.

**Principal Act**
Principal acts are statutes established for an entire category of special districts. Local voters create and govern special districts under the authority of these acts. Each special district type (for example, flood control, public utilities, or community services districts) has its own principal act.

**Political Reform Act of 1974**
*Government Code §81000, et seq.*

The Political Reform Act (PRA) was passed by voters via Proposition 9 in 1974. It is designed to ensure elections are fair and that state and local government officials perform their duties impartially and serve all citizens equally. The PRA generally governs political campaign spending and contributions. A variety of ethics rules for state and local government officials are also contained in the PRA. For example, the PRA prohibits an official from the ability to participate in a decision or "use his or her official position to influence" a decision in which the official "knows or has reason to know that he or she has a financial interest." The PRA also created the Fair Political Practices Commission, which is charged with administering the PRA and investigating and prosecuting PRA violations. A knowing or willful violation of the PRA is a misdemeanor and certain violations could result in a fine up to $10,000 or three times the amount "the person failed to report properly or unlawfully contributed, expended, gave, or received."

**Proposition 218**
*California Constitution Articles XIII C and XIIID*

Proposition 218, officially named the "Right to Vote on Taxes Act," made several changes to the California Constitution affecting the ability of special districts and local governments to asses taxes, assessments, fees and charges. This proposition established the initiative power allowing voters to reduce or repeal any local tax, assessment, fee, or charge. A new category of fee was created called "property related fees and charges" and required that such fees be no more than the cost of providing the service. Proposition 218 also established a number of other procedural requirements for levying assessments and imposing new, or increasing existing, property related fees and charges.

**Ralph M. Brown Act**
*Government Code §54950, et seq.*

The Ralph M. Brown Act (Brown Act) is designed to ensure government actions and deliberations are conducted openly so that the people "may retain control over the instruments they have created." The Brown Act accomplishes this by requiring meetings of local government bodies be conducted during noticed public meetings. Violations of the Brown Act can lead to invalidation of local agency actions, payment of a challenger's attorney's fees and, in some cases, criminal prosecution. The primary requirement of the Brown Act is that meetings of a local government agency's legislative body be open to the public, allow for public comment and be publicly noticed 72 hours in advance of the meeting. The Brown Act contains procedures for conducting special meetings, emergency meetings, and closed sessions. The Brown Act also limits the ability for a quorum of a legislative body to discuss certain matters outside a noticed public meeting.

**Reserves**
Special districts designate money toward savings in order to balance their budget, respond to emergencies, keep rates affordable, maintain current infrastructure and plan for future public works projects.

**Securitized Limited Obligation Notes**
*Government Code §53835, et seq.*

Special districts may issue securitized limited obligation notes (SLONs) and borrow up to $2 million to be paid back from designated revenues over a ten year period. SLONs are a more secure and less expensive alternative to promissory notes and do not require voter approval. However, a special district must secure its SLONs by pledging a dedicated stream of revenues. It takes a four-fifths vote of a district's government board to issue SLONs. The authorization for the issuance of SLONs ends December 31, 2019.

**Special Taxes**
California Constitution Articles XIII A §4 and XII C §2
*Government Code §50075, et seq., 53970, et seq.*

A special tax is a property tax imposed for a specific, or "special" purpose. Special taxes are taxes – not fees, charges, or special assessments – and as such the amount of the tax is not limited to the relative benefit each property owner will receive. Unlike the 1 percent ad valorem property tax, which is based on property value, these taxes are typically levied on parcels based either on square footage or as a flat charge. A local government may impose, extend, or increase a special tax only if the proposal is submitted to the electorate and approved by a two-thirds vote. Special taxes may be reduced or repealed by popular initiative. All taxes imposed by a special district are inherently special taxes (as opposed to general taxes) because districts are service specific and can only use funds for those specific purposes.

**Special Act**
Statutes that address the specific needs of a community and establish a specific special district to address those needs. These districts (rather than district types) are uniquely created by the Legislature.

## B. SPECIAL DISTRICT PRINCIPAL ACTS

Principal acts are statutes established for an entire category of special districts. Local voters create and govern special districts under the authority of these acts. Each special district type (for example, flood control, public utilities, or community services districts) has its own principal act. The following is a list of independent special district types, the location of the associated principal act, and other relevant information about the district types.

| Special District Type | Powers and Functions | Formation | Number of Ind. Special Districts | Election Information | Number of Board Members |
|---|---|---|---|---|---|
| *Airport Districts Public Utilities Code*<br><br>*§22001 et seq.* | Assist in the development of airports, spaceports, and air navigation facilities | Any territories of one or more counties and one or more cities, all or any part of any city and any part of the unincorporated territory of any county; the boundaries of a district may be altered and outlying contiguous territory in the same or an adjoining county annexed to the district | 10 | Elected by resident voters to 4 year terms | 5 Directors |
| *California Water Districts*<br><br>*Water Code §34000 et seq.* | Maintain the necessary works for the production, storage, and distribution of water for irrigation, domestic, industrial, and municipal purposes, and any drainage or reclamation works | Any area of land which is capable of using water beneficially for irrigation, domestic, industrial or municipal purposes and which can be serviced from common sources of supply and by the same system of works; area need not be contiguous | 132 | Elected by landowner voters to 4 year terms[1] | At least 5 Directors (may be increased to 7, 9, or 11)[2] |
| *California Water Storage Districts*<br><br>*Water Code §39000 et seq.* | Maintain the necessary works for the storage and distribution of water and drainage or reclamation works | Any land irrigated or capable of irrigation from a common source; under specific conditions the district need not be contiguous | 8 | Elected by landowner voters to 4 year terms | At least 5 Directors[2] |
| *Citrus Pest Districts*<br><br>*Food and Agriculture Code §8401 et seq.* | Control and eradicate citrus pests | Any county devoted exclusively to the growing of citrus fruits | 9 | Appointed by the Board of Supervisors to fixed 4 year terms | 5 Directors[3] |

| Special District Type | Powers and Functions | Formation | Number of Ind. Special Districts | Election Information | Number of Board Members |
|---|---|---|---|---|---|
| *Community Services Districts*<br><br>*Government Code §61000 et seq.* | Provide up to 32 different services such as, water, garbage collection, wastewater management, security, fire protection, public recreation, street lighting, mosquito abatement services, etc. | Any county or counties of an unincorporated territory or incorporated territory of a contiguous or noncontiguous area | 321 | Elected by resident voters to 4 year terms[4] | 5 Directors |
| *Cotton Pest Abatement Districts*<br><br>*Food and Agriculture Code §6051 et seq.* | Control and prevent introduction of pests, and oversee cotton plants in areas that are at risk of pests | Any land in more than one of the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura with the consent of the Board of Supervisors of the counties affected | 1 | Appointed by the Board of Supervisors to fixed 4 year terms | 5 Directors[5] |
| *County Sanitation Districts*<br><br>*Health and Safety Code §4700 et seq.* | Maintain and operate sewage systems and sewage disposal or treatment plants | Any unincorporated or incorporated territory or both; the incorporated territory included in the district may include the whole or part of one or more cities with the permission of that city | 37 | Elected by resident voters to 4 year terms or may choose to have a mixed board[6] | At least 3 Directors |
| *County Water Districts*<br><br>*Water Code §30000 et seq.* | Develop regulations for the distribution and consumption of water; sell water; collect and dispose sewage, garbage, waste, trash and storm water; store water for future needs; may generate hydroelectric power; and provide fire protection under specified conditions | Any county or two or more contiguous counties or of a portion of such county or counties, whether the portion includes unincorporated territory or not | 169 | Elected by resident voters to 4 year terms[4] | At least 5 Directors (may be increased to 7, 9, or 11)<br><br>. |

| Special District Type | Powers and Functions | Formation | Number of Ind. Special Districts | Election Information | Number of Board Members |
|---|---|---|---|---|---|
| *Fire Protection Districts*<br><br>*Health and Safety Code §13800 et seq.* | Provide fire protection and other emergency services | Any territory, whether incorporated or unincorporated, whether contiguous or noncontiguous, may be included | 346 | Elected by resident voters to 4 year terms or appointed by the Board of Supervisors (and City Council where applicable) to fixed 4 year terms[7] | May be 3, 5, 7, 9 or 11 Directors (not to exceed 11) |
| *Harbor Districts*<br><br>*Harbors and Navigation Code §6000 et seq.* | Manage any bay, harbor, inlet, river, channel, etc. in which tides are affected by the Pacific Ocean | Any portion or whole part of a county, city, or cities, the exterior boundary of which includes a harbor | 7 | Elected by resident voters to 4 year terms | 5 Commissioners |
| *Health Care/Hospital Districts*<br><br>*Health and Safety Code §32000 et seq.* | Establish, maintain, and operate, or provide assistance in the operation of, one or more health facilities or health services, including, but not limited to: outpatient programs, services, and facilities; retirement programs, services, and facilities; chemical dependency programs, services, and facilities | Any incorporated or unincorporated territory, or both, or territory in any one or more counties; the territory comprising this district need not be contiguous but the territory of a municipal corporation shall not be divided | 79 | Elected by resident voters to 4 year terms | 5 Directors |
| *Irrigation Districts*<br><br>*Water Code §20500 et seq.* | Sell and lease water; operate sewage collection and disposal system; deliver water for fire protection; dispose and salvage sewage water; protect against damage from flood or overflow; provide drainage made necessary by the irrigation provided; maintain recreational facilities in connection with any dams, reservoirs, etc.; and operate and sell electrical power | Any land capable of irrigation; includes land used for residential or business purposes susceptible of receiving water for domestic or agriculture purposes; need not be contiguous | 92 | Elected by resident voters to 4 year terms[8] | 3 or 5 Directors |

| Special District Type | Powers and Functions | Formation | Number of Ind. Special Districts | Election Information | Number of Board Members |
|---|---|---|---|---|---|
| *Levee Districts*<br><br>*Water Code §70000 et seq.* | Protect the district's land from overflow by constructing and maintaining the necessary infrastructure | Any county or counties or any portion thereof of an unincorporated territory or incorporated territory in need of protection of the lands of the district from overflow and for the purpose of conserving or adding water to the sloughs and drains | 13 | Elected by landowner voters to 4 year terms | 3 Directors |
| *Library Districts Education Code*<br><br>*§19400 et seq.* | Equip and maintain a public library in order to exhibit knowledge in a variety of areas | Any incorporated or unincorporated territory, or both, in any one or more counties, so long as the territory of the district consists of contiguous parcels and the territory of no city is divided | 13 | Appointed by the Board of Supervisors to fixed 4 year terms | 3 or 5 Trustees |
| *Memorial Districts*<br><br>*Military and Veterans Code §1170 et seq.* | Operate and maintain memorial halls, meeting places, etc. for veterans | Any incorporated territory of the county together with any contiguous unincorporated territory thereof; or may be formed entirely of contiguous incorporated territory; or entirely of contiguous unincorporated territory | 27 | Elected by resident voters to 4 year terms | 5 Directors[9] |
| *Mosquito Abatement and Vector Control Districts*<br><br>*Health and Safety Code §2000 et seq.* | Conduct effective programs for the surveillance, prevention, abatement and control of mosquitos and other vectors | Any territory, whether incorporated or unincorporated, whether contiguous or noncontiguous and districts may not overlap | 47 | Appointed by the Board of Supervisors or the City Council to fixed 2-4 year terms[10] | 5 Trustees |

| Special District Type | Powers and Functions | Formation | Number of Ind. Special Districts | Election Information | Number of Board Members |
|---|---|---|---|---|---|
| *Municipal Utility Districts*<br><br>*Public Utilities Code §11501 et seq.* | Manage and supply light, water, power, heat, transportation, telephone service, or other means of communication, or means for the collection, treatment, or disposition of garbage, sewage or refuse matter | Any public agency together with unincorporated territory, or two or more public agencies, with or without unincorporated territory; public agencies and unincorporated territory included within a district may be in the same or separate counties and need not be contiguous; no public agency shall be divided in the formation of a district | 5 | Elected by resident voters to 2-4 year terms[11] | 5 Directors |
| *Municipal Water Districts*<br><br>*Water Code §71000 et seq.* | Develop and sell water; promote water use efficiency; operate public recreational facilities; provide fire protection; collect and dispose trash, garbage, sewage, storm water and waste; and generate, sell and deliver hydroelectric power | Any county or counties, or of any portions thereof, whether such portions include unincorporated territory only or incorporated territory of any city or cities; cities and unincorporated territory does not need to be contiguous | 37 | Elected by resident voters to 4 year terms | 5 Directors |
| *Police Protection Districts*<br><br>*Health and Safety Code §20000 et seq.* | Provide police service to a community | May be formed in unincorporated towns | 3 | Elected by resident voters to 2-4 year terms | 3 Commissioners |
| *Port Districts Harbors and Navigation Code*<br><br>*§6200 et seq.* | Maintain and secure the ports | Shall include one municipal corporation and any contiguous unincorporated territory in any one county, but a municipal corporation shall not be divided | 5 | Appointed by the Board of Supervisors and City Council to fixed 4 year terms, and approved by resident voters | 5 Commissioners |

| Special District Type | Powers and Functions | Formation | Number of Ind. Special Districts | Election Information | Number of Board Members |
|---|---|---|---|---|---|
| *Public Cemetery Districts*<br><br>*Health and Safety Code §9000 et seq.* | Maintain public cemeteries in communities as necessary | Any territory, whether incorporated or unincorporated, whether contiguous or noncontiguous; districts may not overlap | 248 | Appointed by the Board of Supervisors to fixed 4 year terms | 3 or 5 Trustees |
| *Public Utility Districts*<br><br>*Public Utilities Code §15501 et seq.* | Maintain the infrastructure to provide electricity, natural gas, water, power, heat, transportation, telephone service, or other means of communication, or the disposition of garbage, sewage, or refuse matter | May be incorporated and managed in unincorporated territory | 54 | Elected by resident voters to 2-4 Year terms[12] | At least 3 Directors |
| *Reclamation Districts*<br><br>*Water Code §50000 et seq.* | Reclaim and maintain land that is at risk of flooding for a variety of purposes | Any land within any city in which land is subject to overflow or incursions from the tide or inland waters of the state | 150 | Elected by landowner voters to 4 year terms | 3, 5 or 7 Trustees |
| *Recreation and Park Districts*<br><br>*Public Resources Code §5780 et seq.* | Organize and promote programs of community recreation, parks and open space, parking, transportation and other related services that improve the community's quality of life | Any territory, whether incorporated or unincorporated, whether contiguous or noncontiguous | 95 | Elected by resident voters to 4 year terms or appointed by the Board of Supervisors to fixed 4 year terms | 5 Directors |
| *Resource Conservation Districts Public Resources Code §9151 et seq.* | Manage a diversity of resource conservation projects, including soil and water conservation projects, wildlife habitat enhancement and restoration, control of exotic plant species, watershed restoration, conservation planning, education, and many others | Any land shall be those generally of value for agricultural purposes, but other lands may be included in a district if necessary to conserve resources | 99 | Elected by resident voters to 4 year terms | 5 ,7, or 9 Directors |

| Special District Type | Powers and Functions | Formation | Number of Ind. Special Districts | Election Information | Number of Board Members |
|---|---|---|---|---|---|
| *Sanitary Districts Health and Safety Code*<br><br>*§6400 et seq.* | Maintain and operate garbage dumpsites, garbage collection and disposal systems, sewers, storm water drains and storm water collection, recycling and distribution systems | Any county, or in two or more counties within the same natural watershed area | 66 | Elected by resident voters to 4 year terms | 5 Directors |
| *Transit Districts*<br><br>*Public Utilities Code §24501 et seq.* | Construct and operate rail lines, bus lines, stations, platforms, terminals and any other facilities necessary or convenient for transit service | Any city together with unincorporated territory, or two or more cities, with or without unincorporated territory may organize and incorporate as a transit district; cities and unincorporated territory included within a district may be in the same or separate counties and need not be contiguous; no city shall be divided in the formation of a district | 17 | Elected by resident voters to 2- 4 year terms[13] | 7 Directors |
| *Water Conservation Districts Water Code §74000 et seq.* | Maintain, survey, and research water supplies | Unincorporated territory or partly within unincorporated and partly within incorporated territory, and may be within one or more counties that need water conservation services; territory does not need to be contiguous | 13 | Elected by resident voters to 4 year terms | 3, 5 or 7 Directors |
| *Water Replenishment Districts*<br><br>*Water Code §60000 et seq.* | Replenish the water and protect and preserve the groundwater supplies | Any land entirely within unincorporated territory, or partly within unincorporated territory and partly within incorporated territory, and within one or more counties in this state | 2 | Elected by resident voters to 4 year terms | 5 Directors |

## PRINCIPAL ACTS FOOTNOTES

1. *Can be changed to resident voter by the Board of Supervisors through a resolution and a petition (See Water Code §35040)*

2. *Board member must be a holder or legal representative of title to land within the district or designated by a holder of title of land (See Water Code §34700)*

3. *Must be an owner of land devoted to the growing of the product for which the district is established (See Food and Agriculture Code §8502)*

4. *May be elected: At large, by divisions, or from divisions*

5. *Food and Agriculture Code §6060: "No person shall, at any time, be eligible to hold the office of director of any district unless he or she is a resident of the state, and a cotton grower, either individually or as a joint tenant of, or is a member of a partnership which owns, or is an officer of, a corporation which grows cotton within the district"*

6. *For specifics on the county sanitation district mixed board, please see Health and Safety Code §4730-4730.1*

7. *Dependent upon existence of cities within the district*

8. *Water Code §21552: "The number of divisions may be changed to three or five or the method of electing directors may be changed to election by the district at large or by divisions, or both changes may be made simultaneously"*

9. *Military and Veterans Code §1170: "A majority of the seats on the board shall be designated for veterans, as defined in Section 940. Any board seat that is so designated, but is not currently filled by a qualifying individual, shall be filled by a qualified individual at the next election at which that seat is to be filled"*

10. *Health and Safety Code §2024 (a): "..., the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority"*

11. *Elected at large from nominees that represent each of the five wards within the district (See Public Utilities Code §11641-11656)*

12. *Elected at large and from territorial units in unincorporated areas suited within the county (See Public Utilities Code §15951-15976)*

13. *Elected at large from nominees that represent each of the five wards within the district and two are elected at large (See Public Utilities Code §24801)*

## C. CASE-STUDIES

FORMATION CASE STUDY A:

### CASTROVILLE COMMUNITY SERVICES DISTRICT

The formation of the Castroville Community Services District (CCSD) was accomplished primarily through the consolidation of services previously provided by the Castroville Water District (CWD) and County Service Area 14 (CSA). The CCSD's boundaries and sphere of influence were generally the same as those of the CWD and CSA.

The community of Castroville had a population of approximately 6,700, and was composed of single-family, multi-family, and farm worker housing; a 65-acre industrial park; and 500 acres of commercial development. The surrounding area consisted mostly of farmland.

The Castroville Community Plan, an amendment to the County General Plan, identified a number of opportunities for future growth in Castroville, including medium and high density residential spaces, new industrial areas, and a commuter train station. The services offered by the CCSD were needed to accommodate the expected growth. The Local Agency Formation Commission of Monterey County (LAFCo) found that the formation of a community services district, combining the services already provided to the community by the two existing agencies, would result in greater efficiency in the delivery of services and governance.

As part of the application process, LAFCo sent approximately 35 referral letters to potentially affected agencies. Eight agencies responded with comments, of which three expressed concerns, and the remaining commenters were generally supportive of the application. The California Coastal Commission submitted comments indicating a concern about including areas within the Coastal Farmland Protection area in the district boundaries and proposed sphere of influence. In response, the applicant revised the proposal to delete areas within the coastal zone from the proposed sphere of influence.

Monterey County Parks expressed concern regarding the provision of recreation and park services in the Castroville community. Under an existing arrangement, the North County Recreation and Park District (NCRPD) provided community recreation and parks to the Castroville area. An arrangement existed allowing CSA 14 to augment the services of the park district. Discussions were held with all interested parties, including Monterey County Parks, regarding the future provision of recreation and park services. The CCSD applicants agreed by letter that NCRPD would continue to be the primary provider of parks and community recreation and CCSD would be able to augment services. The binding effect of this letter was a condition of CCSD's formation.

Upon formation of the CCSD, the board of directors of the former CWD served as the initial board of directors.

FORMATION CASE STUDY B:

### SUISUN SLOUGH WEST RECLAMATION DISTRICT

Reclamation districts reclaim and maintain land at risk of flooding by maintaining levees. On June 29, 2007 the six land owners of 1,673 contiguous acres of land in the Suisun Marsh submitted an application and petition for the formation of the Suisun Slough West Reclamation District. The district would be formed to maintain existing levees and allow the area to be eligible for state and federal levee repair assistance funds.

The formation followed the requirements of Section 50310 of the California Water Code. Since the levees already existed, the formation was exempt from CEQA under a Class 20 exemption. The Class 20 exemption is specifically for LAFCo actions where the only change is a change in governing body.

Since the territory had less than 12 registered voters it was considered uninhabited. In uninhabited territory, 100 percent consent of the landowners allows LAFCo to waive the protest proceedings. Otherwise a protest hearing must be held where 25 percent of the landowners protesting would trigger an election and a 50 percent protest would block the formation. Since all six landowners agreed to the formation, the protest proceedings were waived.

Reclamation Law allows for landowners to decide if they want a board of trustees. In this case, the landowners chose to have a board of trustees and LAFCo ordered the county board of supervisors to call an election for the first board of trustees. If there were insufficient candidates for the five seats on the board, the county board of supervisors could appoint trustees.

LAFCo staff completed an analysis, which addressed all the requirements of state law within the Cortese-Knox-Hertzberg Act, as well as the local LAFCo policies. On August 13, 2007, the LAFCo held a duly noticed hearing and adopted a resolution forming the district. The resolution included conditions whereby district activities would be in compliance of the Suisun Marsh Protection Plan, the Board of Supervisors would call for an election of the Board of Trustees, and the by-laws would be required to include a timely notification to the county clerk of a vacancy on the board of trustees. All conditions were met and a certificate of completion was issued on December 5, 2007.

## D. OTHER RESOURCES

The following is a list of some additional publications and resources, which cover in greater depth some of the topics addressed in this guide.

### Formation and Reorganization

California LAFCos Directory http://www.calafco.org/index.php/about-us/member-lafcos
Guide to Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (2015), Assembly Local Government Committee
50 Years of LAFCo: A Guide To LAFCos (December 2013), Senate Governance and Finance Committee

### General Information

Hawkins Report, (1973), Local Government Reform Task Force
Special Districts: Relics of the Past or Resources for the Future? (May 2000), Little Hoover Commission
What's So Special About Special Districts (February 2002), Senate Local Government Committee
Committee

### Governance

A Local Official's Guide to Ethics Laws (2005), Institute for Local Government
Integrity and Accountability: Exploring Special Districts' Governance (November 2003), Senate Local Government Committee
Open & Public IV: A Guide to the Ralph Brown Act (2007), League of California Cities
Open, Ethical Leadership: AB 1234 Compliance Training for Special Districts, California Special Districts Association
Political Reform Act (2007), Fair Political Practices Commission
Summary of the California Public Records Act (2004), California Attorney General's Office
The Brown Act: Open Meetings for Local Legislative Bodies (2003), California Attorney General's Office

### Independent Special District Type Specific

A New Law for a New Mission: SB 515 and the Fire Protection District Law of 1987 (October 1987), Senate Local Government Committee
Community Services, Community Needs (March 2006), Senate Local Government Committee
For Years to Come: A Legislative History of SB 341 and the "Public Cemetery District Law" (August 2004), Senate Local Government Committee
Parks, Progress and Public Policy: A Legislative History of Senate Bill 707 and the "Recreation and Park District Law" (October 2001), Senate Local Government Committee
Science, Service, and Statutes: A Legislative History of Senate Bill 1588 and the "Mosquito Abatement and Vector Control District Law" (September 2003), Senate Local Government Committee

### Public Works

Guide to CEQA, Solano Press Books

### Revenue and Finance

Assessing The Benefits of Benefit Assessment, 2nd Edition (December 2004), Senate Local Government
Property Taxes: Why Some Local Governments Get More Than Others (August 1996), Legislative Analyst's Office
Proposition 26 Guide for Special Districts, (2013), California Special Districts Association
Proposition 218 Guide for Special Districts, (2013), California Special Districts Association
Special District Reserve Guidelines, (2013), California Special Districts Association
The State Appropriations Limit (April 2000), Legislative Analyst's Office
Understanding Proposition 218 (December 2006), Legislative Analyst's Office

# Parks Maintenance Manual Sample

Maintenance Checklists for Oxnard Parks

**Paving & Trails**

*Keep surfaces clean and free of debris and litter. Repair or replace when appearances have deteriorated.*

- Remove litter - 1 to 3 times per week depending on level of use
- Clear surface with backback blower - weekly to every two weeks
- Clean surface - backback blower, scrubbing, or power washer as appropriate
- Remove graffiti - within 48 hours of detection
- Paving repair - annually or as needed

Assume approximately 1 to 2 hours per acre per week.

**Playgrounds**

*Ensure safe play environments. Block off or repair unsafe or damaged play equipment.*

- Remove litter and debris - 2 to 7 times per week depending on level of use
- Inspection for safety - every 2 weeks
- Inspection by Certified Playground Inspector - annually
- Groom and level any loose surfaces - 1 to 2 times per week
- Clean solid surfaces - weekly or as needed
- Repaint - annually or as needed
- Repair play features - annually or as needed

Assume approximately 2 to 4 hours per 10,000 sf playground per week (about 8 to 17 hours per acre per week).

**Restrooms**

*Keep restrooms clean and functional.*

- Clean restroom - daily on average
- Restock restroom - twice daily to twice weekly depending on level of use
- Remove graffiti - within 48 hours of detection
- Minor repairs - monthly
- Clean exterior - annually or as needed
- Major repairs - annually or twice annually

Assume approximately 6 to 10 hours per 1 set of restrooms (1M/1F) per week.

## ALLEGHENY LANDING PARK

| FUNCTION | QTY | UNIT | UNIT (minutes) | ONCE (minutes) | ONCE (hours) | ANNUAL FREQ. | TOTAL HOURS |
|---|---|---|---|---|---|---|---|
| Litter - general | 75 | msf | 1.67 | 125.3 | 2.1 | 32 | 66.8 |
| Empty trash cans | 15 | cans | 7.2 | 108.0 | 1.8 | 104 | 187.2 |
| Mow open areas w/580D | 37.1 | msf | 0.3 | 11.1 | 0.2 | 19 | 3.5 |
| Mow close areas w/20" mower | 0.1 | msf | 9 | 0.9 | 0.0 | 19 | 0.3 |
| Mow close areas w/hydromower | 0.7 | msf | 3 | 2.1 | 0.0 | 19 | 0.7 |
| Broadleaf weed control (hand) | 0.8 | msf | 6 | 4.8 | 0.1 | 2 | 0.2 |
| Broadleaf weed control | 37.1 | msf | 1 | 37.1 | 0.6 | 2 | 1.2 |
| Overseed (hand) | 0.8 | msf | 7.2 | 5.8 | 0.1 | 1 | 0.1 |
| Overseed | 37.1 | msf | 1 | 37.1 | 0.6 | 1 | 0.6 |
| Liming (hand) | 0.8 | msf | 7.2 | 5.8 | 0.1 | 1 | 0.1 |
| Liming | 37.1 | msf | 1 | 37.1 | 0.6 | 1 | 0.6 |
| Topdress (hand) | 0.8 | msf | 7.2 | 5.8 | 0.1 | 1 | 0.1 |
| Topdress | 37.1 | msf | 1 | 37.1 | 0.6 | 1 | 0.6 |
| Edging (hand) | 0.7 | clf | 5.4 | 3.8 | 0.1 | 1 | 0.1 |
| Spray w/small tank | 0.5 | mlf | 40 | 20.0 | 0.3 | 3 | 1.0 |
| Fertilize w/tractor | 37.1 | msf | 1 | 37.1 | 0.6 | 2 | 1.2 |
| Fertilize w/hand sprayer | 0.8 | msf | 6 | 4.8 | 0.1 | 2 | 0.2 |
| Aerify ground | 37.9 | msf | 6 | 227.4 | 3.8 | 2 | 7.6 |
| Prune shrubs | 600 | each | 12 | 7200.0 | 120.0 | 2 | 240.0 |
| Fertilize shrubs | 600 | shrub | 6 | 3600.0 | 60.0 | 2 | 120.0 |
| Cultivate shrub bed | 6 | msf | 30 | 180.0 | 3.0 | 1 | 3.0 |
| Clean catch basins | 1 | basin | 60 | 60.0 | 1.0 | 1 | 1.0 |
| | | | | | | TOTAL | 636 |

## ALLEGHENY RIVERFRONT PARK

Lower Level only

| FUNCTION | QTY | UNIT | UNIT (minutes) | ONCE (minutes) | ONCE (hours) | ANNUAL FREQ. | TOTAL HOURS |
|---|---|---|---|---|---|---|---|
| Litter - general | 66.2 | msf | 1.67 | 110.6 | 1.8 | 32 | 59.0 |
| Empty trash cans | 18 | cans | 4.8 | 86.4 | 1.4 | 104 | 149.8 |
| Mow close areas w/hydromower | 2.7 | msf | 3 | 8.1 | 0.1 | 19 | 2.6 |
| Mow close areas(wildfl/grasses) | 7 | msf | 60 | 420.0 | 7.0 | 1 | 7.0 |
| Broadleaf weed control (hand) | 4.7 | msf | 6 | 28.2 | 0.5 | 2 | 0.9 |
| Overseed (hand) | 4.7 | msf | 7.2 | 33.8 | 0.6 | 1 | 0.6 |
| Liming (hand) | 4.7 | msf | 7.2 | 33.8 | 0.6 | 1 | 0.6 |
| Edging (hand) | 3.9 | clf | 5.4 | 21.1 | 0.4 | 1 | 0.4 |
| Fertilize w/hand sprayer | 4 | msf | 6 | 24.0 | 0.4 | 2 | 0.8 |
| Spray w/truck sprayer | 6.3 | msf | 14 | 88.2 | 1.5 | 3 | 4.4 |
| Aerify ground | 2.7 | msf | 6 | 16.2 | 0.3 | 2 | 0.5 |
| Prune shrubs | 20 | each | 12 | 240.0 | 4.0 | 2 | 8.0 |
| Fertilize shrubs | 20 | shrub | 6 | 120.0 | 2.0 | 2 | 4.0 |
| Cultivate shrub bed | 0.1 | msf | 30 | 3.0 | 0.1 | 1 | 0.1 |
| Clean catch basin | 8 | basin | 60 | 480.0 | 8.0 | 1 | 8.0 |
| Trim small trees | 347 | tree | 10 | 3470.0 | 57.8 | 1 | 57.8 |
| Leaf removal w/can or burlap | 13.1 | msf | 12 | 157.2 | 2.6 | 2 | 5.2 |
| Remove leaves w/vac | 19.8 | msf | 5 | 99.0 | 1.7 | 2 | 3.3 |
| Snow removal/salt w/tractor | 23.5 | msf | 12 | 282.0 | 4.7 | 13 | 61.1 |
| Snow removal (snow blower) | 3.55 | msf | 6 | 21.3 | 0.4 | 13 | 4.6 |
| Spread salt by hand | 3.55 | msf | 5 | 17.8 | 0.3 | 13 | 3.8 |
| | | | | | | TOTAL | 382 |

## NORTHSHORE RIVERFRONT PARK (formerly Clemente Park)

SEA owned

| FUNCTION | QTY | UNIT | UNIT (minutes) | ONCE (minutes) | ONCE (hours) | ANNUAL FREQ. | TOTAL HOURS |
|---|---|---|---|---|---|---|---|
| Litter - general | 179.9 | msf | 1.67 | 300.4 | 5.0 | 80 | 400.6 |
| Empty trash cans | 30 | cans | 7.2 | 216.0 | 3.6 | 364 | 1310.4 |
| Mow open areas w/580D | 81.4 | msf | 0.3 | 24.4 | 0.4 | 19 | 7.7 |
| Mow close areas w/hydromower | 40.5 | msf | 3 | 121.5 | 2.0 | 19 | 38.5 |
| Broadleaf weed control (hand) | 63.7 | msf | 6 | 382.2 | 6.4 | 2 | 12.7 |
| Broadleaf weed control | 84.1 | msf | 1 | 84.1 | 1.4 | 2 | 2.8 |
| Overseed (hand) | 40.5 | msf | 7.2 | 291.6 | 4.9 | 1 | 4.9 |
| Overseed | 84.1 | msf | 1 | 84.1 | 1.4 | 1 | 1.4 |
| Liming (hand) | 40.5 | msf | 7.2 | 291.6 | 4.9 | 1 | 4.9 |
| Liming | 84.1 | msf | 1 | 84.1 | 1.4 | 1 | 1.4 |
| Topdress (hand) | 40.5 | msf | 7.2 | 291.6 | 4.9 | 1 | 4.9 |
| Topdress | 84.1 | msf | 1 | 84.1 | 1.4 | 1 | 1.4 |
| Edging (hand) | 105 | clf | 5.4 | 567.0 | 9.5 | 1 | 9.5 |
| Spray w/truck sprayer | 44.5 | msf | 14 | 623.0 | 10.4 | 3 | 31.2 |
| Fertilize w/tractor | 81.4 | msf | 1 | 81.4 | 1.4 | 5 | 6.8 |
| Fertilize w/hand sprayer | 40.5 | msf | 6 | 243.0 | 4.1 | 5 | 20.3 |
| Aerify ground | 121.9 | msf | 6 | 731.4 | 12.2 | 10 | 121.9 |
| Trim small trees | 199 | tree | 10 | 1990.0 | 33.2 | 1 | 33.2 |
| Prune shrubs | 6114 | shrub | 12 | 73368.0 | 1222.8 | 1 | 1222.8 |
| Fertilize shrub bed | 6114 | shrub | 6 | 36684.0 | 611.4 | 2 | 1222.8 |
| Cultivate shrub bed | 23.2 | msf | 30 | 696.0 | 11.6 | 1 | 11.6 |
| Blow leaves w/hand blower | 109.4 | msf | 5 | 547.0 | 9.1 | 2 | 18.2 |
| Leaf removal w/vac | 18.9 | msf | 5 | 94.5 | 1.6 | 2 | 3.2 |
| Snow removal/salt w/tractor | 71.6 | msf | 12 | 859.2 | 14.3 | 13 | 186.2 |
| Snow removal w/snow blower | 19 | msf | 6 | 114.0 | 1.9 | 13 | 24.7 |
| Spread salt by hand | 19 | msf | 5 | 95.0 | 1.6 | 13 | 20.6 |
| | | | | | | TOTAL | 4724 |

**POINT STATE PARK** (BEFORE RENOVATIONS)

| FUNCTION | QTY | UNIT | UNIT (minutes) | ONCE (minutes) | ONCE (hours) | ANNUAL FREQ. | TOTAL HOURS |
|---|---|---|---|---|---|---|---|
| Litter - general | 1287 | msf | 1.67 | 2149.3 | 35.8 | 80 | 2865.7 |
| Litter - mobile litter vac | 1287 | msf | 0.55 | 707.9 | 11.8 | 80 | 943.8 |
| Empty trash cans | 85 | cans | 7.2 | 612.0 | 10.2 | 364 | 3712.8 |
| Mow open areas w/580D | 730.5 | msf | 0.3 | 219.2 | 3.7 | 19 | 69.4 |
| Mow close areas w/hydromower | 56.7 | msf | 3 | 170.1 | 2.8 | 19 | 53.9 |
| Mow close areas w/20" mower | 6.3 | msf | 9 | 56.7 | 0.9 | 19 | 18.0 |
| Broadleaf weed control (hand) | 63 | msf | 6 | 378.0 | 6.3 | 2 | 12.6 |
| Broadleaf weed control | 730.5 | msf | 1 | 730.5 | 12.2 | 2 | 24.4 |
| Overseed (hand) | 63 | msf | 7.2 | 453.6 | 7.6 | 1 | 7.6 |
| Overseed | 730.5 | msf | 1 | 730.5 | 12.2 | 1 | 12.2 |
| Liming (hand) | 63 | msf | 7.2 | 453.6 | 7.6 | 1 | 7.6 |
| Liming | 730.5 | msf | 1 | 730.5 | 12.2 | 1 | 12.2 |
| Topdress (hand) | 63 | msf | 7.2 | 453.6 | 7.6 | 1 | 7.6 |
| Topdress | 730.5 | msf | 1 | 730.5 | 12.2 | 1 | 12.2 |
| Edging (hand) | 53 | clf | 5.4 | 286.2 | 4.8 | 1 | 4.8 |
| Spray w/truck sprayer | 1350 | msf | 14 | 18900.0 | 315.0 | 3 | 945.0 |
| Spray w/small tank | 19.3 | mlf | 40 | 772.0 | 12.9 | 3 | 38.6 |
| Fertilize w/tractor | 730.5 | msf | 1 | 730.5 | 12.2 | 5 | 60.9 |
| Fertilize w/hand sprayer | 63 | msf | 6 | 378.0 | 6.3 | 5 | 31.5 |
| Aerify ground | 793.5 | msf | 6 | 4761.0 | 79.4 | 10 | 793.5 |
| Trim hedges w/power trimmer | 10 | clf | 90 | 900.0 | 15.0 | 3 | 45.0 |
| Trim small trees | 500 | tree | 10 | 5000.0 | 83.3 | 1 | 83.3 |
| Prune shrubs | 200 | shrub | 12 | 2400.0 | 40.0 | 1 | 40.0 |
| Fertilize shrub bed | 200 | shrub | 6 | 1200.0 | 20.0 | 2 | 40.0 |
| Cultivate shrub bed | 2 | msf | 30 | 60.0 | 1.0 | 1 | 1.0 |
| Blow leaves w/hand blower | 793.4 | msf | 5 | 3967.0 | 66.1 | 2 | 132.2 |
| Leaf removal w/vac | 79.8 | msf | 5 | 399.0 | 6.7 | 2 | 13.3 |
| Clean catch basin | 20 | basin | 60 | 1200.0 | 20.0 | 1 | 20.0 |
| Snow removal/salt w/tractor | 4 | msf | 12 | 48.0 | 0.8 | 13 | 10.4 |
| Spread salt by hand | 4 | msf | 5 | 20.0 | 0.3 | 13 | 4.3 |
| Brush removal | | | | | | | 60.0 |
| Bench maintenance | 116 | each | 300 | 34800.0 | 580.0 | 1 | 580.0 |
| Shop work | | | | | | | 780.0 |
| Miscellaneous | | | | | | | 600.0 |
| Clean restrooms | 4 | rms | 30 | 120.0 | 2.0 | 236 | 472.0 |
| | | | | | | TOTAL | 12516 |

**POINT STATE PARK** (POST RENOVATIONS) TASK AND FREQUENCY SCHEDULE

| FUNCTION | QTY | UNIT | UNIT (minutes) | ONCE (minutes) | ONCE (hours) | ANNUAL FREQ. | TOTAL HOURS |
|---|---|---|---|---|---|---|---|
| [illegible]r - general | 128 | msf | 1.67 | 213.8 | 3.6 | 240 | 855 |
| [illegible]er - mobile litter vac | 2446 | msf | 0.55 | 1345.3 | 22.4 | 240 | 5381 |
| Empty trash cans | 40 | cans | 7.2 | 288.0 | 4.8 | 240 | 1152 |
| Mow close areas w/hydromower | 787.2 | msf | 3 | 2361.6 | 39.4 | 25 | 984 |
| Mow close areas w/20" mower | 6.3 | msf | 9 | 56.7 | 0.9 | 25 | 24 |
| Overseed (wbs) | 6.3 | msf | 30 | 189.0 | 3.2 | 1 | 3 |
| Overseed | 787.2 | msf | 1.1 | 865.9 | 14.4 | 1 | 14 |
| Liming (wbs) | 6.3 | msf | 7.2 | 45.4 | 0.8 | 1 | 1 |
| Liming | 787.2 | msf | 1.4 | 1102.1 | 18.4 | 1 | 18 |
| Topdress (wbs) | 6.3 | msf | 7.2 | 45.4 | 0.8 | 1 | 1 |
| Topdress | 787.2 | msf | 1 | 787.2 | 13.1 | 1 | 13 |
| Edging (hand) | 53 | clf | 5.4 | 286.2 | 4.8 | 1 | 5 |
| Spray w/truck sprayer | 787.2 | msf | 14 | 11020.8 | 183.7 | 3 | 551 |
| Spray w/small tank | 19.3 | mlf | 40 | 772.0 | 12.9 | 3 | 39 |
| Fertilize w/tractor | 787.2 | msf | 3 | 2361.6 | 39.4 | 2 | 79 |
| Fertilize (wbs) | 6.3 | msf | 4.1 | 25.8 | 0.4 | 2 | 1 |
| Aerify ground (core) | 793.5 | msf | 3 | 2380.5 | 39.7 | 10 | 397 |
| Aerify ground (deep tine) | 793.5 | msf | 5 | 3967.5 | 66.1 | 1 | 66 |
| Trim hedges w/power trimmer | 10 | clf | 90 | 900.0 | 15.0 | 3 | 45 |
| Trim small trees | 230 | tree | 10 | 2300.0 | 38.3 | 1 | 38 |
| Fertilize trees | 230 | tree | 30 | 6900.0 | 115.0 | 1 | 115 |
| Prune shrubs | 8438 | shrub | 12 | 101256.0 | 1687.6 | 2 | 3375 |
| Fertilize shrub bed | 8438 | shrub | 6 | 50628.0 | 843.8 | 1 | 844 |
| Cultivate shrub bed | 159.9 | msf | 30 | 4797.0 | 80.0 | 1 | 80 |
| Blow leaves w/hand blower | 793.4 | msf | 5 | 3967.0 | 66.1 | 5 | 331 |
| Leaf removal w/vac | 79.8 | msf | 5 | 399.0 | 6.7 | 5 | 33 |
| [illegible]lean catch basin | 20 | basin | 60 | 1200.0 | 20.0 | 4 | 80 |
| [illegible]w removal/salt w/tractor | 4 | msf | 12 | 48.0 | 0.8 | 13 | 10 |
| Snow removal by hand | 1 | msf | 80 | 80.0 | 1.3 | 13 | 17 |
| Spread salt (wbs) | 1 | msf | 5 | 5.0 | 0.1 | 13 | 1 |
| Clean restroom (maint bldg) | 1 | rm | 30 | 30.0 | 0.5 | 364 | 182 |
| Clean restrooms | 2 | rms | 30 | 60.0 | 1.0 | 210 | 210 |
| Mulch | 15 | msf | 30 | 450.0 | 7.5 | 1 | 8 |
| Dethatching | 787.2 | msf | 1.8 | 1417.0 | 23.6 | 1 | 24 |
| Dethatching (manual) | 6.3 | msf | 2.3 | 14.5 | 0.2 | 1 | 0 |
| Hand watering | 397 | msf | 0.6 | 238.2 | 4.0 | 10 | 40 |
| Maintain stone dust | 345 | lf | 15 | 5175.0 | 86.3 | 2 | 173 |
| Caulking | 14646 | lf | 2 | 29292.0 | 488.2 | 1 | 488 |
| Power wash walkway/sidewalk | 63.9 | msf | 150 | 9585.0 | 159.8 | 6 | 959 |
| Power wash furniture | 129 | each | 15 | 1935.0 | 32.3 | 12 | 387 |
| Reseal exposed aggregate walk | 63.9 | msf | 480 | 30672.0 | 511.2 | 2 | 1022 |
| Replace groundcover/shrubs | 32 | msf | 198 | 6336.0 | 105.6 | 1 | 106 |
| Brush removal | | | | | | | 52 |
| Shop work | | | | | | | 360 |
| Fountain maintenance | | | | | | | 240 |
| Flood control/cleanup | | | | | | | 400 |
| | | | | | | TOTAL | 19203 |

Contractual
>Irrigation start up $225/shut down $190/repairs $640 (20 hrs @ $32/hour)
>Electrical repairs (lights - quantity/bulbs-quantity)
>Lawn care program $2160
>Goose control
>[illegible]affitti removal
>[illegible] of bronze plaques/art works/interpretive signage
>Pruning/Removal of large, established trees $195,000 (390 trees @ $500/tree)

***Figures on Unit (minutes) derived from DPW Maintenance Management System, Means Man Hours Standards, and NRPA Park Maintenance Standards + As Built drawings and quantities**

# Parks Maintenance Tasks & Hours

**Maintenance Tasks and Hours for Typical Park Landscapes**

| TASK | ONCE (hours) | ANNUAL FREQ. | TOTAL HOURS | COMMENTS |
|---|---|---|---|---|
| **Turf - Typical / Non-Athletic Use** | | | **329** | **Annual Hours per Acre** |
| Remove litter | 0.20 | 156 | 31 | 10% of area; 2x/week |
| Mow turf | 3.25 | 43 | 140 | Ride-on mower in open areas, small mower and string trimmer where needed; 1x/week during growing season |
| Top dress soil | 9.00 | 1 | 9 | 50% of turf area |
| Soil test & evaluation | allow* | AN** | 1 | Done prior to fertilization |
| Turf fertilization & weed preventer application | 7.00 | 2 | 14 | 100% of area; fertilizer and pre-emergent applications |
| Seasonal turf rennovation | 22.00 | 3 | 66 | 50% of area; dethatch, aerate, overseed |
| Tree maintenance & monitoring | 3.00 | 2 | 6 | Assume maintenance for 3-5 trees per acre; includes pruning, clearing, and pest control; monitoring for pests, disease, damage, etc. |
| Pest control | 1.00 | 6 | 6 | 10% of an acre |
| Temporary fencing | allow | AN | 5 | Install/maintain temporary fencing, assumes 3,000 lf per acre |
| Light fixture cleaning | allow | AN | 4 | 4x/year |
| Light fixture maintenance | allow | AN | 2 | As needed |
| Irrigation maintenance | allow | AN | 45 | Monitor to ensure adequate coverage and functionality; check for damage; repair & replace above-grade components as needed; repair & clean out system; winterization & spring startup |
| **Turf - Athletic Fields** | | | **566** | **Annual Hours per Acre (approximately 1 field)** |
| Remove litter/debris | 0.33 | 156 | 51 | 15% of an acre, 3x/week |
| Empty trashcans | 0.33 | 260 | 86 | Assume 2 stations per acre (one trash, one recycling can per station); 5x/week |
| Clean and maintain amenities & furnishings | 0.40 | 12 | 5 | Assume 4 furnishing per acre, monthly |
| Mowing | 3.25 | 43 | 140 | 90% of an acre; Toro Groundmaster or equal |
| Trimming/edging | 0.60 | 43 | 26 | 10% of an acre; push mower or hand trimmer |
| Turf fertilization & weed preventer application | 7.00 | 3 | 21 | 100% of area; fertilizer and pre-emergent applications |
| Seasonal turf renovation | 45.00 | 2 | 90 | 100% of an acre; thatch, aerate, seed, water, monitor |
| Reline fields | 1.50 | 20 | 30 | 1000LF/field, done every two weeks during the season |
| Pest control | 1.00 | 6 | 6 | 10% of an acre |
| Temporary fence installation and repair | 1.25 | 6 | 8 | Assumes 500lf/acre |
| Fence and equipment maintenance | allow | AN | 20 | Fence, goals, nets, & all related play equipment maintenance |
| Graffiti removal | allow | AN | 5 | As needed |
| Bleacher maintenance | allow | AN | 15 | If needed |
| Light maintenance | 2.00 | 2 | 4 | Assume work on 4 lights per acre due to park operations, vandalism and/or routine maintenance |
| Irrigation maintenance | allow | AN | 60 | Monitor to ensure adequate coverage and functionality; check for damage; repair & replace above-grade components as needed; repair & clean out system; winterization & spring startup |

# Turf Types vs. Native Plantings

**Cost Comparison of Turf Types vs. Native Planting**

| Landscape Type | Annual Hours per Acre | Average Hourly Staff Rate | Personnel Cost | OTPS % | OTPS Cost | Total Cost Per Acre | Cost Per SF |
|---|---|---|---|---|---|---|---|
| Turf - Typical / Non-Athletic Use | 329 | $20 | $6,579 | 55% | $3,618 | $10,197 | $0.23 |
| Turf - Athletic Fields* | 566 | $20 | $11,323 | 75% | $8,492 | $19,815 | $0.45 |
| Turf - "Low-mow" | 184 | $20 | $3,678 | 45% | $1,655 | $5,333 | $0.12 |
| Native Planting** | 184 | $25 | $4,610 | 30% | $1,383 | $5,993 | $0.14 |

Note: OTPS = "Other Than Personnel Services"; OTPS costs include materials, supplies, equipment maintenance, fuel, utilities, etc.

*Costs can be ~$15,000 higher if the field is resodded yearly

**There is an opportunity to use volunteers to help with maintenance

# Event Permit Examples

## Conejo Recreation & Park District

### APPLICATION FOR PERMIT-ATHLETIC FIELDS

Today's Date_____Estimated attendance_____

Name of Group/Patron_____Email_____

Participant's age_____Type of Activity_____

Fields must be booked for a 2 hour minimum.

Check if lights are needed (extra charge) _____

Date: _____ Time: from: _____ to: _____ Location:_____ Field:_____

Date: _____ Time: from: _____ to: _____ Location:_____ Field:_____

Date: _____ Time: from: _____ to: _____ Location:_____ Field:_____

If team is registered in CRPD League, write team name._____

_____

| | |
|---|---|
| _____ | _____ |
| Applicant name | Address |
| _____ | _____ |
| Organization name | City/ State/Zip |
| _____ | _____ |
| Applicant Signature | Phone |

**Cancellations** must be made at least 10 business days prior to your reservation date to avoid fees.

A confirmation email will be sent to you.
Payment options:
Credit card payment may be made on line. *(Log in will be your email address)*
Cash or check payment may be made at the Hillcrest Reservations Office.

Conejo Recreation & Park District Reservations Office
403 W Hillcrest Drive Thousand Oaks, CA 91360
PHONE 805.381.1213 • Fax 805.777.7391 • Email reservations@crpd.org

Revised 11/16/2017

# Conejo Recreation & Park District

## APPLICATION FOR PERMIT – FACILITIES & PARKS

Today's Date_____Date(s) Requested_____Day(s) of Week_____

Name of Patron or Organization _____

Facility Requested_____Area/Field/Room_____

Type of Activity_____Estimated Attendance_____

### I. Outdoor Facility Reservation or Indoor Room Reservation: *(4 hour minimum)* NO EARLY ENTRY

Prep Time: From _____ To _____*(indoor set up 1 hour minimum)*

Program Time: From _____ To _____*(actual event time)*

Clean-Up Time: From _____ To _____*(indoor cleanup 1 hour minimum)* Total Hours_____

### II. Athletic Field Reservation: *(2 hour minimum)*

From _____To_____Type of Activity _____

### III. General Information:

Decorations: No _____Yes_____Type _____

Admission/donation required? No_____ Yes_____Amount $_____

How are proceeds to be used?_____

Amplified sound requested? (*outdoors only*) No_____ Yes_____*(Amplified sound request required for anything louder than a radio.)*

Alcohol served? No_____Yes_____Sold _____*(If alcohol is being sold, an ABC License is required.)*

Are caterers, vendors, attractions, etc. being used? Yes_____ No_____ Type_____

Is the event open to the public? No _____Yes _____

### IV. Notes:

- In district residents include residents of Newbury Park, Thousand Oaks, and the **Ventura County section** of Westlake Village.
- A confirmation email will be sent to the email address listed below, upon submittal of application.
- Payment options include check (payable to Conejo Recreation & Park District), cash or credit card.

_____
Name of Applicant (please print)

_____
Signature of Applicant

_____
Address (organization's address if applicable)

_____
Email Address

_____
City State Zip

_____
Phone Number

# PLEASANT VALLEY RECREATION AND PARK DISTRICT
# OUTDOOR FACILITY RENTAL APPLICATION

www.pvrpd.org • 805-482-1996

Today's Date: _____

Print Name of Applicant or Representative: _____

Name of Organization: _____

Phone: _____ Cell Phone: _____ Email: _____

Street Address: _____ City: _____ Zip: _____

## FACILITY RENTAL INFORMATION

**Facility Requested:** _____ **Reservation Date Requested:** _____

**Type of Event:** _____ _____ **Estimated Maximum Attendance:** _____

**Event Times:** ____ am/pm to ____am/pm **Total Hours Requested:** _____(*4 hour Minimum includes set up and cleanup*)

## ADDITIONAL INFORMATION

Inflatable Bounce? No _____Yes ____ _

Vendors (Caterers, DJ's, Bands, etc...) other attractions? No ____Yes ____

Amplified Sound ? No _____Yes _____

Do you need access to electric? No _____Yes_____

Alcohol Served ? No_____Yes _____ Sold _____ (*if alcohol is being sold, an ABC License is required*)

Admission/Donations Required? No _____ Yes _____

Are you a non-profit organization? No_____ Yes_____ *(if yes, attach proof)*

How will proceeds be used? _____

***Note:*** *All Vendors need to provide a Certificate of Insurance and have a business license to operate in Camarillo*

## ATHLETIC FIELD RESERVATIONS

*(Athletic Events will be reviewed and approved by the Sports Supervisor)*

Are lights needed? No_____ Yes _____ Bases/equipment? No_____ Yes_____

Other Field set-up? _____

As an Applicant, I hereby agree to abide by the rules and regulations of Pleasant Valley Recreation and Park District and of the State of California. I further understand that this Reservation for Use of Facility is not complete and binding until all fees are paid in full and all information requested is submitted.

In consideration for being a participant in the programs offered by the District, I hereby consent and grant to the District the right, without fees, to make and use video tape recordings/still photographs of me, my minor children, and/or dependents in my care, in any manner or form and for any lawful purpose at any time. I waive any right that I may have to review or approve the finished product, or the use to which it may be applied. I release and discharge the district and its employees from any liability to me, my children and/or dependents in my care by virtue of any representation that may occur in making, editing or use of said video tape recordings/still photography.

Applicant agrees to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorney's fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. Applicant agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

_____ ___/___/___

**Signature of Applicant/Responsible Party** **Date**

Return to Pleasant Valley Recreation & Park District 1605 E. Burnley Street, Camarillo 93010 Fax 805-482-3468

CARD NUMBER SECURITY CODE

Submit by Email | Print Form

# SPECIAL EVENT PERMIT APPLICATION

To be submitted to the Pleasant Valley Recreation & Park District, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-1996
To be submitted no less than 90 days before proposed event

Please read information on applying for a Special Event permit before completing this application. Answer all questions in ink or by computer. Write N/A where appropriate.

Name of Applicant _____ Sponsor Agency _____

Phone Number _____ Address _____

E-mail Address _____ Fax Number _____

Type of Event:

☐ Run/Walk ☐ Dog Show ☐ Craft Fair ☐ Concert ☐ Community Celebration ☐ Church Service (Multi-Facility)

Other _____

Name or Title of Event: _____

Location & Brief Description of Event: _____

Please include with your application request a detailed event plan for your entire event.

Hours including Set-up/Breakdown

Date of Event _____ Total Anticipated Attendance _____ From: _____ To: _____

Date of Event _____ Total Anticipated Attendance _____ From: _____ To: _____

**Additional Questions:**

| Yes | No | |
|---|---|---|
| ☐ | ☐ | Does this event involve a charge for admission? |
| ☐ | ☐ | Does this event involve the **sale** or **use** of alcoholic beverages? |
| ☐ | ☐ | Will items or services be sold or given away at the event? |

If **YES**, please describe: _____

☐ ☐ Does this event involve entertainment?

If **YES**, please describe: _____

☐ ☐ Does this event involve a **moving route** of any kind along streets, sidewalks or highways?

If **YES**, attach a detailed map of your proposed route, indicate the direction of travel, and provide a written narrative to explain the route. Include information about other agencies you have applied for permits for this event.

☐ ☐ Does this event involve animals?

☐ ☐ Does this event involve a **fixed venue** site? If **YES**, attach a detailed site map showing all streets affected.

☐ ☐ Does this event involve any tents?

☐ ☐ Will there be any open flame cooking in booths or trailers? Propane?

☐ ☐ Will there be a polytechnics display (fireworks)?



**CITY OF VENTURA, PRCP**
**PARKS DIVISION, ATTN: DIANA**
P.O. BOX 99
501 POLI ST., ROOM 226
VENTURA, CA 93001
805-652-4551

CITY OF VENTURA
PARKS, RECREATION & COMMUNITY PARTNERSHIPS
www.cityofventura.ca.gov

## APPLICATION FOR PARK USE - CALL FOR AVAILABILITY PRIOR TO FILLING OUT APPLICATION.

Return application and deposit to address above. All fees must be paid prior to your event.
Credit cards are accepted by phone. Check/money order made out to the **City of Ventura.**

| | FIELD AREA OR PARK REQUESTED | DATE | FROM | TO | TOTAL HOURS |
|---|---|---|---|---|---|
| 1 | 1ST CHOICE | | ☐ AM ☐ PM | ☐ AM ☐ PM | |
| | 2ND CHOICE | | ☐ AM ☐ PM | ☐ AM ☐ PM | |

| | | | | |
|---|---|---|---|---|
| 2 | APPLICANT NAME / COMPANY NAME: | | | |
| | ADDRESS: | | | |
| | CITY: | STATE: | ZIP CODE: | |
| | HOME PHONE: | WORK PHONE: | CELL PHONE: | |
| | EMAIL ADDRESS: | | | |

| | | | | | |
|---|---|---|---|---|---|
| 3 | TYPE OF EVENT/THEME (WEDDING, BIRTHDAY, ETC.): | | BIRTHDAY THEME: | | |
| | WILL YOU BE PROVIDING YOUR OWN TABLES/CHAIRS/CANOPIES? ☐ YES ☐ NO | **IF YES, HOW MANY?** | **TABLES** | **CHAIRS** | **CANOPIES** |
| | | | | | |
| 4 | WILL YOU BE HIRING ENTERTAINMENT VENDOR(S)? ☐ YES ☐ NO | **ALL ENTERTAINMENT VENDORS MUST BE SELECTED FROM OUR APPROVED LIST** | | | |
| | IF YES, NAME OF COMPANY: | | | | |
| 5 | ESTIMATED ATTENDANCE: | | | | |
| 6 | WILL ALCOHOL BE CONSUMED?: ☐ YES ☐ NO | | | | |
| 7 | IS ELECTRICITY NEEDED? (*NOT AVAILABLE AT THILLE PARK BBQ OR CAMINO REAL #2*) ☐ YES ☐ NO | **PLEASE NOTE: OUTLETS CAN ONLY HANDLE SMALL '20 AMP' ITEMS** | | | |
| 8 | WILL THERE BE MUSIC? ☐ YES ☐ NO | **NO AMPLIFIED OR LOUD INSTRUMENTS** | | | |

# Appendix B: Sustainability Plan & Guidelines

The most critical sustainability solutions for Oxnard can be put into three categories: using **water effectively,** improving **energy efficiency,** and increasing the **quality** of **land resources** and **materials**.

Water and utilities are the highest City park expenditure. The high costs are, in part, a result of poor materials, inefficient design, and inadequate infrastructure.

Sustainability needs to be a driving force of Oxnard's public park and open space network. Throughout the Masterplan, the project team established measures for incorporating these principles into the design, construction, and operation of parks. This Sustainability Plan & Guidelines recapitulates those measures into a consolidated appendix; it reinforces the practices needed for Oxnard to gain a successful built environment. Our sustainability measures can be divided into three categories - water, energy, and land resources/materials.



# Sustainable Water Use

**Sustainable Planting:** Native, drought-tolerant plantings should replace turf not being used for programming within parks. Sustainable planting will save significantly on water maintenance costs.

**Artificial Turf Fields:** Oxnard should convert over-time all multi-use and soccer fields to artificial turf. This transition will result in substantive financial savings by decreasing the water needed for maintenance.

**Reclaimed Water Sources:** The sizing of infrastructure to be less dependent on potable water sources. Opportunities can be utilized to make irrigation water costs significantly cheaper per 1000 gallons.

**Irrigation Improvements:** Retrofit of irrigation systems to computer-driven irrigation monitoring. This results in automated metric data, informing the City of leaks or efficiencies in real-time.

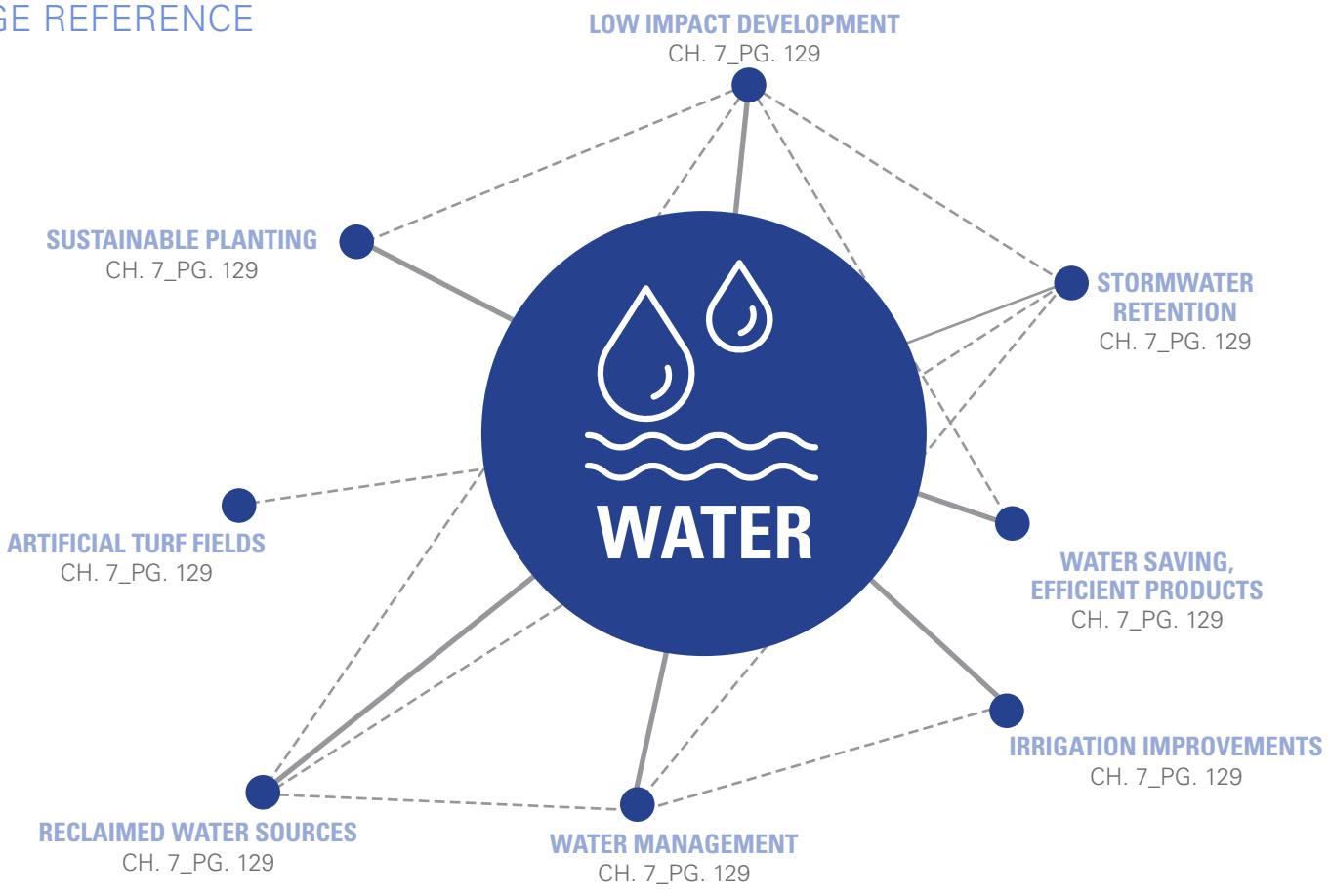
**Low Impact Development:** (LID) Can include a variety of methods to mitigate water use or runoff, such as bioswales, impervious pavement, green roofs, rainwater harvesting, and bioretention.

**Water Management:** Guides cities to update the design, delivery schedules, and pressure requirements of irrigation systems. Acts as an overall framework plan for whole city networks and individual sites.

**Stormwater Retention:** Stormwater management systems that collect and reuse water. It can greatly reduce the load on City utilities while providing an aesthetic means to promote responsible water use.

**Water Saving, Efficient Products:** Indoor products that rely on less potable water in public facilities. This includes low-flow toilets and bathroom faucets.

## PAGE REFERENCE



# Energy Efficiency In Parks

**LED Lighting in Parks:** Convert and implement LED Lighting in all Oxnard City Parks. LEDs use significantly less energy, as well as have the ability to be sensor-activated for less energy use.

**Smart Restroom Design:** New restroom designs should have skylights or solar panels to minimize lighting needs during daytime hours. Energy-efficient appliances should be installed to reduce water/lighting costs.

**Solar Panels on Facilities:** Incorporate solar panels on restrooms, pavilions, playgrounds, and other City facilities where feasible. Solar panels are a great option for lighting facilities at night for a reduced cost.

**Low Impact Development:** (LID) Can include a variety of methods to mitigate demand on utilities, thus saving energy. Examples include green roofs, bioretention, and rainwater collection.

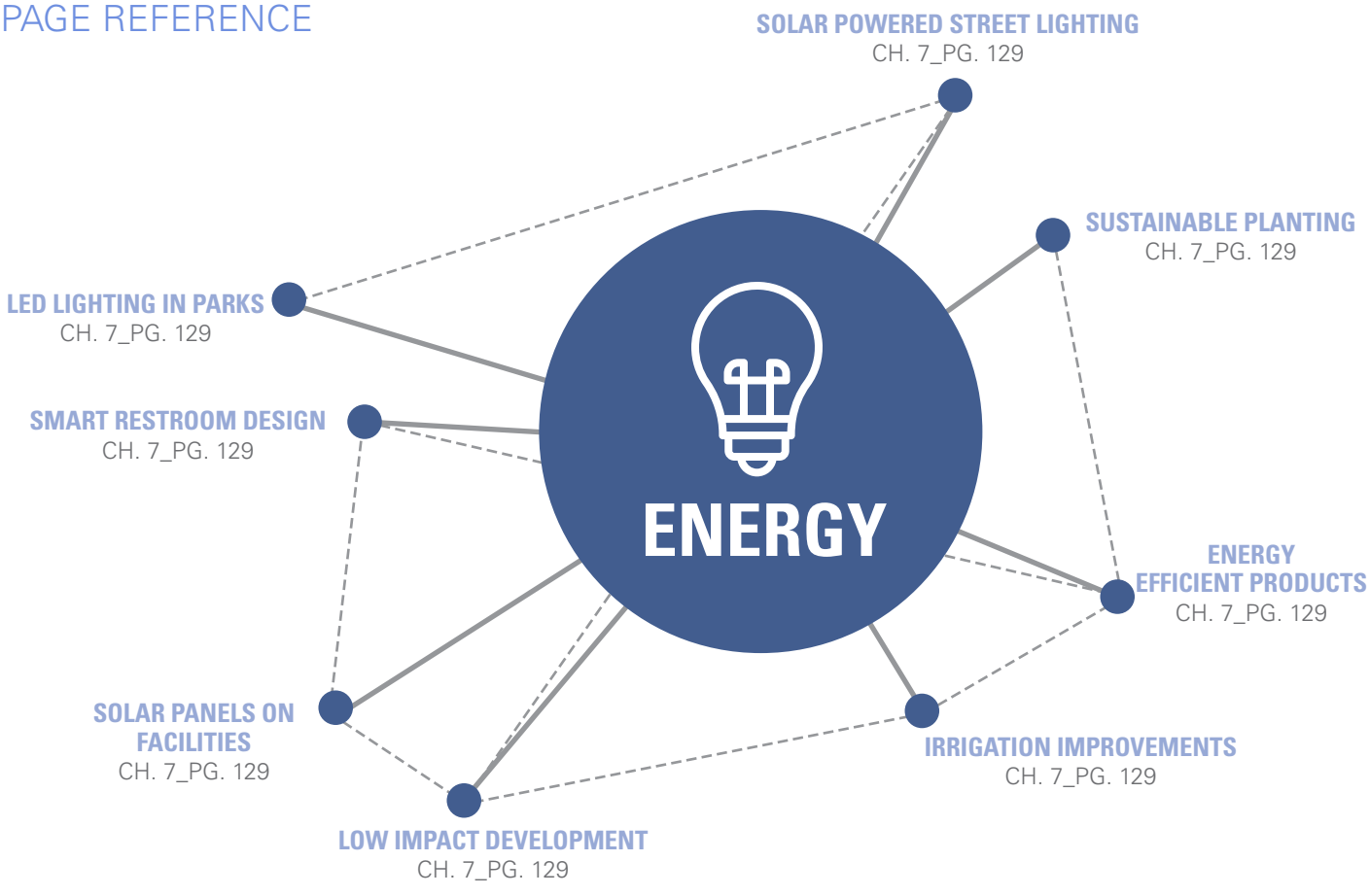
**Solar Powered Street Lighting:** Oxnard's streets should use solar-powered, LED street lamps versus traditional models.

**Sustainable Planting:** Native, drought-tolerant plantings should replace turf not being used for programming within parks. Sustainable planting will not only save water but energy and electricity for maintenance.

**Energy Efficient Products:** New restrooms or park facilities will incorporate energy-efficient products, such as ENERGY STAR-rated appliances, to save on costs.

**Irrigation Improvements:** Improved technology can allow irrigation systems to adjust their water-flow settings to match weather patterns automatically. This saves energy and adjusts irrigation to only what is needed.

## PAGE REFERENCE



# Land Resources & Materials

**Long-Lasting, Durable Materials:** Select materials that will have a longer life for its value. While many durable products are a lot more expensive, having a longer "shelf-life" will actually save the City money in the future.

**Recycled Materials:** Select materials that will minimize resources. Oxnard should strive for using recycled products that have long shelf lives and are locally sourced.

**Bike Infrastructure:** Invest in bike infrastructure to promote sustainable transportation methods and less reliance on automobiles.

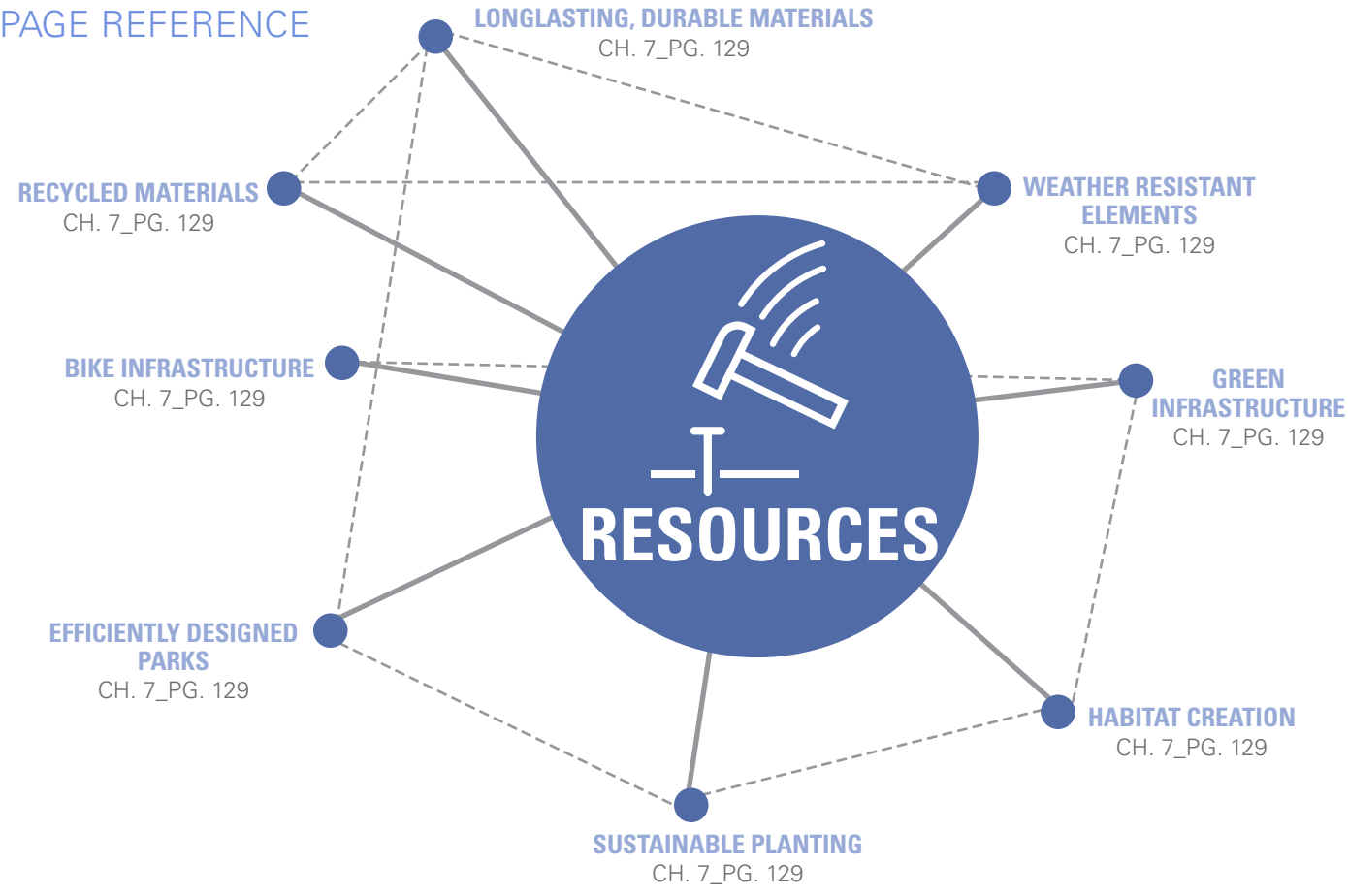
**Efficiently Designed Parks:** Oxnard's parks should be dual-purpose and used efficiently to promote the sustainable usage of land resources. Parks should be dual-purpose and designed to maximize the potential for programming needs.

**Sustainable Planting:** Native, drought-tolerant plantings should replace turf not being used for programming within parks. Sustainable planting creates an opportunity for ecological diversity and habitat creation.

**Habitat Creation** and restoration of habitats in public parks enhance biodiversity. It promotes the generation of natural resources, including the development of animal and plant life.

**Green Infrastructure:** Developing projects, such as restoring Ormond Beach & the Santa Clara River Trail, that enhance the natural environment while providing opportunities for community resources.

PAGE REFERENCE



# Appendix C: State of The System Report & Parks Scorecard

## Table of Contents

1. Introduction……. 1

2. Workshop Objectives……. 1

3. Where and When……. 1

4. Outreach and Attendance……. 1

5. Workshop Format and Activities…… 2

**Appendix A:** Workshop Flyer

**Appendix B:** Comment Card Topic Tabulation

**Appendix C:** Giant Map Activity

**Appendix D:** Conversation Wall Activity Topic Tabulation

**Appendix E:** Games Activity Topic Tabulation

**Appendix F:** Kids' Art Activity Topic Tabulation

# Community Workshop Summary 1

## Oxnard Parks and Recreation Master Plan
## Community Workshops | Round 1

---

## SUMMARY

**Draft | January 29, 2019**

**Prepared for:**

City of Oxnard

**Prepared by:**

Kearns & West, in Partnership with Design Workshop

## 1. Introduction

**Purpose**

The City of Oxnard (City) has initiated preparation of a Parks and Recreation Master Plan for the City of Oxnard. The focus is on developing a Parks and Recreation Master Plan that serves residents' recreational needs and enhances quality of life. Guided by the Community Engagement Plan, the City conducted the first round of community workshops on two consecutive days in January 2019, to solicit meaningful input to inform the Parks and Recreation Master Plan. This summary includes five sections: Introduction, Workshop Objectives, Where and When, Outreach and Attendance, and Format and Activities. The Appendices contain the workshop flyer and report on input received during the workshop activities.

## 2. Workshop Objectives

The objectives for the first round of community workshops were to:

- Inform community members about the Parks and Recreation Master Plan purpose, contents, preparation process, and implementation process.
- Learn from community members:
    - What currently draws them to the parks and what they enjoy at the parks
    - What community needs are currently unmet by the parks
    - What improvements should be made
- Involve community members in considering tradeoffs in meeting park improvement needs and priorities and funding limits.

## 3. Where and When

The workshops were held on two consecutive days in two different locations in Oxnard. The first workshop was held on the south side of Oxnard, and the second workshop was held in central Oxnard, as shown in Table 1.

| Where | When |
|---|---|
| South Oxnard Community Center<br>200 East Bard Road | Wednesday, January 9, 4:00-8:00 p.m. |
| Oxnard Performing Arts Center<br>800 Hobson Way | Thursday, January 10, 4:00-8:00 p.m. |

## 4. Outreach and Attendance

The City used multiple methods to inform community members about the workshop and to encourage participation. Approximately 120 people attended the January 9th workshop, and approximately 80 attended the January 10th workshop, for a total of approximately 200.

The City used multiple methods for publicizing the community workshops, including:

- City of Oxnard website home page post

- Email announcements, including the flyer and request to forward the announcement to others, sent to:
    - City Council
    - Parks, Recreation and Community Services Commission
    - Advisory Committee
    - Project Contact List
- City of Oxnard Facebook and Nextdoor networks
- Neighborhood Councils
- Department of Recreation and Community Service contacts
- **ERIC- please ass others such as radio interviews, press release, ect**

## 5. Format and Activities

Both community workshop were conducted using an identical open house format. Six stations were set up with different information and input activities for participants. At the first station, Registration, participants signed in and received stamp cards to encourage them to visit each station to obtain a stamp. At the exit, participants could exchange their completed stamp card for a raffle ticket to win a door prize. Additionally, participants received comment cards at registration.

The workshop was held in a trilingual environment, with English-speaking and Spanish-speaking project team members at each station. Two Mixteco translators from MICOP circulated throughout the workshop. Additionally, all materials and instructions were presented in Spanish and English, and the Conversation Wall questions were printed in Spanish, English, and Mixteco.

Each station's purpose and input activity is described in Table 2 below:

***Table 2 – Station Descriptions***

| Station Number and Title | Purpose | Activity | Activity Tabulation Results |
|---|---|---|---|
| **1. Registration** | • Welcome participants and describe workshop format and stamp card activity.<br>• Provide sign-in sheet to gather contact information for future communications.<br>• Collect contact information for future communications. | • Introduction to stamp card<br>• Comment card distribution | See Appendix B |
| **2. Giant Map Station** | • Inform attendees about the Parks | • Video presentation | See Appendix C |

| | | | |
|---|---|---|---|
| | and Recreation Master Plan process.<br>• Create a visual display of where attendees traveled from to attend the workshop. | describing the Parks and Recreation Master Plan process played on a loop in both Spanish and English.<br>• Activity where participants placed a red pin on the map where they live and a blue pin at the park they visit the most. A project team member then tied a string between the two locations. | |
| **3. Conversation Wall** | • Solicit specific input on questions to be addressed in the Parks and Recreation Master Plan. | • Activity where participants used marking pens to write answers on wall display to three questions, printed in English, Spanish, and Mixteco:<br>○ What about Oxnard's parks do you and your friends and family like the most?<br>○ What do you and your friends and family need but don't find in the parks?<br>○ What changes at the parks would make you go there more often?<br>• Displayed throughout the workshop so attendees could read their fellow community members' answers. | See Appendix D |
| **4. Games** | • Solicit input about how Oxnard | • Tradeoff Game: | See Appendix E |

| | | | |
|---|---|---|---|
| | residents would allocate limited budget for different amenities.<br>• Gather information about community members' impressions and perspectives about different park amenities, design, and planting styles. | Activity involved spending five coins on prioritized amenities, selecting among ten options priced one to three coins depending on actual construction cost.<br>• "Describe Me Game": Activity involved seven boxes with printed images related to parks and recreation, participants wrote their feelings about the images on a card and placed them in each box. | |
| **5. Survey Station** | • Introduce the public survey that was sent to the community in October 2018.<br>• Encourage participants to complete survey. | • Survey Completion, hard copy or online. | The completed surveys will be tabulated by the National Research Center, Inc. |
| **6. Kids' Art Activity** | • Solicit input from Oxnard youth. | • Activity involved participants drawing their ideal park | See Appendix F |

4

# APPENDIX A:

## Workshop Flyer

CITY OF OXNARD CALIFORNIA

# MAKE OXNARD'S PARKS BETTER | MEJORA LOS PARQUES DE OXNARD




Help us make Oxnard's parks better for you and your neighbors. Come to the community workshop, and make your voice heard!

Ayúdenos a mejorar los parques de Oxnard para usted y sus vecinos. ¡Ven al taller comunitario y haz oír tu voz!

**Choose your day! Drop-in between 4pm and 8pm!**
**¡Elige tu día! ¡Presentarse entre 4pm y 8pm!**

**Both workshops will have the same agenda and discussion activities. Choose the workshop date that is most convenient for you!** The workshop will be in English & Spanish! Snacks will be provided!

**Ambos talleres tendrán la misma agenda y actividades de discusión. ¡Elige la fecha del taller que más te convenga!** ¡El taller será en inglés y español! Se proveerán refrigerios!

Have questions? ¿Tiene preguntas?
Eric Humel, Interim Project Manager
(805) 271-2231
eric.humel@oxnard.org

## Join Us! | Únase a nosotros!

**DAY 1 / DÍA 1** 4:00 pm - 8:00 pm
January 9, 2019
The South Oxnard Community Center
200 E. Bard Road, Oxnard, CA 93030

**DAY 2 / DÍA 2** 4:00 pm - 8:00 pm
January 10, 2019
Oxnard Performing Arts Center
800 Hobson Way, Oxnard, CA 93030

# APPENDIX B

## Comment Card Topic Tabulations

# APPENDIX C:

## Giant Map Activity

# APPENDIX D:

## Conversation Wall Activity Topic Tabulation

| What about Oxnard's parks do you and your friends and family like the most? | |
|---|---|
| **Topic** | **Count** |
| **Playing soccer** | 11 |
| **Taking Walks** | 8 |
| **Cleanliness** | 7 |
| **Playing** | 6 |
| **Exercising** | 5 |
| **Open Space** | 5 |
| **Spending time with family** | 5 |

| What do you and your friends and family need but don't find in the parks? | |
|---|---|
| **Topic** | **Count** |
| **More lighting** | 26 |
| **Cleaner/better bathrooms** | 9 |
| **Better safety/security** | 6 |
| **Soccer fields** | 6 |
| **Better maintenance/cleaning** | 5 |
| **Dedicated pet areas** | 5 |

| What changes at the parks would make you go there more often? | |
|---|---|
| **Topic** | **Count** |
| **More lighting** | 15 |
| **Better maintenance/upkeep** | 13 |
| **Clean, accessible restrooms** | 12 |
| **More hiking/walking paths** | 6 |
| **Better safety/security** | 5 |
| **Dedicated pet areas** | 5 |
| **Addressing homelessness** | 5 |

# APPENDIX E:

## Games Activity Topic Tabulation – Tradeoff Game

| Topic | Count |
|---|---|
| **Soccer field** | 24 |
| **Nature trails** | 80 |
| **Swimming pool** | 56 |
| **Playground** | 55 |
| **Baseball field** | 37 |
| **Dog park** | 36 |
| **Protected bike lanes** | 32 |
| **Environmental education** | 25 |
| **Basketball courts** | 22 |
| **Community center** | 14 |
| **Tennis** | 10 |
| **Community garden** | 12 |

*Note: Some participants placed all five coins into one bucket.*

# APPENDIX E:

## Games Activity Topic Tabulation – "Describe Me" Game



| Topic | Count |
|---|---|
| **Short, general, positive comments ("I like it," "Beautiful," etc.)** | 50 |
| **Clean or maintained** | 20 |
| **Like playset** | 16 |
| **Like grass, green or open space** | 11 |
| **Good for families** | 9 |
| **Good for kids** | 8 |
| **Good for social activities, parties, birthdays, etc.** | 8 |
| **Like trees or shade** | 6 |



| Topic | Count |
|---|---|
| **Short, general, positive comments (“I like it,” “Beautiful,” etc.)** | 20 |
| **Dry, needs watering or grass** | 20 |
| **Short generally negative statements (“I don’t like it,” “Boring,” etc.)** | 15 |
| **Peaceful, relaxing, or good for meditation** | 13 |
| **Educational** | 10 |
| **Nice place for a walk** | 9 |
| **Drought tolerant or environmentally friendly** | 8 |
| **Nature** | 8 |



| Topic | Count |
|---|---|
| **Natural, wild, open space, habitat** | 32 |
| **Scary, dangerous, ugly, or would not go there** | 19 |
| **Needs maintenance, work, or landscaping** | 16 |
| **Short, general, positive comments (“I like it,” “Beautiful,” etc.)** | 11 |
| **Needs trails or paths** | 10 |
| **Wasteland, abandoned, or wasted land** | 10 |
| **Nice hiking trail** | 10 |
| **Develop into soccer fields** | 5 |



| Topic | Count |
|---|---|
| **Short, general, positive comments (“I like it,” “Beautiful,” etc.)** | 29 |
| **Good for walking** | 27 |
| **Peaceful, relaxing, or calming** | 12 |
| **Need or want this in Oxford** | 11 |
| **Clean** | 6 |
| **Safe** | 6 |
| **Needs lighting** | 5 |



| Topic | Count |
|---|---|
| **Dry** | 20 |
| **Needs maintenance** | 15 |
| **Ugly or unappealing** | 14 |
| **Good place to walk dogs** | 13 |
| **Needs more green trees, grass, or plants** | 12 |
| **Nice hiking trail** | 10 |
| **Need or want this in Oxford** | 8 |
| **Short, general, positive comments (“I like it,” “Beautiful,” etc.)** | 8 |



| Topic | Count |
|---|---|
| **Natural, wild, open space, habitat** | 32 |
| **Scary, dangerous, ugly, or would not go there** | 19 |
| **Needs maintenance, work, or landscaping** | 16 |
| **Short, general, positive comments (“I like it,” “Beautiful,” etc.)** | 11 |
| **Needs trails or paths** | 10 |
| **Wasteland, abandoned, or wasted land** | 10 |
| **Nice hiking trail** | 10 |
| **Develop into soccer fields** | 5 |



| Topic | Count |
|---|---|
| **Short, general, positive comments ("I like it," "Beautiful," etc.)** | 29 |
| **Good for walking** | 27 |
| **Peaceful, relaxing, or calming** | 12 |
| **Need or want this in Oxford** | 11 |
| **Clean** | 6 |
| **Safe** | 6 |
| **Needs lighting** | 5 |



| Topic | Count |
|---|---|
| **Short, general, positive comments (“I like it,” “Beautiful,” etc.)** | 46 |
| **Need or want this in Oxford** | 28 |
| **Good for soccer** | 17 |
| **Good for sport or exercise** | 14 |
| **High maintenance** | 6 |



| Topic | Count |
|---|---|
| **Good for biking** | 28 |
| **Short, general, positive comments (“I like it,” “Beautiful,” etc.)** | 27 |
| **Needs maintenance** | 12 |
| **Fun, or good place to spend time** | 10 |
| **Good place to be active or exercise** | 8 |
| **Need protected bike lanes or paths** | 8 |
| **Relaxing or peaceful** | 6 |
| **Beach** | 5 |

**Needs Picture**

| Topic | Count |
|---|---|
| **Needs maintenance** | 30 |
| **Short generally negative statements (“I don’t like it,” “Ugly,” etc.)** | 18 |
| **Short, general, positive comments (“I like it,” “Beautiful,” etc.)** | 13 |
| **Needs more grass** | 12 |
| **Needs more to be usable park** | 10 |
| **Could be used for soccer fields** | 7 |
| **Dry** | 5 |

# APPENDIX F:

## Kids' Art Activity Topic Tabulation

| Topic | Count |
|---|---|
| **Soccer** | 30 |
| **Tree** | 9 |
| **Open Space** | 7 |
| **Grassy Area** | 5 |
| **Playground** | 5 |
| **Swimming Pool** | 5 |

*Note: Children and Adults participated and made drawings.*

# Community Workshop Summary 2

## Oxnard Parks and Recreation Master Plan
## Community Workshops | Round 2

---

## SUMMARY

**Prepared for:**

City of Oxnard

**Prepared by:**

Kearns & West, in Partnership with Design Workshop

## Table of Contents

1. Introduction……1

2. Workshop Objectives……1

3. Where and When……1

4. Outreach and Attendance…… 2

5. Workshop Format and Activities……5

**Appendix A:** Parks and Recreation Master Plan Process Chart Poster

**Appendix B:** Park Inspiration Posters

**Appendix C:** Nature Access Poster s

**Appendix D:** Athletic Fields Posters

**Appendix E:** Survey Results Posters

**Appendix F:** Workshop 1 Results Posters

**Appendix G:** Comment Card Input

**Appendix H:** Discussion Group Notes

**Appendix I:** Kid's Art Activity

## 1. Introduction

**Purpose**

The City of Oxnard (City) has initiated preparation of a Parks and Recreation Master Plan for the City. The focus is on developing a Parks and Recreation Master Plan that serves residents' recreational needs and enhances quality of life. Guided by the Community Engagement Plan, the City conducted the second round of community workshops on two consecutive days in April 2019. The purpose was to share the results from the first round of community workshops in January 2019 and solicit meaningful input on the results to further inform the Parks and Recreation Master Plan. This summary includes five sections: Introduction, Workshop Objectives, Where and When, Outreach and Attendance, and Workshop Format and Activities. The Appendices contain the posters presented in the workshops and reporting on input received during the workshop activities.

## 2. Workshop Objectives

The objectives for the second round of community workshops were to:

- Present results from the Round 1 community workshop and surveys.
- Inform community members about the Parks and Recreation Master Plan process and next steps for implementation.
- Solicit from community members:
    - Thoughts about the survey results
    - Overall support, feelings, or recommendations for protected bike lanes
    - Feedback on images of example parks
    - Preference for soccer field additions
- Involve community members in considering tradeoffs in meeting park improvement needs and priorities with funding limits.

## 3. Where and When

The workshops were held on two consecutive days in two different locations in Oxnard. The first workshop was held in central Oxnard, and the second workshop was held on the south side of Oxnard, as shown in Table 1.

***Table 1 – Workshop Meeting Location and Time***

| Where | When |
|---|---|
| Oxnard Performing Arts Center<br>800 Hobson Way | Wednesday, April 24, 2019 4:00-8:00 p.m. |
| South Oxnard Community Center<br>200 East Bard Road | Thursday, April 25, 2019, 4:00-8:00 p.m. |

1

## 4. Outreach and Attendance

The City used multiple methods to inform community members about the workshop and to encourage participation. The City publicized the community workshops in multiple ways, including:

- City of Oxnard website home page post
- Email announcements, including the flyer and request to forward the announcement, sent to:
    - City Council
    - Parks, Recreation and Community Services Commission
    - Advisory Committee
    - Project Contact List
- City of Oxnard Facebook and Nextdoor networks
- Neighborhood Councils
- Department of Recreation and Community Service contacts

## 5. Workshop Format and Activities

Both community workshops were conducted using the same format, which consisted of open topical open house stations and discussion groups. At the first station, Registration, participants signed in, heard information about the stations and discussion groups, and received a number for their discussion group. Attendees then circulated through the stations, which were each staffed by Spanish-speaking and English-speaking project team members, who explained the information and answered questions. Each station's purpose and input activity are described in Table 2.

Additionally, participants received comment cards at registration. Please see **Appendix G** for tabulation of comment card topics.

### Discussion Groups

At two points in the Round 2 workshops, 5:00 p.m. and 6:30 p.m., participants were invited to join one of three discussion groups depending on the number assigned to them at registration. The discussion groups were set up in different corners of the room and staffed by a team leader and a facilitator, who led the discussion either in Spanish or English. The team leader presented the posters displayed at stations three through five (Park Inspiration, Access to Nature, and Athletic Fields), as well as the October 2018 survey results, and the Parks and Recreation Master Plan process chart. The facilitator took notes on a flip chart in front of the group. The

purpose of the discussion groups was to generate conversation among community members about the workshop displays and solicit feedback on the following questions:

- What is your reaction to the survey results? Are you surprised, or are any of the results unreasonable?
- Is the idea of protected bike lanes supported, desired, or thought to be feasible?
- Do you feel that the ideas presented for soccer fields would work in Oxnard? Did any characteristics of the designs stand out to you in particular?
- Did any of the images of the example parks excite you, and if so which parks and which aspects?

Each discussion group lasted 45 minutes and was facilitated in an open conversation-style format. From these questions some major themes emerged:

- The survey results were not surprising.
- Protected bike lanes are highly desired, especially bike lanes with a physical barrier.
- Community members expressed concern about the addition of new soccer fields conflicting with the amount of space used for agriculture.
- Community members liked the idea of enhancing existing soccer fields and allowing them to be open later.
- Nature paths through the parks are highly desired.
- There is a strong need for maintained bathrooms that are open until a later time and are equipped for better lighting.

Please see **Appendix H** for the discussion group notes.

3

***Table 2 – Station Descriptions***

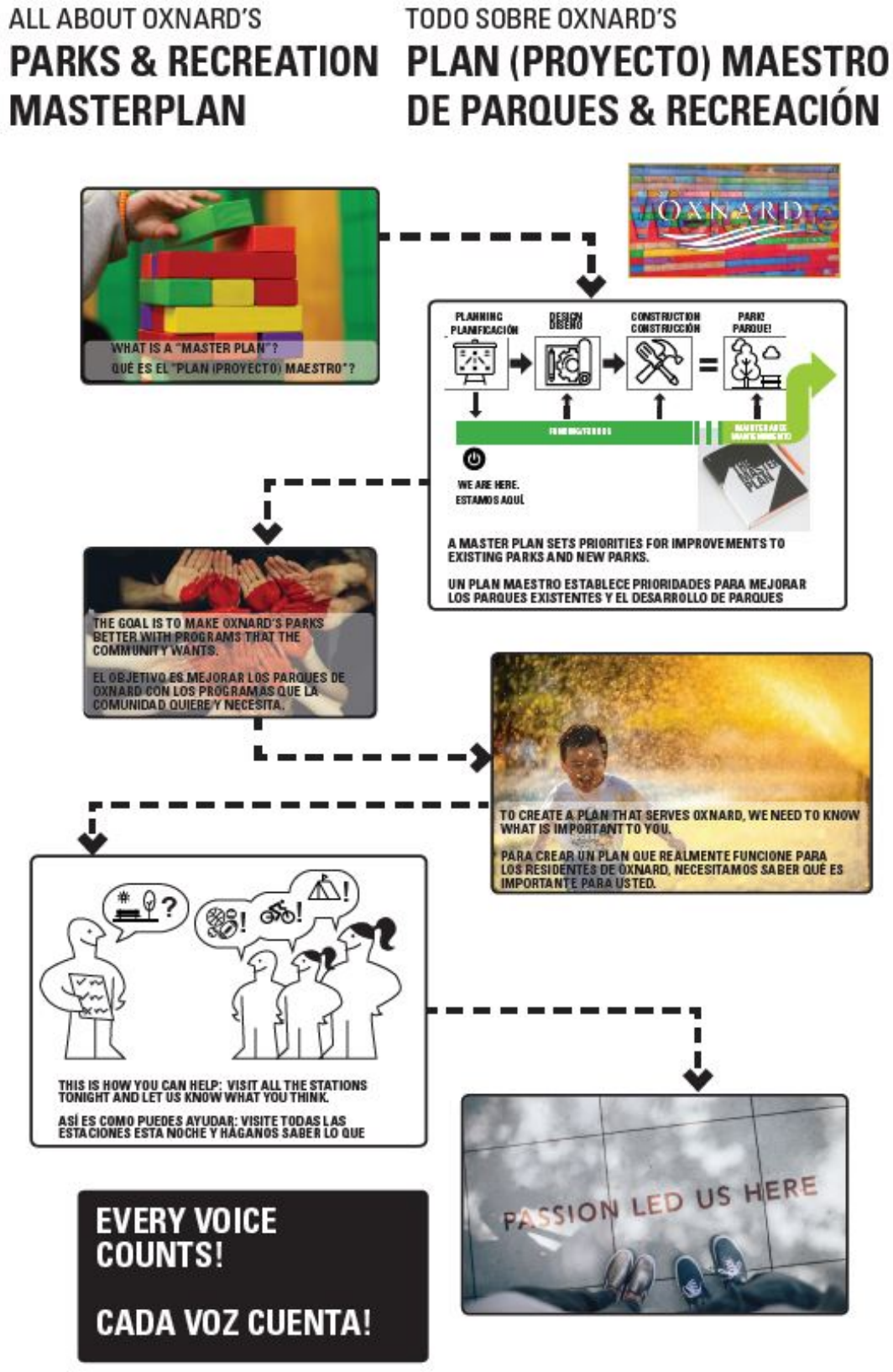
| Station Number and Title | Purpose | Activity | Materials |
|---|---|---|---|
| **1. Registration** | • Welcome participants and describe workshop format<br>• Provide sign-in sheet<br>• Collect contact information for future communications<br>• Assign discussion group number<br>• Provide raffle ticket | • Comment card distribution<br>• Discussion group assignment | |
| **2. Orientation** | • Display information on the Parks and Recreation Master Plan process, purpose, and how to be involved | • No activity required | Appendix A |
| **3. *Solutions Exploration* – Park Inspiration** | • Provide ideas and inspiration for park design<br>• Solicit feedback on park amenities shown in example photos | • Review graphic display and ask questions or provide comment | Appendix B |
| **4. *Solutions Exploration* – Nature Access** | • Provide ideas and inspiration for nature access trails and walkways<br>• Solicit feedback on preferred designs for nature access trails and walkways | • Review graphic display and ask questions or provide comment | Appendix C |
| **5. *Solutions Exploration* – Athletic Fields** | • Provide ideas and inspiration for soccer field designs<br>• Solicit feedback on preferred soccer field design and amenities | • Review graphic display and ask questions or provide comment | Appendix D |
| **6. Kids' Art Activity** | • Solicit input from Oxnard youth, informal childcare for parents so that they could participate | • Activity involved participants drawing an answer to the question: "How can we save water in our parks?" | Appendix I |
| **7. Refreshments** | • Provide snacks to attendees | | |

| | | | |
|---|---|---|---|
| **8. Survey Results and Round 1 community workshop Results** | • Share results from the survey sent to community members in October 2018<br>• Solicit feedback on survey results<br>• Share summarized feedback from Round 1 workshops<br>• Solicit feedback on workshop results | • Review data and graphic display and ask questions or provide comment | Appendices E and F |
| **9. Meet your City Parks and Recreation Commission Members** | • Provide attendees with the opportunity to meet their Parks and Recreation Commission Members | • Meet and greet | |

5

# APPENDIX A:

## Parks and Recreation Master Plan Flow Chart Poster



# APPENDIX B

## Park Inspiration Posters

PRECEDENT PARK/PARQUE DE EJEMPLO

### BLUFF CREEK PARK. PLAYA VISTA



CREATIVE PLAYGROUND DESIGN
DISEÑO CREATIVO DEL PATIO DE RECREO



MODERN, CONTEMPORARY DOG PARK
MODERNO, PARQUE CONTEMPORÁNEO PARA PERROS



VARIETY OF NATURAL & SUSTAINABLE MATERIALS
VARIEDAD DE MATERIALES NATURALES & SOSTENIBLES



SYNTHETIC SOCCER FIELD FOR ALL YEAR PLAY
CAMPO DE FÚTBOL SINTÉTICO PARA TODO EL AÑO

### FLATAS PARK. SWEDEN



UNIQUE PLAY SPACES
ESPACIOS DE JUEGOS ÚNICOS

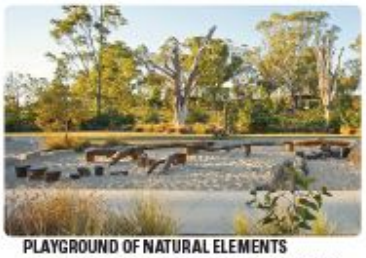


INVITING WALKING PATH THROUGH THE LANDSCAPE
ATRAYENTES CAMINOS A TRAVÉS DEL PAISAJE



PRECEDENT PARK/PARQUE DE EJEMPLO

# LIZARD LOG PARK. AUSTRALIA



PLAYGROUND OF NATURAL ELEMENTS
PATIO DE RECREO Y ELEMENTOS NATURALES



UNIQUE LAYOUT
DISEÑO ÚNICO



ACTIVE PLAY
JUEGO ACTIVO



VARIETY OF PLAY SPACES AND WALKING PATHS
VARIEDAD DE ESPACIOS DE JUEGOS Y CAMINOS



"PICNIC PODS"
"VAINAS DE PICNIC"



MIX OF TURF AND NATIVE PLANTINGS
MEZCLA DE CÉSPED Y PLANTAS NATIVAS



WELL-DESIGNED BATHROOMS
BAÑOS BIEN DISEÑADOS



PRECEDENT PARK/PARQUE DE EJEMPLO

# MAGGIE DALEY PARK. CHICAGO



SENSE OF DISCOVERY
SENTIDO DE DESCUBRIMIENTO



HILLS, VALLEYS, & PLAY SPACES
MONTAÑA, VALLES, & ESPACIO PARA JUEGOS



PLACES FOR CASUAL PLAY AND HANGING OUT
LUGARES PARA JUEGOS CASUALES Y PASAR EL RATO



CLIMBING WALL
PAREDES DE ESCALA



INVENTIVE PLAYGROUND
INVENTOS DE PATIOS DE RECREO



SKATING PATH
PISTA DE PATINAJE



DUAL PURPOSE BENCHES
BANCAS DE DOS USOS

## SCALE COMPARISON COMPARACIÓN DE ESCALA



MAGGIE DALEY PARK ~27 ACR



CAMPUS PARK ~33 ACR



COLLEGE PARK ~77 ACR



SPORTS PARK ~26 ACR

PRECEDENT PARK/PARQUE DE EJEMPLO

## BLUFF CREEK PARK. PLAYA VISTA



CREATIVE PLAYGROUND DESIGN
DISEÑO CREATIVO DEL PATIO DE RECREO



MODERN, CONTEMPORARY DOG PARK
MODERNO, PARQUE CONTEMPORÁNEO PARA PERROS



VARIETY OF NATURAL & SUSTAINABLE MATERIALS
VARIEDAD DE MATERIALES NATURALES & SOSTENIBLES



SYNTHETIC SOCCER FIELD FOR ALL YEAR PLAY
CAMPO DE FÚTBOL SINTÉTICO PARA TODO EL AÑO

## FLATAS PARK. SWEDEN



UNIQUE PLAY SPACES
ESPACIOS DE JUEGOS ÚNICOS



INVITING WALKING PATH THROUGH THE LANDSCAPE
ATRAYENTES CAMINOS A TRAVÉS DEL PAISAJE

## SCALE COMPARISON COMPARACIÓN DE ESCALA



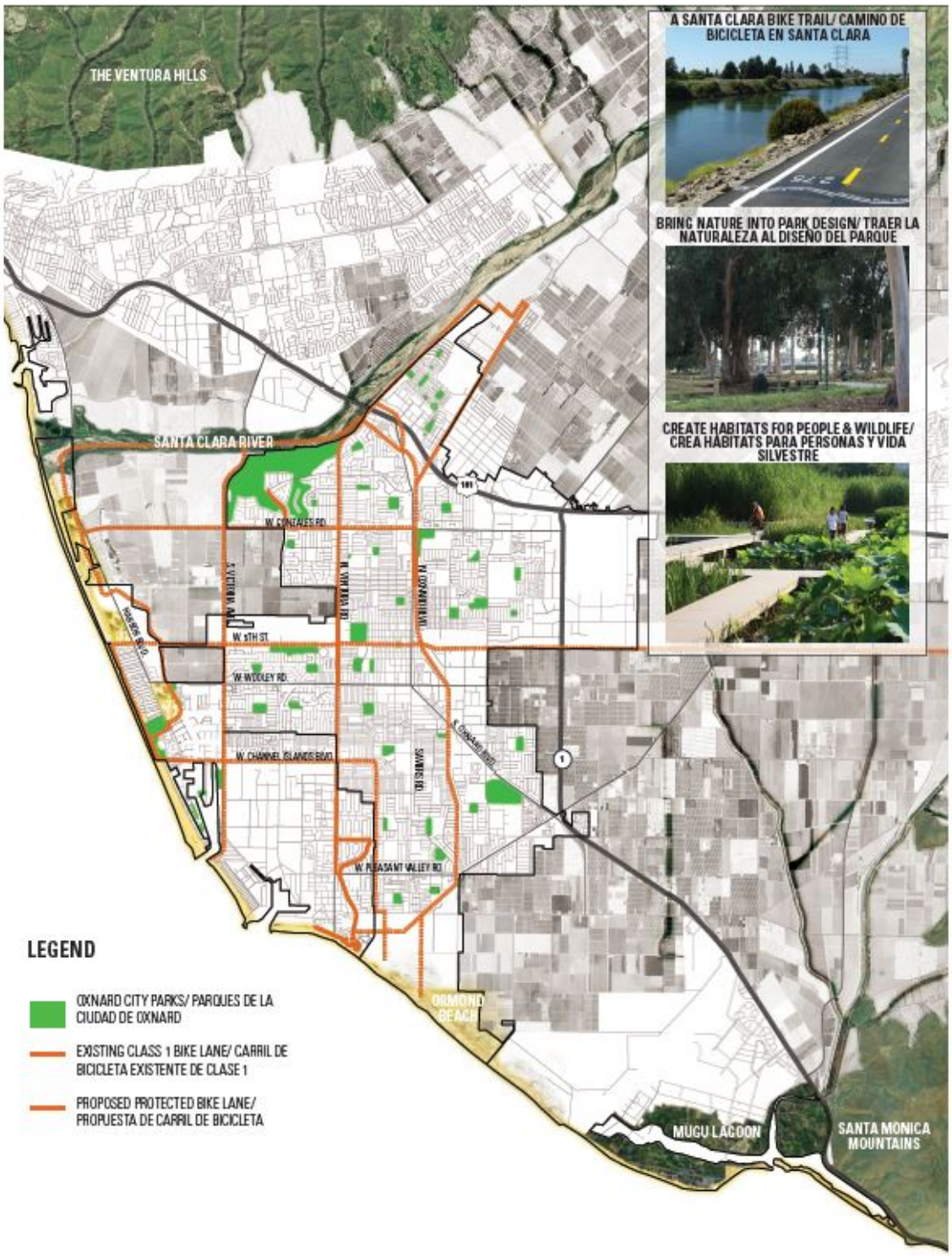
FLATAS PARK ~2.5 ACR | BLUFF CREEK PARK ~3.3 ACR | THOMPSON PARK ~2.7 ACR | LATHROP PARK ~2.96 ACR | COMMUNITY PARK EAST ~4.4 ACR

# APPENDIX C:

## Access to Nature Posters

ALL ABOUT OXNARD'S/ TODO SOBRE LA CONEXION

# NATURAL CONNECTION/ NATURAL DE OXNARD



COMMUNITY ENGAGEMENT

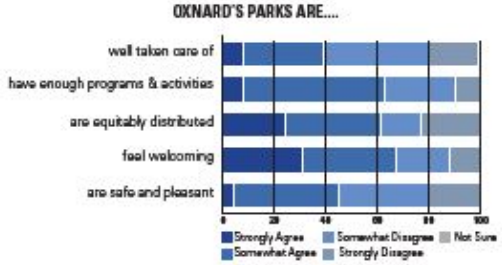
# MAILED SURVEY RESULTS

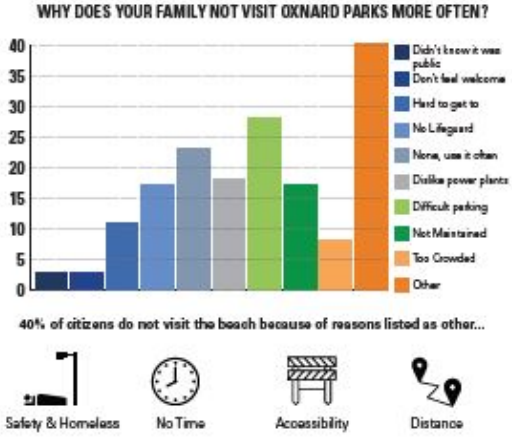


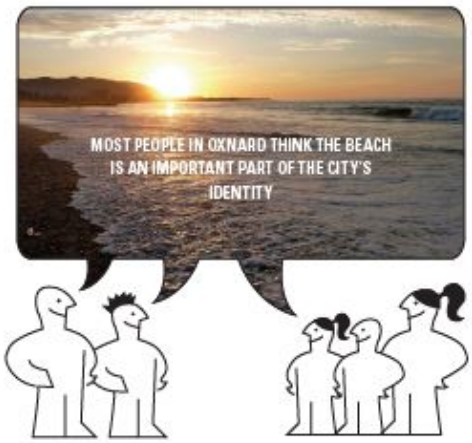






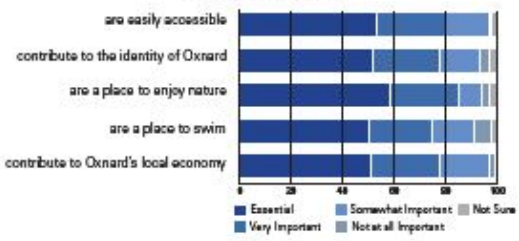









# APPENDIX D:

## Athletic Field Example Posters

PRECEDENT PARK/PARQUE DE EJEMPLO

**TUCKAHOE TURF FARMS.** NEW JERSEY



THE SOD FARM FITS 35 FULL SIZED FIELDS, ENDLESS PARKING, PORTABLE RESTROOMS AND CLUSTERS OF FOOD TRUCKS
EN LA GRANJA DE CÉSPED CABEN 35 CAMPOS DE TAMAÑO COMPLETO, ESTACIONAMIENTO SIN FIN, BAÑOS PORTÁTILES Y GRUPOS DE TROCAS DE COMIDA



THE FARM HAS SEEN OVER 300 TEAMS AND 25,000 VISITORS
LA GRANJA HA TENIDO A MÁS DE 300 EQUIPOS Y 25,000 VISITANTES



THE FARM HOSTS SEVEN MAJOR TOURNAMENTS A YEAR
LA GRANJA EN ANFITRIÓN DE SIETE GRANDES TORNEOS AL AÑO





SOD GETS SHIPPED TO STADIUMS WHEN READY, BUT FIRST THE KIDS GIVE IT A WORKOUT
EL CÉSPED SE ENVÍA A LOS ESTADIOS CUANDO ESTÁ LISTO, PERO PRIMERO, LOS NIÑOS TIENEN ENTRENAMIENTO



PRECEDENT PARKS/PARQUE DE EJEMPLO

# INDOOR RECREATION FACILITIES

## SANTA CLARITA SOCCER CENTER SANTA CLARITA, CA



LIL' KICKERS & LIL' SLUGGERS SOCCER LEAGUES
LIGA DE FÚTBOL LIL' KICKERS & LIL' SLUGGERS



SPORT LEAGUES AND ACTIVITIES FOR ALL AGES
LIGAS DEPORTIVAS Y ACTIVIDADES PARA TODOS LOS EDADES.



SPORTS CAMPS FOR YOUTH
CAMPAMENTOS DEPORTIVOS PARA JÓVENESSANTA

FEATURES:
- ADULT & YOUTH SOCCER LEAGUES/ LIGAS DE FÚTBOL PARA ADULTOS Y JÓVENES
- KIDS ACTIVITIES, CAMPS, AND MOVIES/ ACTIVIDADES PARA NIÑOS, CAMPAMENTOS, Y PELICULAS
- RENTAL SPACE/ ESPACIO DE RENTA

NUMBER OF FIELDS:
- (1) 6V6 FIELD/ CAMPO (40 YD. X 50 - 60 YD.)
- (2) 4V4 FIELD/ CAMPO (30 YD. X 40 - 50 YD.)

ESTIMATION OF GAME CAPACITY:
- ~540 GAMES PER MONTH/ JUEGOS POR MES

## UPLANDS SPORTS ARENA UPLANDS, CA



SPORTS CAMPS & CLASSES FOR CHILDREN OF ALL AGES
CAMPOS DEPORTIVOS Y CLASES PARA NIÑOS DE TODAS LAS EDADES



ADULT BOOTCAMP TRAINING
CAMPO DE ENTRENAMIENTO PARA ADULTOS



ADULT AND YOUTH SOCCER PROGRAMS
PROGRAMAS DE FÚTBOL PARA JOVENES Y ADULTOS

FEATURES:
- ADULT & YOUTH SOCCER LEAGUES/ LIGAS DE FUTBOL PARA A
- FULL SIZED SPORTS BAR RESTAURANT/ RESTAURANTE DE BARRA DE DEPORTES DE COMPLETO
- SPORTS CAMP/ CAMPAMENTO DE DEPORTES
- HEALTH RECOVERY CENTER/ CENTRO DE SALUD DE RECUPERACION
- RENTAL SPACE/ ESPACIO DE RENTA
- CHILD DEVELOPMENT CLASSES/CLASES DE DESARROLLO INFANTIL
- PAY-TO-PLAY/ PAGA-PARA-JUGAR

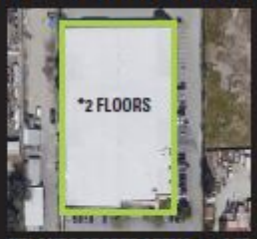
NUMBER OF FIELDS:
- (2) 7V7 FIELD/ CAMPO (40 YD. X 55 - 65 YD.)
- (2) 4V4 FIELD/ CAMPO (30 YD. X 40 - 50 YD.)

ESTIMATION OF GAME CAPACITY:
- ~720 GAMES PER MONTH/ JUEGOS POR MES

## SCALE COMPARISON COMPARACIÓN DE ESCALA



SANTA CLARITA SOCCER CENTER–1.75 ACR




UPLANDS SPORTS ARENA–1.4 ACR

# APPENDIX E:

## Survey Results Posters

COMMUNITY ENGAGEMENT

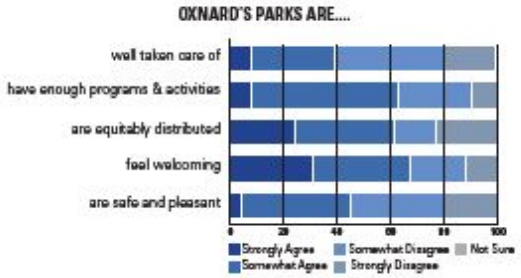
**MAILED SURVEY RESULTS**

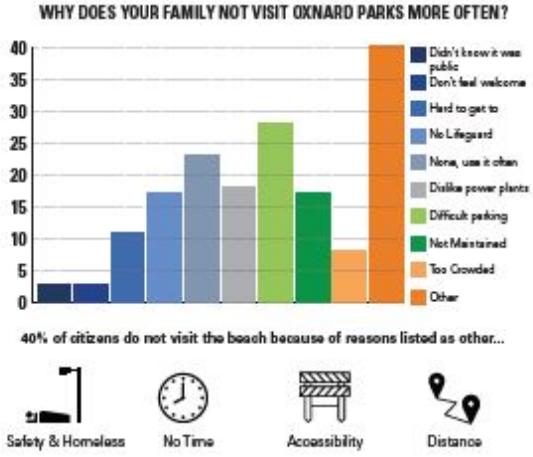








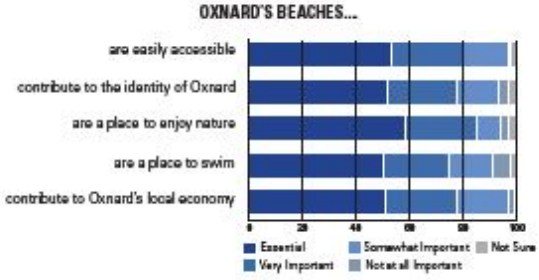









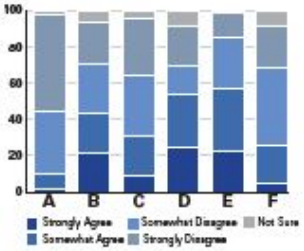



COMMUNITY ENGAGEMENT

# MAILED SURVEY RESULTS

### OXNARD'S PARKS ARE....

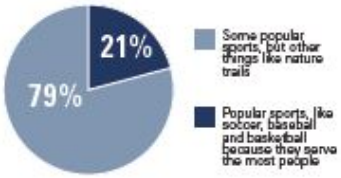
A: hard to get to
B: dont have enough restrooms
C: dont have enough amenities
D: dont have enough lighting
E: are not safety
F: are overcrowded




The majority of Oxnard residents believe....




### PARK SPACES SHOULD BE DEVOTED TO:

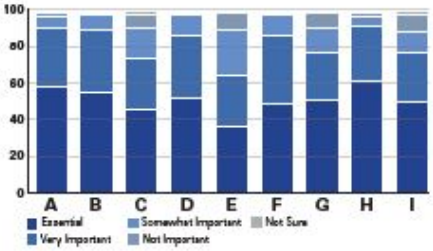



### NEW PARK SPACES SHOULD:




### FOR MY FAMILY, OXNARD'S PARKS ARE IMPORTANT BECAUSE THEY HAVE....

A: Green spaces within the City
B: Places for rest & relaxation
C: Sports Fields
D: Open grassy play spaces
E: Court sports (tennis/pickleball)
F: Family/group gathering places
G: Playground equipment
H: Places to walk or jog
I: Places for nature or wildlife

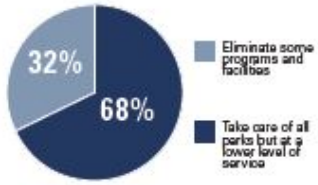



The majority of Oxnard residents believe....



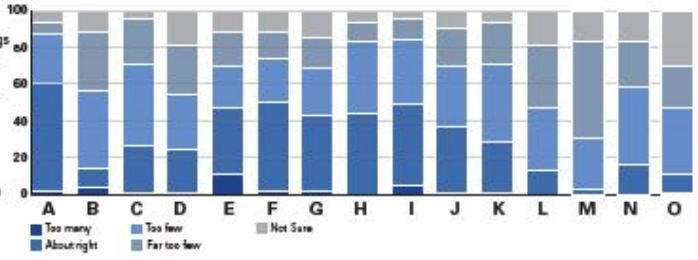
Access to all types of spaces, facilities and amenities are **essential** to the community.

### TO STAY WITHIN BUDGET THE CITY SHOULD:




### DO YOU THINK THERE ARE TOO MANY, TOO FEW, OR ABOUT THE RIGHT AMOUNT OF....

A: Playgrounds
B: Community Gardens
C: Park trails & paths
D: Places for off-leash dog play
E: Outdoor sports courts
F: Outdoor sports fields
G: Outdoor softball/baseball fields
H: Places for picnics
I: Places for group gatherings
J: Places for special events
K: Open and natural spaces
L: Indoor recreation/sports
M: Community centers
N: Swimming Pools
O: Environmental Education

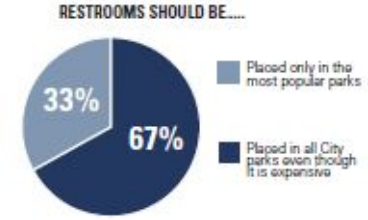


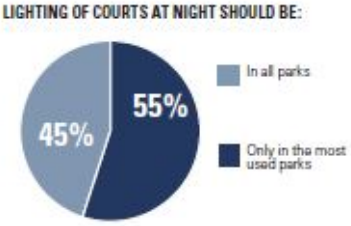

The majority of Oxnard residents believe....

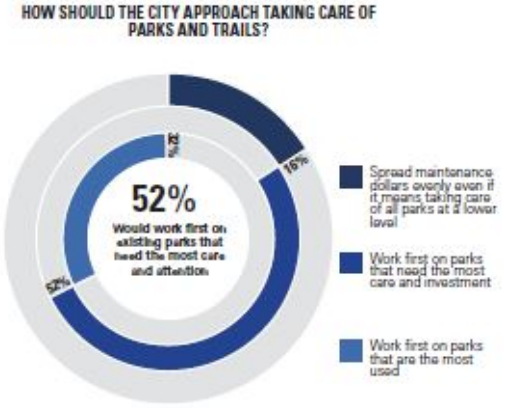


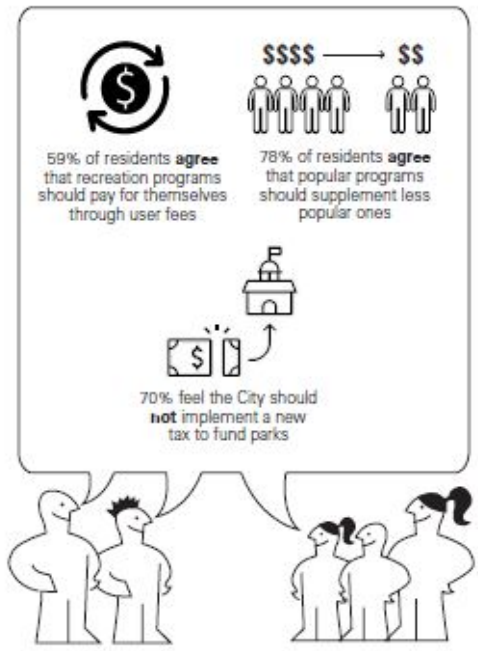
COMMUNITY ENGAGEMENT

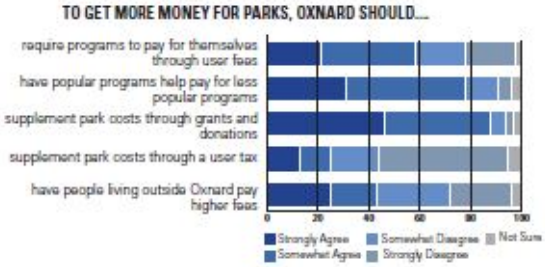
# MAILED SURVEY RESULTS

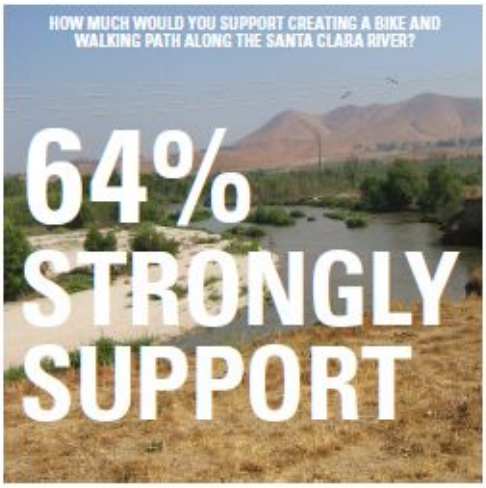


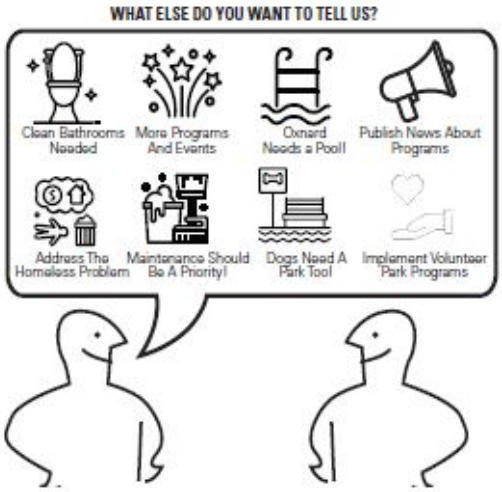



# APPENDIX F:

## Workshop 1 Results Posters

WHAT WE HEARD FROM YOU/ LO QUE ESCUCHAMOS DE TI

## COMMUNITY ENGAGEMENT RESULTS/ RESULTADOS DE TALLERES COMUNITARIOS





COMMUNITY GARDEN/ JARDÍN COMUNITARIO. EIBERHOOD, CO


SOCCER COMPLEX. SCOTTSDALE, AZ


EL MONTE AQUATIC CENTER/ CENTRO ACUÁTICO. EL MONTE, CA


BROOKLYN BRIDGE PLAYGROUND/ PUENTE DE RECREO BROOKLYN. BROOKLYN, NY


PLANO ENVIRONMENTAL EDUCATION CENTER/ CENTRO DE EDUCACIÓN AMBIENTAL BROCK. PLANO, TX


ROCK CREEK PARK TRAILS/ RUTAS DEL PARQUE ROCK CREEK. WASHINGTON, D.C


HARBOUR DRIVE PROTECTED BIKE LANE/ PISTA DE CARRERA DE BICICLETA PROTEGIDA HARBOUR. REDONDO BEACH, CA

WHAT WE HEARD FROM YOU/ LO QUE ESCUCHAMOS DE TI

# A GOOD PARK..../ UN BUEN PARQUE....



IS INCLUSIVE OF ALL AGES AND ABILITIES/
INCLUYE TODAS LAS EDADES Y HABILIDADES



HAS A VARIETY OF SPACES AND ACTIVITIES/ TIENE UNA
VARIEDAD DE ESPACIOS Y ACTIVIDADES



CONNECTS PEOPLE WITH NATURE/ CONECTA A LAS
PERSONAS CON LA NATURALEZA



IS A CENTER FOR THE COMMUNITY / ES UN CENTRO PARA LA COMUNIDAD



REFLECTS THE COMMUNITY'S CULTURE/ REFLEJA LA CULTURA



IS BEAUTIFUL / ES BONITO



TAKES CARE OF THE EARTH/ CUIDADO DE LA TIERRA



IS EASY TO GET TO/ ES FÁCIL DE LLEGAR

# APPENDIX G:

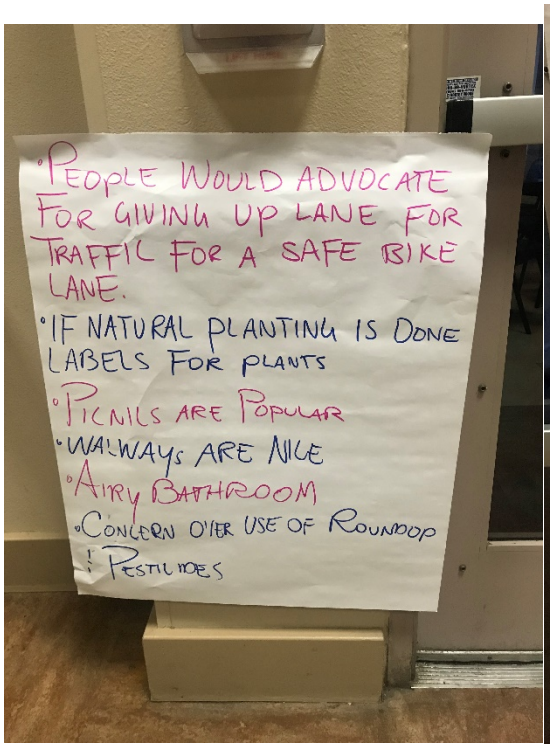
## Comment Card Input

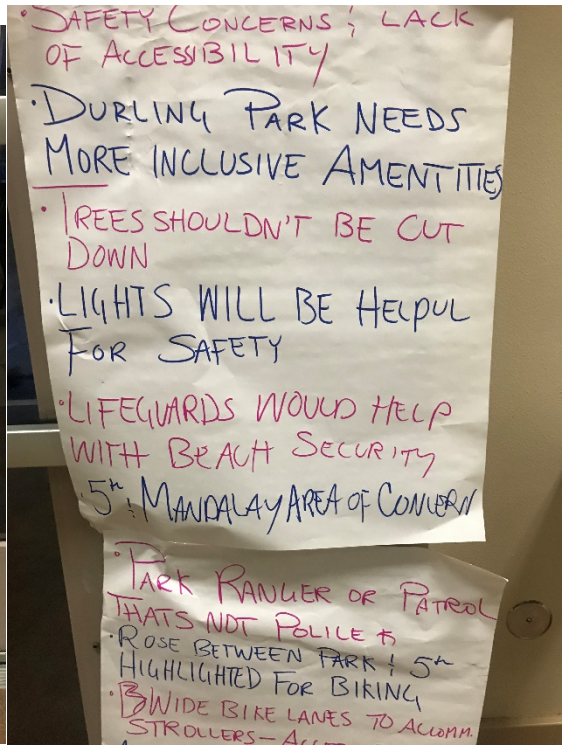
- "Do more outreach to get people to come. Signs throughout the city – publicity."
- "Would like to see more nature involved with parks that benefit the environment. Would also love to see a center for kids in which they can have activities. The idea of a dog park and skating park is good. Will definitely bring a different crowd of people. Great presentation!"
- "My opinion is that my priority for the parks is more safety, more attention and maintenance to the bathrooms, that there is enough space for many activities and also a proportionate enough amount of water fountains. It is important to put signs for people to not throw their trash in the parks."
- "Soccer- for the family and programs for adults. Walkways that are familiar with nature and parks. Bathrooms- people work late and when they get to the park their closed especially kids"
- "I would like If there was more security and more light and more clean bathrooms."
- "I also would like if there was more parks that were close and with more activities."
- "Playgrounds with slides and swings"
- "Parks with more light. More pathways for bikes. Bathrooms that have more lights and do not close so early. More areas for nature. More places where we can learn more about nature."
- "I would like the parks to have more light and areas for bikes that are more safe. More places to walk in nature. Parks to have bathrooms that have more light and are cleaner and can be a place to walk with the family."

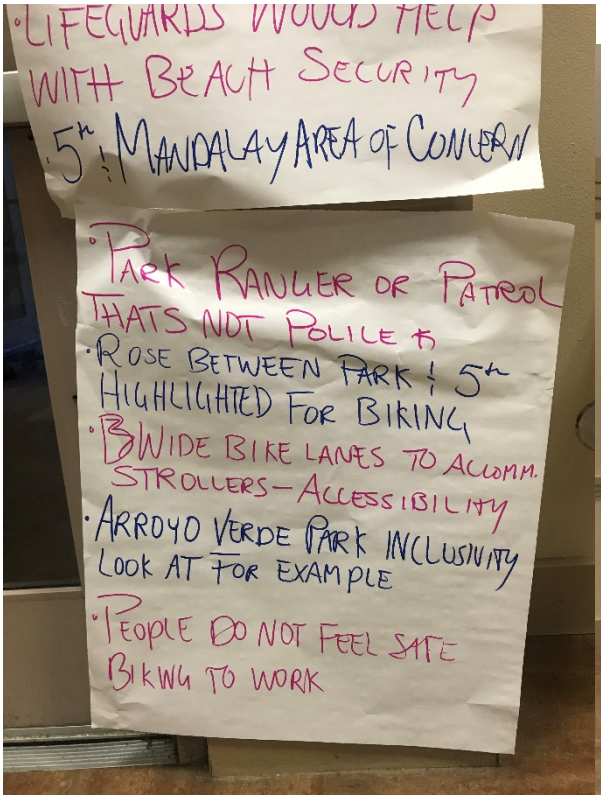
- “I would like to be able to walk in the parks and for there to be more light. More places to walk the dogs.”

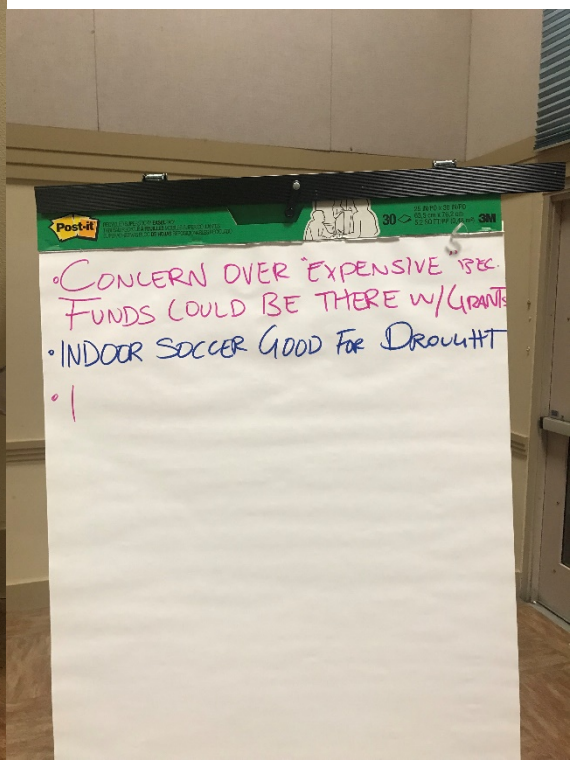
# APPENDIX H:

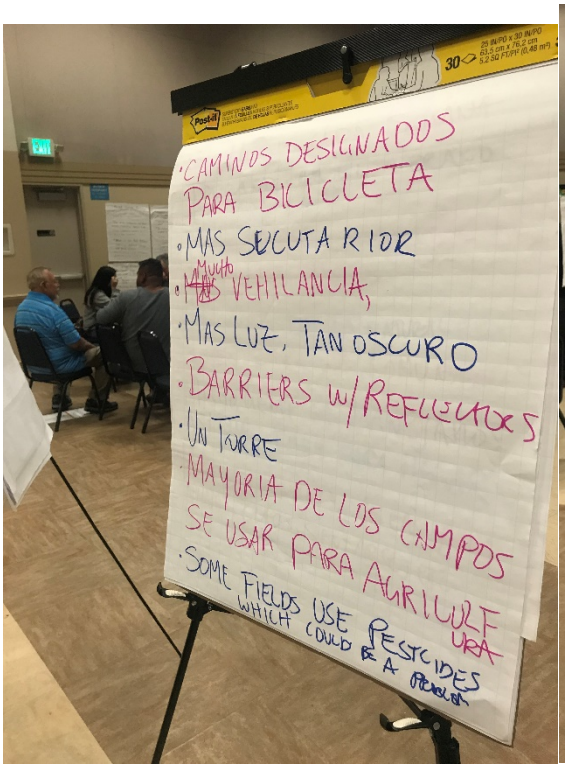
## Discussion Group Notes

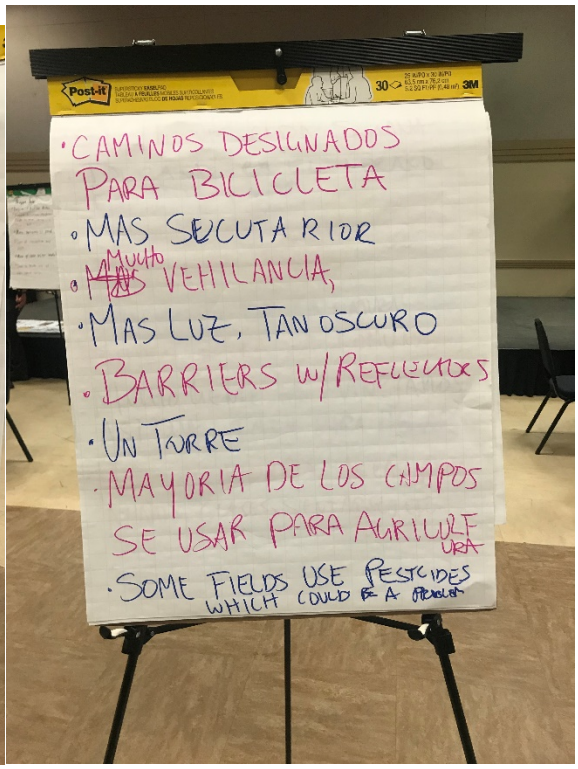


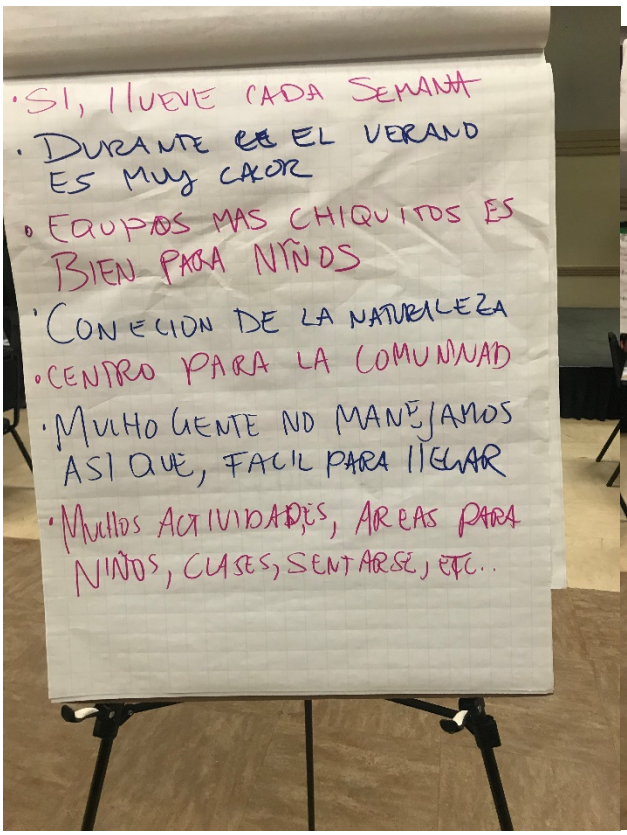



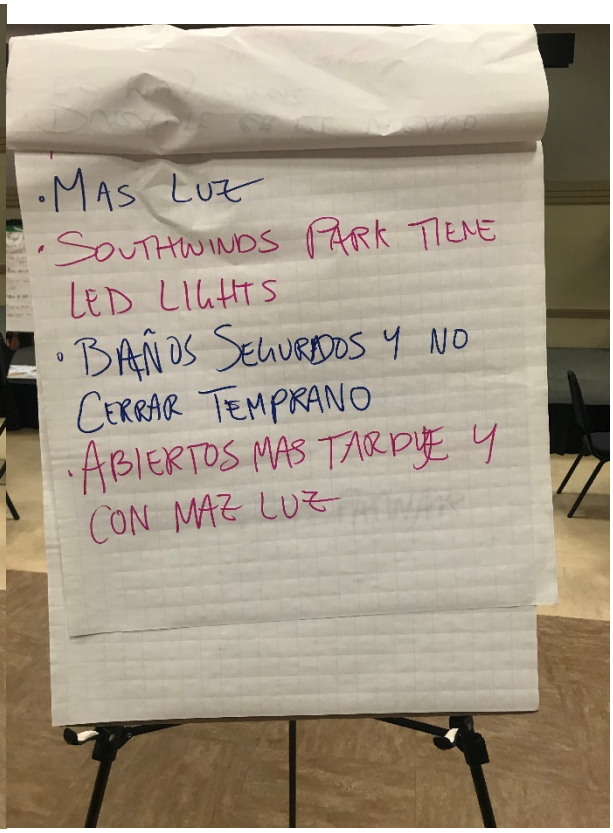



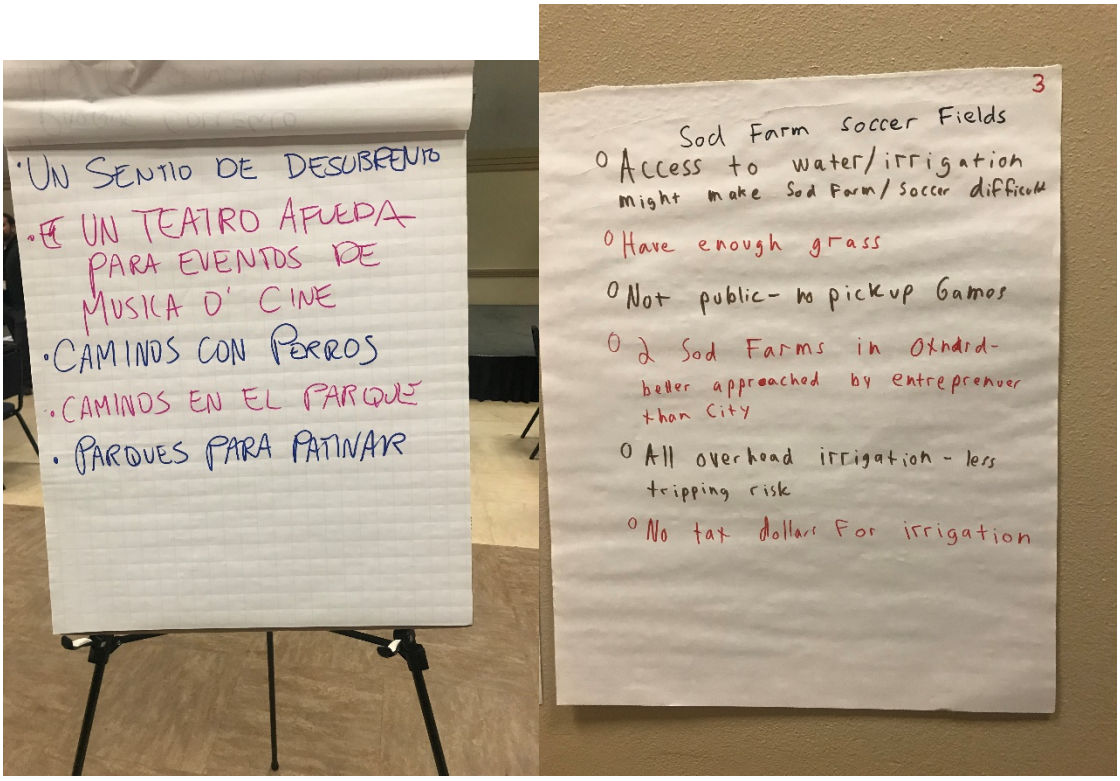



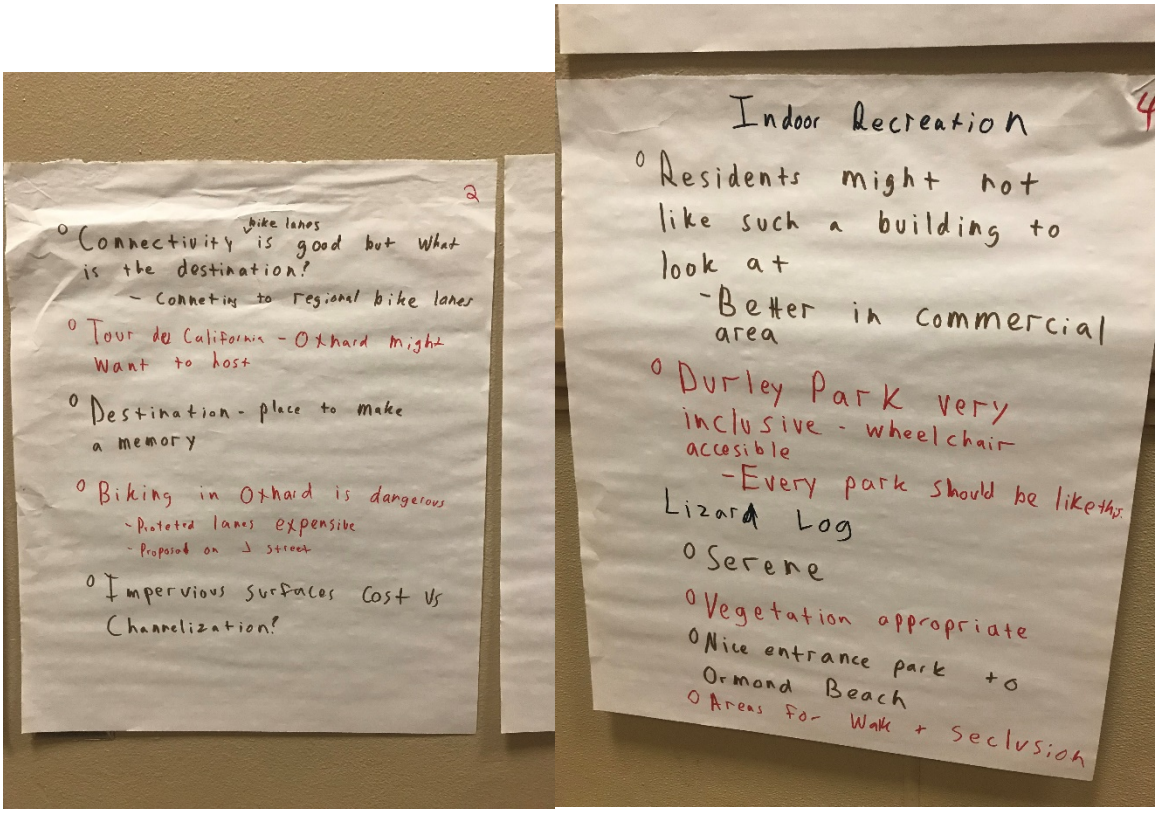

·CAMINOS DESIGNADOS
PARA BICICLETA
·MAS SECUTA RIOR
·MAS VEHILANCIA,
·MAS LUZ, TAN OSCURO
·BARRIERS W/REFLECTORS
·UN TURRE
·MAYORIA DE LOS CAMPOS
SE USAR PARA AGRICULTURA
·SOME FIELDS USE PESTCIDES

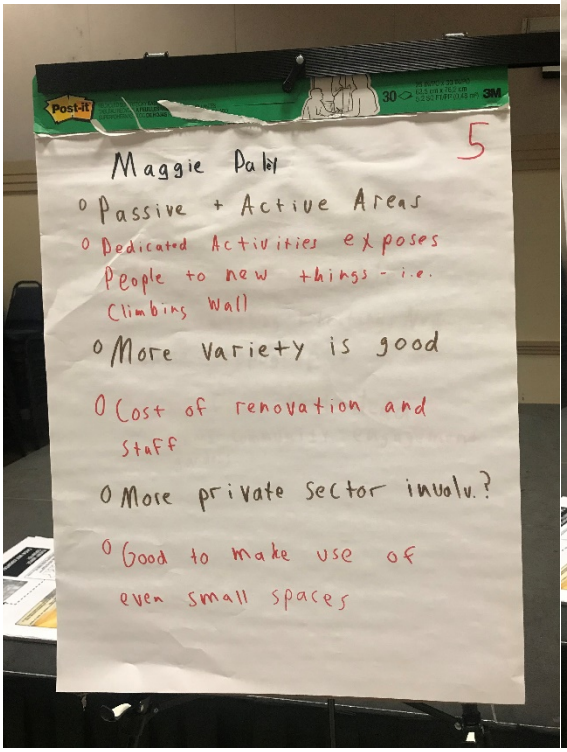

·CAMINOS DESIGNADOS
PARA BICICLETA
·MAS SECUTA RIOR
·MAS VEHILANCIA,
·MAS LUZ, TAN OSCURO
·BARRIERS W/REFLECTORS
·UN TURRE
·MAYORIA DE LOS CAMPOS
SE USAR PARA AGRICULTURA
·SOME FIELDS USE PESTCIDES

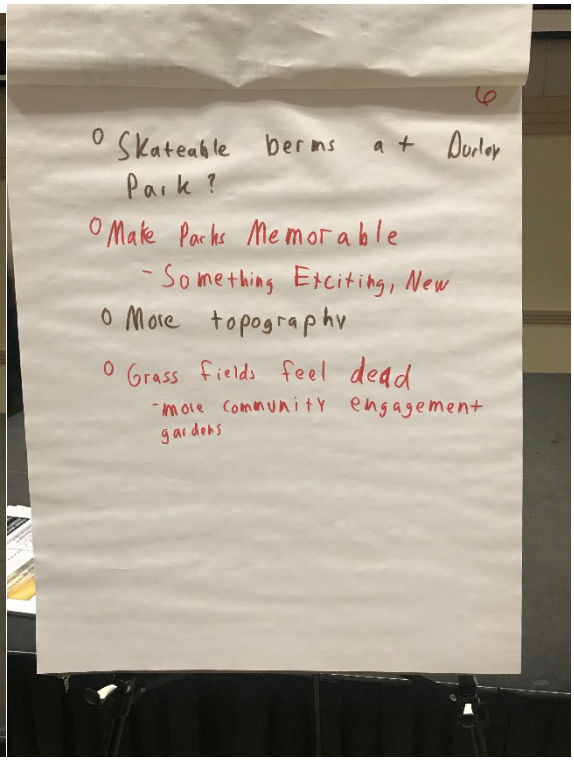

·SI, LLUEVE CADA SEMANA
·DURANTE EL VERANO
ES MUY CALOR
·EQUIPOS MAS CHIQUITOS ES
BIEN PARA NIÑOS
·CONECION DE LA NATURALEZA
·CENTRO PARA LA COMUNIDAD
·MUCHO GENTE NO MANEJAMOS
ASI QUE, FACIL PARA LLEGAR
·MUCHOS ACTIVIDADES, AREAS PARA
NIÑOS, CLASES, SENTARSE, ETC..


·MAS LUZ
·SOUTHWINDS PARK TIENE
LED LIGHTS
·BAÑOS SEGURIDOS Y NO
CERRAR TEMPRANO
·ABIERTOS MAS TARDE Y
CON MAZ LUZ


• UN SENTIO DE DESUBRENTO
• E UN TEATRO AFUERA PARA EVENTOS DE MUSICA D' CINE
• CAMINOS CON PERROS
• CAMINOS EN EL PARQUE
• PARQUES PARA PATINAR
3
Sod Farm soccer Fields
o Access to water/irrigation might make Sod Farm/soccer difficult
o Have enough grass
o Not public- no pickup Games
o 2 Sod Farms in Oxnard- better approached by entrepreneur than City
o All overhead irrigation - less tripping risk
o No tax dollars For irrigation

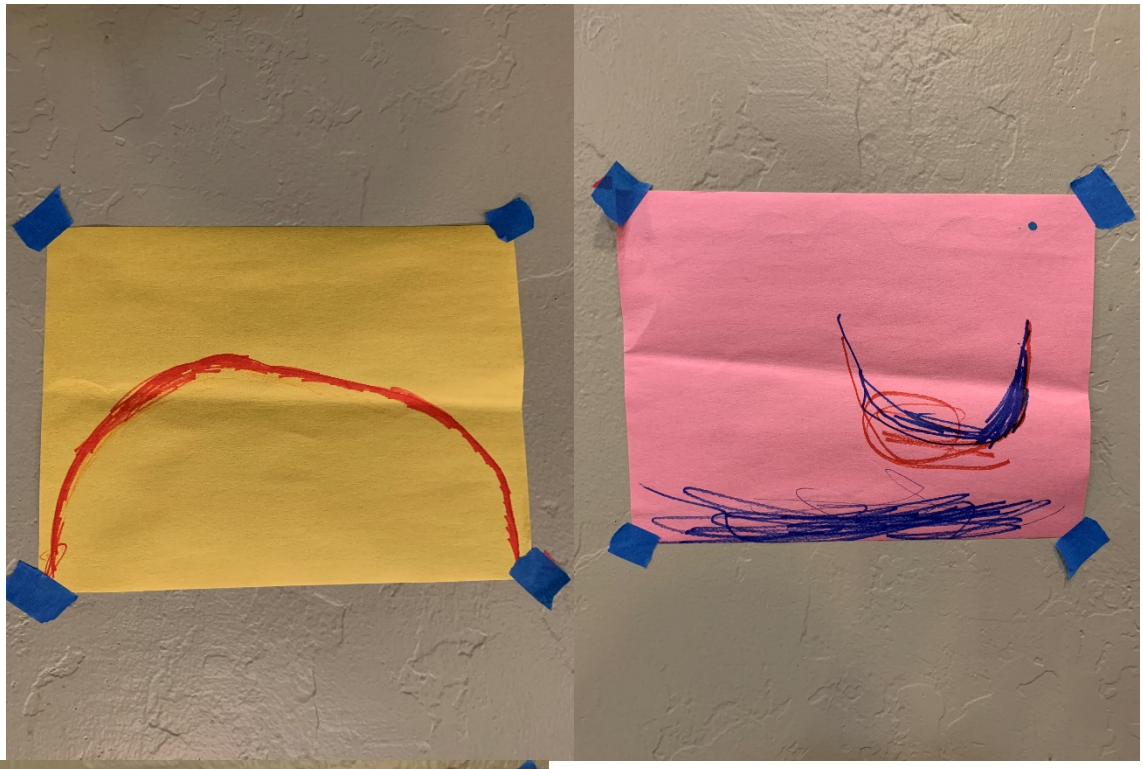

2
o Connectivity (bike lanes) is good but what is the destination?
- Connecting to regional bike lanes
o Tour de California - Oxnard might want to host
o Destination - place to make a memory
o Biking in Oxnard is dangerous
- Protected lanes expensive
- Proposed on 1 street
o Impervious surfaces Cost Vs Channelization?
Indoor Recreation
4
o Residents might not like such a building to look at
- Better in commercial area
o Durley Park very inclusive - wheelchair accesible
- Every park should be like this
Lizard Log
o Serene
o Vegetation appropriate
o Nice entrance park to Ormond Beach
o Areas for Walk + Seclusion

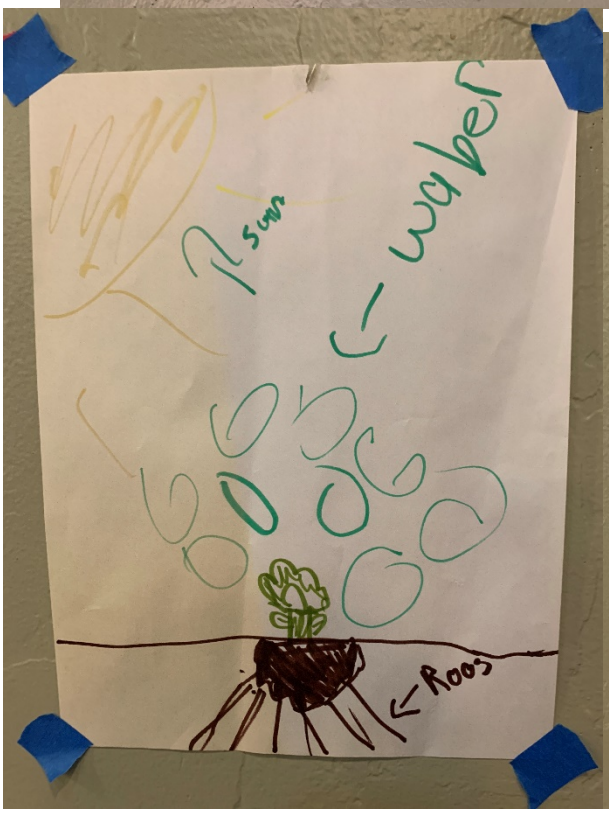

Post-it
5
Maggie Park
o Passive + Active Areas
o Dedicated Activities exposes People to new things - i.e. Climbing Wall
o More variety is good
o Cost of renovation and staff
o More private sector involv.?
o Good to make use of even small spaces

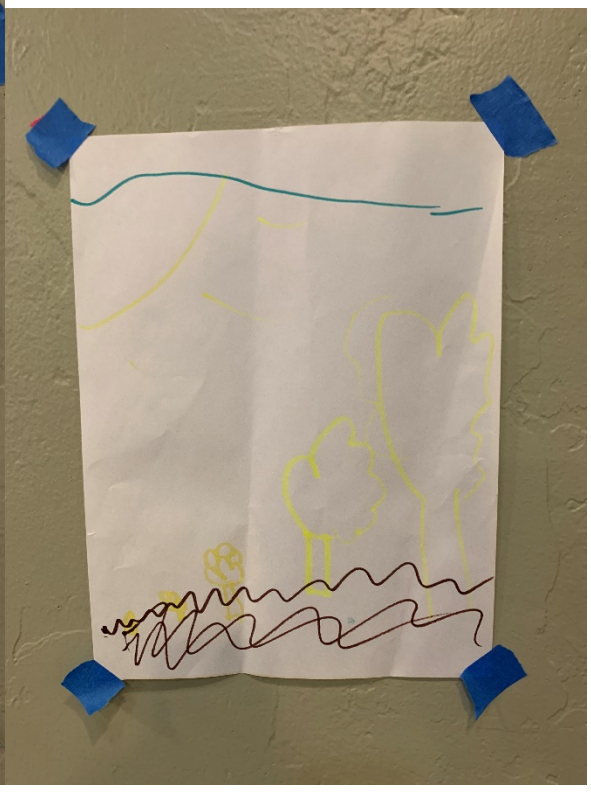

6
o Skateable berms at Durley Park?
o Make Parks Memorable
- Something Exciting, New
o More topography
o Grass fields feel dead
- more community engagement gardens

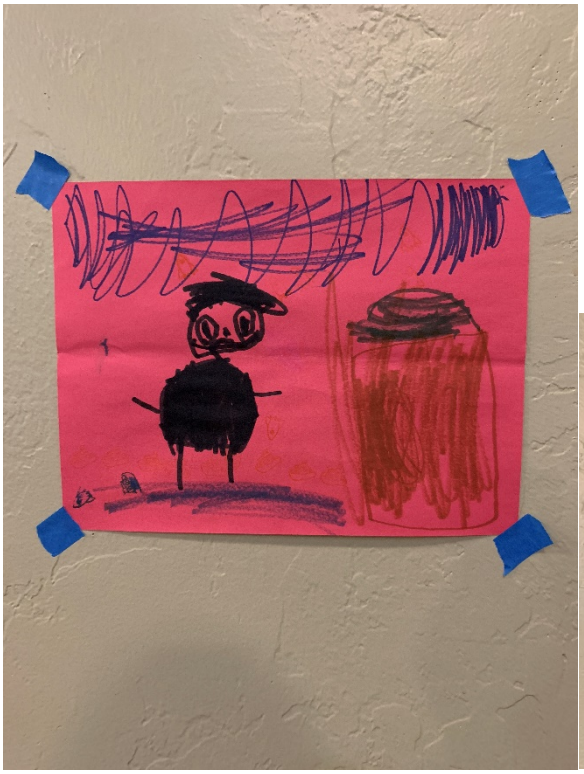
# APPENDIX I:

## Kid's Art Activity













# Preliminary Survey Results

CITY OF OXNARD CALIFORNIA

## Oxnard Parks and Recreation Survey Preliminary Results

November 2018

NRC National Research Center Inc

2955 Valmont Road, Suite 300• Boulder, CO 80301 • 303-444-7863 • www.n-r-c.com

## Appendix A: Responses to Survey Questions

The following tables show the complete set of responses for each question on the survey. For two of the questions, two tables are provided, one that includes the "don't know" responses and one that excludes the "don't know" responses.

Table 1: Question #1

| **What is the one thing you would most like Oxnard to be known for?**<br>***Displayed are the responses from the 99 respondents (of 164) who wrote in an answer to this question*** |
|---|
| A BALANCED BUDGET AND LOWER TAXES |
| A BEAUTIFUL HARBOR WITH GREAT RESTAURANTS |
| A BETTER EDUCATION SYSTEM |
| A CLEAN PEACEFUL CITY |
| A CLIMATE CHANGE CONSEIORES "GREEN" CITY |
| A DIFFERENT NAME MAYBE, MANDALAY SHORES |
| A GREAT PLACE TO LIVE! |
| A NICE PLACE TO VISIT AND ENJOY. CLEANLINESS AND BEAUTY. ALSO A PLACE TO COME VISIT AND HAVE FUN THINGS TO DO |
| A QUALITY AND DESIREABLE PLACE TO LIVE |
| A VIBRANT , SAFE, DOWNTOWN WITH SHIPPING AND DINING |
| A WELCOMING TOWN |
| AFFORDABLE HOUSING |
| AS A FAMILY FRIENDLY MULTI CULTURAL TOWN WITH GREAT SHOPPING AND DINING, BEACHES AND AGRICULTURE |
| BANNAA FESTIVAL |
| BEACH AND CROPS |
| BEACH AND PARKS |
| BEACH DESTINATION |
| BEACHES |
| BEACHES |
| BEACHES |

| **What is the one thing you would most like Oxnard to be known for?**<br>***Displayed are the responses from the 99 respondents (of 164) who wrote in an answer to this question*** |
|---|
| BEACHES AND OPEN SPACE |
| BEACHES AND PARKS |
| BEACHES AND SHOPPING OPPORTUNITIES, SAFE PLACE TO LIVE |
| BEACHES AND WEATHER |
| BEAUTIFUL, WELL MANACURED, DIVERSE |
| BEAUTY |
| BEING A GREAT COMMUNITY IE. CLEAN ORDERLY, INCLUSIVE AND SAFE |
| BEING WELL MAINTAINED |
| BEING, PLEASANT=CLEAN, FRIENDLY AND SAFE |
| BETTER RUN CITY, MEETING NEEDS OF ALL LAW ABIDING CITIZENS! |
| CITY GOVERNMENT |
| CITY STREET |
| CLEAM AND BEAUTIFUL |
| CLEAN |
| CLEAN  AND SAFE HAVEN CITY |
| CLEAN AND BEAUTIFUL PARKS, BEACHES |
| CLEAN AND FAMILY FRIENDLY |
| CLEAN AND PEACEFUL |
| CLEAN BEACHES |
| CLEAN BEACHES |
| CLEAN CITY, LESS HOMELESS |
| CLEAN CITY! |
| CLEAN STREETS, GREAT PARKS, WONDERFUL HARBOR, NO TRASH |
| CLEAN, SAFE AND FAMILY ORIENTED PARKS |
| CUTTING CRIME, NICE CITY TO LIVE IN! |

| **What is the one thing you would most like Oxnard to be known for?**<br>***Displayed are the responses from the 99 respondents (of 164) who wrote in an answer to this question*** |
|---|
| FAMILY FRIENDLY, CULTURALLY DIVERSE AND ENRICHING FOR ALL AGES |
| FOR ITS INTEREST IN THE SAFETY OF THE CITIZENS IN OXNARD |
| FOR THEIR TO BE NO HOMELESSNESS!! |
| FRIENDLY PEOPLE GOOD SCHOOLS, CLEAN STREETS AND PARKS . ENVIRONMENTALLY FRIENDLY |
| GATEWAY TO CHANNEL ISL./SAFE AND CLEAN CITY |
| GOOD ROADS |
| GREAT PARKS, LESS CRIME, MORE THINGS FOR YOUTH! |
| GREENBELT |
| GREENS, PARKS, SAFE |
| HAVING AND ENFORCING THE GANG INJUNTZON! |
| HMMMM.....JURY STILL OUT |
| HOW WELL OXNARD TAKES CARE OF RESIDENTS NEEDS |
| I WOULD LIKE OXNARD TO BE KNOWN FOR ZERO CRIME |
| IMPROVE OUR STREETS IN OXNARD, VENTURA STREET ARE BETTER |
| ITS BEACHES AND PARKS |
| ITS DIVERSITY, ALL CULTURES UNITED |
| ITS NATURAL BEAUTY |
| ITS VARIATION OF RECREATIONAL VENUES |
| ITS WEATHER |
| LIVELY DOWNTOWN, GREAT SPORTS COMPLEX, BIG LEAGUE DREAMS, SAFE |
| MAINTAINING THE FLAVOR OF OUR CULTURE AND INTEGRITY THROUGH THE EDUCATION OF OUR YOUNG PEOPLE THRIVING INTO THE FUTURE |
| MOST HEALTH ORIENTED CITY BY PROVIDING, PARKS WITH FACILITIES SO CITIZENS CAN WALK OR RUN |
| MOST ILLEGAL ALIENS IN AMERICA |
| NICE PARKS AND CLEAN BEACHES |
| NO BUILD NEW HOME |

| **What is the one thing you would most like Oxnard to be known for?**<br>***Displayed are the responses from the 99 respondents (of 164) who wrote in an answer to this question*** |
|---|
| OUR SWEET, JUICY STRAWBERRIES! |
| PARKS AND BEACH |
| PARKS-(WATER) COLORS OF CULTURE |
| PEOPLE OF DIVERSITY CARING FOR ONE ANOTHER AND WELCOMING OTHERS |
| PLEASE PUT LIGHTS IN PARKS FOR KIDS TO PLAY SOCCER! |
| SAFE AND GANG, HOMELESS FREE |
| SAFE BEACHES CLEAN WATER DOG FRIENDLY |
| SAFE CITY WITH EXCEPTIONAL SCHOOLS AND LANDSCAPE |
| SAFE CITY, NO GRAFITI, NO HOMELESS/VAGRENTS |
| SAFE ENVIRONMENT |
| SAFE ENVIRONMENT TO LIVE IN |
| SAFE FAMILY AND KID FRIENDLY NEIGHBORHOODS, PARKS AND PUBLIC AREAS |
| SAFE INVIRONMENT |
| SAFE, GREAT SCHOOLS, METRO CITY, CLEANLINESS, BETTER ROADS |
| SAFETY |
| SAFETY, CLEANLINESS |
| SAFETY/PRETTY-THE "BAD STIGMA" IT HAS (CRIMES, VIOLENCE) |
| STRAWBERRIES |
| STRAWBERRY FESTIVAL |
| STRAWBERRY FIELDS |
| TENNIS, LITTLE LEAGUE BASEBALL, SOCCER |
| THE BEACH AREA |
| THE BEAUTY WITHIN THE CITY, THE BEACHES, THE HISTORICAL AREAS |
| THE COLLECTION |
| THE CULTURE, WEALFARE AND FARMS |

| What is the one thing you would most like Oxnard to be known for?<br>*Displayed are the responses from the 99 respondents (of 164) who wrote in an answer to this question* |
|---|
| THE SAFEST CITY TO LIVE IN |
| THE SAFETY AND HAPPINESS OF ITS RESIDENTS |
| TO BE A FAMILY COMMUNITY |
| TO BE KNOWN AS A CLEAN AND GREEN CITY |
| USEFULL FOR ALL RESIDENTS |
| WEATHER |
| WONDERFUL WEATHER |

Table 2: Question #2 with don't know responses

| How much do you agree or disagree with each of the following statements about Oxnard's parks? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 8% | N=13 | 31% | N=50 | 41% | N=66 | 19% | N=31 | 1% | N=2 | 100% | N=163 |
| I am satisfied with the programs/activities the City offers in the parks | 6% | N=10 | 45% | N=73 | 22% | N=35 | 9% | N=14 | 18% | N=28 | 100% | N=161 |
| Parks are equitably distributed within the city | 21% | N=33 | 31% | N=49 | 14% | N=21 | 20% | N=31 | 15% | N=23 | 100% | N=157 |
| I feel welcome at the parks | 30% | N=47 | 36% | N=56 | 20% | N=32 | 12% | N=19 | 2% | N=2 | 100% | N=156 |
| The parks are safe and pleasant | 4% | N=7 | 40% | N=65 | 35% | N=56 | 20% | N=32 | 1% | N=2 | 100% | N=162 |

Table 3: Question #2 without don't know responses

| How much do you agree or disagree with each of the following statements about Oxnard's parks? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 8% | N=13 | 31% | N=50 | 41% | N=66 | 19% | N=31 | 100% | N=161 |
| I am satisfied with the programs/activities the City offers in the parks | 8% | N=10 | 55% | N=73 | 27% | N=35 | 11% | N=14 | 100% | N=132 |
| Parks are equitably distributed within the city | 24% | N=33 | 37% | N=49 | 16% | N=21 | 23% | N=31 | 100% | N=134 |
| I feel welcome at the parks | 31% | N=47 | 36% | N=56 | 21% | N=32 | 12% | N=19 | 100% | N=154 |
| The parks are safe and pleasant | 4% | N=7 | 41% | N=65 | 35% | N=56 | 20% | N=32 | 100% | N=160 |

Table 4: Question #3 with "not sure" response

| During the past year, on average, how often did you visit the beach in Oxnard? | Percent | Number |
|---|---|---|
| Never | 13% | N=21 |
| Less than once per week | 52% | N=84 |
| 1 times per week | 20% | N=32 |
| 2-4 times per week | 6% | N=10 |
| 4+ times per week | 6% | N=10 |
| Not sure | 3% | N=4 |
| Total | 100% | N=161 |

Table 5: Question #3 without "not sure" response

| During the past year, on average, how often did you visit the beach in Oxnard? | Percent | Number |
|---|---|---|
| Never | 13% | N=21 |
| Less than once per week | 53% | N=84 |
| 1 times per week | 20% | N=32 |
| 2-4 times per week | 6% | N=10 |
| 4+ times per week | 7% | N=10 |
| Total | 100% | N=156 |

Table 6: Question #4

| What are some reasons you or other members of your household don't visit Oxnard's beach more often? Please CHECK ALL the reasons that apply. | Percent | Number |
|---|---|---|
| Didn't know it was open to the public | 3% | N=4 |
| I/we don't feel welcome there | 3% | N=4 |
| It is not easy to get to it | 11% | N=16 |
| There is no lifeguard | 17% | N=25 |
| None, I/we use it often | 23% | N=34 |
| Don't like having the power plant near beach | 18% | N=27 |
| It is too hard to park | 28% | N=43 |
| The beach is not well-maintained | 17% | N=26 |
| The beach is crowded | 8% | N=13 |
| Other (specify)* | 40% | N=61 |

*Total may exceed 100% as respondents could check more than one answers.*
**These other responses are found in the table below*

Table 7: Question #4 other responses

| "Other" reasons for not visiting beach more often |
|---|
| BATHROOMS ARE MESSY |
| CLEANLINESS |
| DO NOT FEEL SAFE, BEACHES TOO ISOLATED |
| DOGS ARE NOT ALLOWED OFF LEASH |
| DON'T MAKE THE TIME |
| FAMILY OBLIGATIONS |
| FINDING SEAL CORPSE AT THE BEACH |
| HOMES BLOCK ACCESS |
| I ALWAYS FEEL WELCOME |
| I DON'T WALK WELL ON SAND |
| I STEP ON T. EVERYTIME |
| IN NEED OF WALK WAYS FOR STROLLERS ETC. |
| IT IS UGLY |
| LOVE THE BEACHES |
| NO AMBIANCE, COLD |
| NO DOG BEACH |
| NO PARTICULAR REASON |
| NO TIME TO GO |
| NOT A BEACH PERSON |
| NOT AS INTERESTED AS I WAS WHEN I WAS YOUNGER |
| NOT ENOUGH TIME |
| NOT MAINTAINED BY THE CITY IN A SAFETY MANNER |
| NOT MOBILE |
| NOT TO CLOSE |
| OCEAN WATER TOO COLD |
| PARKING SHOULD BE FREE |

| "Other" reasons for not visiting beach more often |
|---|
| SPOUSE DEMENTED AND NEEDS CARE |
| TIME |
| TIME |
| TIME |
| TO ATTEND DOG PARKS |
| TOO MANY DRUG ADDICTS |
| TOO MANY HOMELESS |
| TOO MANY HOMELESS |
| USE TO THE VENTURA HARBOR , NEED TO EXLPORE THEM, BEACH MY FAVORITE |
| WORKING MOST OF THE TIME |

Table 8: Question #5 with don't know responses

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? | Essential | | Very important | | Somewhat important | | Not at all important | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 54% | N=86 | 27% | N=43 | 17% | N=27 | 1% | N=2 | 2% | N=3 | 100% | N=160 |
| Contribute to the identity of Oxnard | 52% | N=81 | 26% | N=40 | 15% | N=24 | 4% | N=6 | 2% | N=4 | 100% | N=155 |
| Be a place to enjoy nature, including plants, animals and birds | 58% | N=92 | 27% | N=43 | 9% | N=14 | 3% | N=5 | 2% | N=3 | 100% | N=157 |
| Be a place to swim | 50% | N=81 | 25% | N=41 | 16% | N=26 | 7% | N=11 | 2% | N=2 | 100% | N=160 |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 52% | N=84 | 27% | N=43 | 19% | N=30 | 2% | N=3 | 1% | N=2 | 100% | N=162 |

Table 9: Question #5 without don't know responses

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? | Essential | | Very important | | Somewhat important | | Not at all important | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 55% | N=86 | 27% | N=43 | 17% | N=27 | 1% | N=2 | 100% | N=157 |
| Contribute to the identity of Oxnard | 54% | N=81 | 27% | N=40 | 16% | N=24 | 4% | N=6 | 100% | N=151 |
| Be a place to enjoy nature, including plants, animals and birds | 60% | N=92 | 28% | N=43 | 9% | N=14 | 3% | N=5 | 100% | N=154 |
| Be a place to swim | 51% | N=81 | 26% | N=41 | 16% | N=26 | 7% | N=11 | 100% | N=158 |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 52% | N=84 | 27% | N=43 | 19% | N=30 | 2% | N=3 | 100% | N=160 |

Table 10: Question #6 with "not sure" response

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Percent | Number |
|---|---|---|
| Never | 6% | N=10 |
| Less than once per week | 38% | N=61 |
| 1 time per week | 25% | N=41 |
| 2-4 times per week | 19% | N=30 |
| 4+ times per week | 11% | N=18 |
| Not sure | 1% | N=2 |
| Total | 100% | N=161 |

Table 11: Question #6 without "not sure" response

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Percent | Number |
|---|---|---|
| Never | 6% | N=10 |
| Less than once per week | 38% | N=61 |
| 1 time per week | 25% | N=41 |
| 2-4 times per week | 19% | N=30 |
| 4+ times per week | 11% | N=18 |
| Total | 100% | N=160 |

Table 12: Question #7 with don't know responses

| How much do you agree or disagree with each of the following statements about Oxnard city parks? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| They are hard to get to | 2% | N=3 | 8% | N=12 | 34% | N=51 | 54% | N=82 | 3% | N=4 | 100% | N=151 |
| Lack of restrooms is a problem | 21% | N=34 | 22% | N=36 | 28% | N=45 | 23% | N=38 | 5% | N=8 | 100% | N=161 |
| Lack of amenities, like trash bins and benches, is a problem | 9% | N=14 | 22% | N=35 | 33% | N=53 | 32% | N=51 | 4% | N=7 | 100% | N=161 |
| Lack of lighting is a problem | 25% | N=39 | 29% | N=46 | 16% | N=26 | 21% | N=34 | 9% | N=15 | 100% | N=160 |
| I am concerned about personal safety when visiting parks | 23% | N=36 | 34% | N=54 | 28% | N=45 | 14% | N=23 | 1% | N=2 | 100% | N=161 |
| The parks are overcrowded | 5% | N=7 | 21% | N=34 | 42% | N=68 | 23% | N=36 | 9% | N=15 | 100% | N=160 |

Table 13: Question #7 without don't know responses

| How much do you agree or disagree with each of the following statements about Oxnard city parks? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| They are hard to get to | 2% | N=3 | 8% | N=12 | 35% | N=51 | 55% | N=82 | 100% | N=147 |
| Lack of restrooms is a problem | 22% | N=34 | 23% | N=36 | 30% | N=45 | 25% | N=38 | 100% | N=153 |
| Lack of amenities, like trash bins and benches, is a problem | 9% | N=14 | 23% | N=35 | 35% | N=53 | 33% | N=51 | 100% | N=154 |
| Lack of lighting is a problem | 27% | N=39 | 32% | N=46 | 18% | N=26 | 23% | N=34 | 100% | N=146 |
| I am concerned about personal safety when visiting parks | 23% | N=36 | 34% | N=54 | 28% | N=45 | 14% | N=23 | 100% | N=159 |
| The parks are overcrowded | 5% | N=7 | 23% | N=34 | 47% | N=68 | 25% | N=36 | 100% | N=145 |

Table 14: Question #8 with don't know responses

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. | Essential | | Very important | | Somewhat important | | Not at all important | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| "Green spaces" within the city | 58% | N=92 | 33% | N=53 | 6% | N=10 | 2% | N=3 | 1% | N=1 | 100% | N=158 |
| Places for rest and relaxation | 55% | N=86 | 35% | N=55 | 8% | N=13 | 1% | N=2 | 1% | N=1 | 100% | N=157 |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 46% | N=73 | 29% | N=45 | 17% | N=27 | 7% | N=11 | 1% | N=1 | 100% | N=157 |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 52% | N=83 | 34% | N=54 | 13% | N=21 | 1% | N=1 | 1% | N=1 | 100% | N=160 |
| Court sports (e.g., tennis, basketball) | 37% | N=58 | 28% | N=44 | 24% | N=39 | 10% | N=16 | 1% | N=1 | 100% | N=158 |
| Family and group gathering places | 49% | N=79 | 37% | N=59 | 12% | N=19 | 1% | N=2 | 1% | N=1 | 100% | N=161 |
| Playground equipment | 51% | N=80 | 26% | N=42 | 14% | N=22 | 8% | N=12 | 1% | N=1 | 100% | N=157 |
| Places to walk or jog | 61% | N=98 | 31% | N=49 | 6% | N=9 | 2% | N=3 | 1% | N=1 | 100% | N=160 |
| Places for nature or wildlife | 50% | N=79 | 27% | N=43 | 11% | N=18 | 10% | N=15 | 2% | N=4 | 100% | N=160 |

Table 15: Question #8 without don't know responses

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. | Essential | | Very important | | Somewhat important | | Not at all important | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| "Green spaces" within the city | 59% | N=92 | 33% | N=53 | 6% | N=10 | 2% | N=3 | 100% | N=157 |
| Places for rest and relaxation | 55% | N=86 | 35% | N=55 | 8% | N=13 | 1% | N=2 | 100% | N=155 |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 47% | N=73 | 29% | N=45 | 18% | N=27 | 7% | N=11 | 100% | N=156 |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 52% | N=83 | 34% | N=54 | 13% | N=21 | 1% | N=1 | 100% | N=158 |
| Court sports (e.g., tennis, basketball) | 37% | N=58 | 28% | N=44 | 25% | N=39 | 10% | N=16 | 100% | N=157 |
| Family and group gathering places | 50% | N=79 | 37% | N=59 | 12% | N=19 | 1% | N=2 | 100% | N=159 |
| Playground equipment | 51% | N=80 | 27% | N=42 | 14% | N=22 | 8% | N=12 | 100% | N=156 |
| Places to walk or jog | 62% | N=98 | 31% | N=49 | 6% | N=9 | 2% | N=3 | 100% | N=159 |
| Places for nature or wildlife | 51% | N=79 | 28% | N=43 | 12% | N=18 | 10% | N=15 | 100% | N=156 |

Table 16: Question #9 with don't know responses

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. | Far too many | | Too many | | About right | | Too few | | Far too few | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Playgrounds | 0% | N=0 | 2% | N=3 | 59% | N=93 | 26% | N=41 | 7% | N=12 | 6% | N=9 | 100% | N=158 |
| Community gardens | 0% | N=0 | 4% | N=7 | 10% | N=16 | 42% | N=68 | 32% | N=51 | 12% | N=20 | 100% | N=162 |
| Park trails and paths for walking/running/biking | 0% | N=0 | 1% | N=1 | 26% | N=43 | 44% | N=71 | 25% | N=40 | 4% | N=7 | 100% | N=161 |
| Places for off-leash dogs to play or exercise | 0% | N=1 | 1% | N=2 | 24% | N=37 | 29% | N=46 | 27% | N=43 | 18% | N=29 | 100% | N=159 |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 0% | N=0 | 11% | N=17 | 36% | N=57 | 23% | N=36 | 18% | N=28 | 13% | N=20 | 100% | N=158 |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 2% | N=3 | 2% | N=3 | 48% | N=76 | 24% | N=38 | 14% | N=22 | 11% | N=17 | 100% | N=158 |
| Outdoor softball and baseball fields | 0% | N=0 | 2% | N=3 | 41% | N=64 | 26% | N=40 | 16% | N=25 | 15% | N=24 | 100% | N=156 |
| Places for picnicking | 0% | N=0 | 0% | N=0 | 44% | N=70 | 39% | N=62 | 11% | N=18 | 5% | N=8 | 100% | N=158 |
| Places for group gatherings (barbecues, birthday parties) | 0% | N=0 | 5% | N=7 | 44% | N=71 | 35% | N=56 | 12% | N=18 | 4% | N=7 | 100% | N=159 |
| Places for special events (e.g., festivals, concerts, running races) | 0% | N=0 | 1% | N=1 | 36% | N=58 | 33% | N=53 | 21% | N=34 | 9% | N=14 | 100% | N=159 |
| Open space and natural areas | 0% | N=0 | 1% | N=2 | 28% | N=43 | 42% | N=66 | 23% | N=37 | 6% | N=9 | 100% | N=158 |
| Indoor recreation and sports centers | 0% | N=0 | 0% | N=0 | 13% | N=20 | 34% | N=52 | 34% | N=54 | 19% | N=29 | 100% | N=156 |

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. | Far too many | | Too many | | About right | | Too few | | Far too few | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Community centers (places for youth programs, senior programs, education programs, etc.) | 0% | N=0 | 0% | N=0 | 3% | N=4 | 28% | N=43 | 52% | N=80 | 17% | N=27 | 100% | N=154 |
| Swimming pools | 0% | N=0 | 0% | N=0 | 16% | N=25 | 43% | N=66 | 24% | N=37 | 17% | N=27 | 100% | N=155 |
| Environmental education facilities | 1% | N=2 | 0% | N=0 | 10% | N=16 | 36% | N=57 | 23% | N=36 | 30% | N=47 | 100% | N=158 |

Table 17: Question #9 without don't know responses

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. | Far too many | | Too many | | About right | | Too few | | Far too few | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Playgrounds | 0% | N=0 | 2% | N=3 | 63% | N=93 | 27% | N=41 | 8% | N=12 | 100% | N=149 |
| Community gardens | 0% | N=0 | 5% | N=7 | 12% | N=16 | 48% | N=68 | 36% | N=51 | 100% | N=142 |
| Park trails and paths for walking/running/biking | 0% | N=0 | 1% | N=1 | 28% | N=43 | 46% | N=71 | 26% | N=40 | 100% | N=154 |
| Places for off-leash dogs to play or exercise | 0% | N=1 | 2% | N=2 | 29% | N=37 | 36% | N=46 | 33% | N=43 | 100% | N=130 |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 0% | N=0 | 13% | N=17 | 41% | N=57 | 26% | N=36 | 20% | N=28 | 100% | N=138 |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 2% | N=3 | 2% | N=3 | 54% | N=76 | 27% | N=38 | 16% | N=22 | 100% | N=141 |
| Outdoor softball and baseball fields | 0% | N=0 | 2% | N=3 | 49% | N=64 | 31% | N=40 | 19% | N=25 | 100% | N=132 |
| Places for picnicking | 0% | N=0 | 0% | N=0 | 47% | N=70 | 41% | N=62 | 12% | N=18 | 100% | N=150 |
| Places for group gatherings (barbecues, birthday parties) | 0% | N=0 | 5% | N=7 | 46% | N=71 | 36% | N=56 | 12% | N=18 | 100% | N=153 |
| Places for special events (e.g., festivals, concerts, running races) | 0% | N=0 | 1% | N=1 | 40% | N=58 | 36% | N=53 | 23% | N=34 | 100% | N=145 |
| Open space and natural areas | 0% | N=0 | 1% | N=2 | 29% | N=43 | 45% | N=66 | 25% | N=37 | 100% | N=149 |
| Indoor recreation and sports centers | 0% | N=0 | 0% | N=0 | 16% | N=20 | 41% | N=52 | 42% | N=54 | 100% | N=126 |

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. | Far too many | | Too many | | About right | | Too few | | Far too few | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Community centers (places for youth programs, senior programs, education programs, etc.) | 0% | N=0 | 0% | N=0 | 3% | N=4 | 34% | N=43 | 63% | N=80 | 100% | N=128 |
| Swimming pools | 0% | N=0 | 0% | N=0 | 19% | N=25 | 51% | N=66 | 29% | N=37 | 100% | N=128 |
| Environmental education facilities | 2% | N=2 | 0% | N=0 | 15% | N=16 | 52% | N=57 | 32% | N=36 | 100% | N=111 |

Table 18: Question #9 other responses

| "Any others" of which there are too few or too many? |
|---|
| A NICE BASEBALL PARK WITH ALL AMMENTIES OR A SWIMMING POOL IS NEEDED |
| ABOVE QUESTION IS DIFFICULT TO INSURE ABOUT ALL OF OXNARD |
| BASKETBALL INDOOR AND OUTDOOR |
| BEING NEW TO OXNARD, NEED TO EXPLORE WHATS HERE |
| CLEAN, SAFE, LARGE SPORTS COMPLEX |
| DOG PARK, WHERE BIG DOGS CAN RUN FREE |
| DOG PARKS WITH WATER FACILITIES |
| FIX STREETS |
| I WOULD LOVE A PARK WITH A TRACK THAT I CAN RUN ON AND THAT'S LIT UP AT NIGHT |
| INDOOR, OUTDOOR TENNIS COURTS NEAR EL PASEO |
| JUST TO PLEASE PUT LIGHTS IN PARKS FOR KIDS TO BE ABLE TO PLAY SOCCER |
| NOT ENOUGH SPACES TO SIT QUIETLY IN THE SHADE |
| OF COURSE EVERY PERSON WOULD LOVE TO LIVE IN A CITY WITH ALL OF THE ABOVE, BUT IT WOULD COST MILLIONS OF DOLLARS |
| PEOPLE ABUSE THE BEACHES AND ALLOW DOGS TO RUN. I HAVE BEEN BITTEN BY DOGS AT THE BEACHES |
| PLAYGROUNDS FOR CHILDREN CAN BE BUILT ANYWHERE |
| PLEASE BUILD A AQUATIC CENTER |
| SECURITY IN WILSON PARK DUE TO HOMELESS PEOPLE INJECTING DRUGS AND GETTING INTO FIGHTS |
| SWIMMING PARK LIKE VENTURA, AQUATIC CENTER WOULD BE NICE. FRESNO HAS A GREAT PARK, OXNARD SHOULD MODEL. THEY HAVE A ZOO, POND WITH PADDLE BOATS AND BIRDS IN THE POND |
| WE NEED A SCI/MATH CENTER AFTER SCHOOL/COLLEGE PARTNERSHIP |

Table 19: Question #10

| Park space should be devoted . . . | Percent | Number |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 21% | N=30 |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 79% | N=111 |
| Total | 100% | N=141 |

Table 20: Question #11

| New park spaces should . . . | Percent | Number |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 21% | N=29 |
| provide other passive and active recreation opportunities that cannot be found at other parks | 79% | N=112 |
| Total | 100% | N=141 |

Table 21: Question #12

| Which choice should the City make to stay within their budget? They should . . . | Percent | Number |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 68% | N=92 |
| eliminate some programs and facilities | 32% | N=43 |
| Total | 100% | N=134 |

Table 22: Question #13

| Restrooms should be . . . | Percent | Number |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 67% | N=108 |
| placed only in the most popular parks | 33% | N=52 |
| Total | 100% | N=160 |

Table 23: Question #14

| Lighting of courts (basketball and tennis) at night should be . . . | Percent | Number |
|---|---|---|
| in all parks | 55% | N=89 |
| only in the most used parks | 45% | N=72 |
| Total | 100% | N=162 |

Table 24: Question #15

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Percent | Number |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 17% | N=26 |
| Work first on the existing parks that need the most taking care of and investment | 52% | N=81 |
| Work first on the existing parks that are used the most | 32% | N=50 |
| Total | 100% | N=158 |

Table 25: Question #16

| How much would you support or oppose creating a bike and walking path along the river? | Percent | Number |
|---|---|---|
| Strongly support | 64% | N=99 |
| Somewhat support | 24% | N=37 |
| Somewhat oppose | 5% | N=8 |
| Strongly oppose | 8% | N=12 |
| Total | 100% | N=156 |

Table 26: Question #17 with don't know responses

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 22% | N=34 | 37% | N=58 | 20% | N=32 | 20% | N=31 | 2% | N=3 | 100% | N=157 |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 31% | N=48 | 47% | N=74 | 13% | N=21 | 5% | N=8 | 4% | N=6 | 100% | N=158 |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 46% | N=73 | 42% | N=67 | 6% | N=9 | 3% | N=4 | 2% | N=4 | 100% | N=157 |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 13% | N=21 | 12% | N=19 | 19% | N=30 | 51% | N=79 | 5% | N=8 | 100% | N=156 |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 25% | N=40 | 18% | N=29 | 29% | N=46 | 24% | N=38 | 4% | N=6 | 100% | N=158 |

Table 27: Question #17 without don't know responses

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 22% | N=34 | 37% | N=58 | 21% | N=32 | 20% | N=31 | 100% | N=154 |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 32% | N=48 | 49% | N=74 | 14% | N=21 | 5% | N=8 | 100% | N=151 |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 48% | N=73 | 44% | N=67 | 6% | N=9 | 3% | N=4 | 100% | N=153 |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 14% | N=21 | 13% | N=19 | 20% | N=30 | 54% | N=79 | 100% | N=148 |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 26% | N=40 | 19% | N=29 | 30% | N=46 | 25% | N=38 | 100% | N=152 |

Table 28: Question #18

| **What other comments, if any, would you like to make about parks and recreation in Oxnard?** *Displayed are the responses from the 65 respondents (of 164) who wrote in an answer to this question* |
|---|
| A HUGE NEED TO REPAIR STREETS TO GET TO PARKS |
| ALL OF OUR PARKS HAVE BEEN TAKEN OVER BY LOTS OF HOMELESS PEOPLE. WAY TOO MANY DO SOMETHING! |
| ALL PARKS SHOULD BE TAKEN CARE OF EQUALLY, IN OTHER WORDS, ALL PARKS SHOULD RECEIVE THE CARE AND MAINTENANCE THAT THE PARKS AT RIVERPARK RECEIVE |
| ALL PARKS SHOULD NOT BE OF KIND, IE. SOME PARKS SHOULD BE KNOWN BY SOME SPECIAL FACILITIES ETC. PARKS SHOULD BE EASY TO ACCESS AND HAVE GOOD ESSENTIALS, RESTROOMS SHOULD BE WELL KEPT AND PARKING ETC |
| BUILDING NEW PARKS SHOULD BE PAID BY DEVELOPERS, HOW DOES THIS AFFECT LEAGUE TEAM NOT IN CITY? NEEDS CLAIRIFICATION |
| CLEANING RESTROOMS MORE |
| COMMUNITY AQUATIC CENTER PLEASE! KIDS SHOULD ALL LEARN TO SWIM, NOT JUST PRIVILEGED |
| CREATE VOLUNTEER COMMUNITY GROUPS TO HELP CARE FOR THE PARKS OR DO VOLUNTEER WORK TO EXPAND SERVICE HOURS FOR PROGRAMS AND ACTIVITIES. THEY CAN BECOME NON PROFITS TO PROVIDE SERVICES. AND ACTIVITIES TO THE COMMUNITY |
| DESIGNATED SPORTS PARKS ARE NEEDED, CLUBS AND PROGRAMS MUST FUND THE EXPENSE OF MAINTENANCE |
| DO NOT LET HOMELESS PEOPLE CONGREGATE IN ANY PARKS |
| ENFORCE EV PARKING SLOTS SAME AS HANDICAP SLOTS |
| EVERY PARK NEEDS AT LEAST ON BATHROOM EACH FOR MEN, WOMEN AND OPEN FROM DAWN TO AT LEAST DUSK |
| EXISTING PARKS ARE NOT MAINTAINED PROPERLY AND NEW PARKS SHOULD BE PUT ON HOLD, CITY SHOULD CONCENTRATE THIS EFFORT ON EXISTING PARKS |
| FIND A WAY TO STOP GANG BAGGERS FROM TAKING THEM OVER AND THE GRAFFITTI |
| I BELIEVE THAT ALL RESIDENTS DESERVE CLEAN, SAFE, WELL MAINTAINED PARK FACILITIES. THIS BEFORE BUILDING NEW PARKS! |
| I FEEL RESIDENTS SHOULD HAVE AN INPUT IN WHATEVER IS GOING TO BE BUILT IN THEIR NEIGHBORHOOD |
| I HAD A BAD EXPERIENCE ABOUT WALKING MY DOG AT THE PARK. DOGS WITHOUT LEASH SHOULD NOT BE ALLOWED AT ALL TIMES. I WAS ATTACED BY ONE UNLEASHED DOG |
| I SEE TRASH ON GROUND IN PARKS AFTER USE. NUMBER ALL PICNIC SPACES AND HAVE PEOPLE RESERVE AND PAY FEES TO USE THEM |
| I STRONGLY SUPPORT EFFORTS TO IMPROVE SAFETY AT PARKS KNOWN TO BE IN NEED OF PUBLIC SAFETY MONITORING - IE WILSON PARK |
| I THINK THE CITY NEEDS MORE HELP FOR HOUSING TO FAMILIES WITH LOW INCOME AND HELP FOR THE HOMELESS RATHER THAN PARKS |

| **What other comments, if any, would you like to make about parks and recreation in Oxnard?**<br>***Displayed are the responses from the 65 respondents (of 164) who wrote in an answer to this question*** |
|---|
| IF PEOPLE, VISITORS COME TO VISIT AS TOURISTS THEN MAYBE A RESONABLE FEE SHOULD BE PAID LIKE FOR PARKING OR SOMETHING |
| IF THERE WAS A TAX MITIATIVE TO FUND NEW AND EXISTING PARKS, I WOULD ABSOLUTLEY VOTE YES. MORE RUNNING TRAILS! |
| IM 80 YEARS OLD, HAVE LIVED IN OXNARD 2 1/2 YEARS AM PARTIALLY DISABLED SO HAVE NOT USED PARKS OR BEACHES |
| IT WOULD HELP TO KNOW COSTS AND BUDGETS TO BETTER ANSWER SOME QUESTIONS |
| JUST LIKE CAMARILLO CITY IF SHOULD MANDATE BUILDERS TO SET ASIDE PROPERTY FOR P. FOR EACH HOUSING TRACK. KEEPS THE INTEGRITY OF THE CITY AS UPPOSE TO JUST BEING SO GREEDY BY UTILIZING EVERY SQUARE FEET FOR OVERCROWDING HOUSING |
| KEEP UP THE GOOD WORK! |
| LAST YEAR THERE WERE NO CHRISTMAS LIGHTS IN GABEBO AREA PLEASE RESTORE CHRISTMAS LIGHTS TO GAZEBO, MY GRAND KIDS CRIED BECAUSE OF NO LIGHTS LAST YEAR! |
| LIGHTS FOR COURTS SHOULD HAVE TIMER SWITCHES THAT CAN BE USED BY THE INDIVIDUALS USING THE FACILITY. EVERYONE HAS A FLASHLIGHT ON THEIR PHONES |
| LOOK GREEN AND SAFE |
| LOW IMPACT ACTIVITIES, TRAILS FOR ADULTS AND DOGS |
| MORE FULL COURT BASKETBALL COURTS BY THE BEACH |
| MORE PROGRAMS AND EVENTS, THAT ATTRACT PARTICIPANTS THAT ARE EDUCATIONAL AND RECREATIONAL AND THAT ARE ADVERTISED IN THE EVENTS SECTION IN THE NEWSPAPER. RARELY IS ANYTHING PUBLISHED ABOUT OXNARD HAPPENINGS |
| MY CHILDREN PLAY SPORTS SO WE TRAVEL TO OTHER CITIES AND GET TO SEE HOW WONDERFUL THEIR BASEBALL/SOCCER FIELDS ARE. SWIMMING POOL WOULD BE NICE FOR KIDS TO ENJOY DURING SUMMER |
| OLDER PARKS IN NEIGHBORHOOD ARES, ARENT VERY NICE. IT SEEMS LOTS OF ATTENTION IS GOING TO THE RIVER PEOPLE AREA 1ST |
| OVERALL, A SAFE ENVIRONMENT IS MOST IMPORTANT |
| OXNARD NEED A SENIOR CENTER WITH A POOL TO EXERCISE FOR RETIREE'S |
| PARKS AND REC ARE VITAL TO OXNARD RESIDENTS WAY OF LIFE MUST BA A PRIORITY |
| PARKS NEED TO BE MONITORES MORE BY POLICE! I SAT AT EASTWOOD FOR 3 HOURS AND SAW ILLIGAL ACTIVITIES AND NOT ONE COP EVEN DROVE BY (3 HOURS, NOT GOOD) |
| PLEASE PLEASE ADDRESS THE HOMELESS PROBLEM, AND RELATED DRUG USE ISSUES. THIS IS THE MAIN REASON WE DO NOT USE THE PARKS MORE OFTEN |

| **What other comments, if any, would you like to make about parks and recreation in Oxnard?**<br>***Displayed are the responses from the 65 respondents (of 164) who wrote in an answer to this question*** |
|---|
| PROVIDE WATER FACILITIES AND SHADE TO ALL DOG PARKS, EXISTING TWO PARKS HAVE NO WATER. ADD DOG PARK AT OXNARD BEACH PARK |
| RECOMMEND HAVING COMMUNITY SERVICE VOLUNTEERS-WATER FOUNTAINS |
| REGULAR MAINENANCE MUST BE TOP PRIORITY. TREE TRIMMING AND MEDIAN MAINTAINANCE SHOULD BE REGULAR. OPTION, RESIDENTIAL CHOICE TO KEEP OR GET RID OF TREES THAT SHED TOO MUCH MESS |
| RULES POSTED. CLEAN UP BEER BOTTLES! SOUTH OXNARD NEEDS A LOT OF HELP! |
| SAD TO SAY BUT COMPARES TO SMALLER CITIES OXNARD PARKS ARE FEWER AND POORER QUALITY |
| SAFETY FOR CHILDREN IN ALL PARKS. NO ALCOHOL, NO DRUGS, AVOID HAVING MANY HOMELESS IN THE PARK. NO SMOKE |
| SHOULD MANDATE NEW BUILDERS TO SE ASIDE PROPERTY FOR PARKS JUST LIKE THEY CITY OF CAM. DID WITH PARDEE CONSTRUCTION CO |
| SMALLER PARK AREAS CAN BE BUILD AROUND CITY. PLAY AREA AND CHILDRENS EQUIPMENT WITHOUT AMMENITIES |
| SPACIFIC TIME FOR "OFF LEASH" DOGS IN PARK, DOGS NEED TO PLAY TOO |
| TALK TO BURBANK OUR SISTER CITY ABOUT RUNNING PARKS, THEIRS ARE OUTSTANDING AND THEY ARE WELL RUN |
| THE CITY HAS A NUMBER OF INSPECTORS 8-10 OF THEM THAT CHECKS THE PARKS AND MEDIANS. THIS IS A WASTE HOMEOWNERS ARE COMPLAINING, WHY HAVE THEM |
| THE CITY NEEDS TO MAKE IT A PRIORITY TO KEEP, MAINTAIN PARKS SAFE, CLEAN AND MAINTAINED. INDIRE NEED OF A SPORTS COMPLEX SPORTS PROGRAMS, TO HOST TOURNAMENTS IN OUR PARKS "OUTSIDE PROGRAMS" |
| THE CITY OF OXNARD SHOULD POLICE THE PARKS FREQUENTLY AND REMOVE THE DRUG ADDICTS, SO OUR CHILDREN ARE SAFE |
| THE CITY WORKERS ARE NOT DOING THE WORK ASSIGNED, THEY SPEND TO MUCH TIME SOCIALIZING AT WORK |
| THE DEPARTMENT IS A COMPLETE FAILURE AND SHOULD BE ABOLISHED, AND THAT MONEY SHOULD BE USED FOR PUBLIC SAFETY |
| THE EQUIPMENT SHOULD BE KEPT CLEAN OR ELSE REMOVED. ADEQUATE LIGHTING IS NEEDED ALSO CAMERAS BECAUSE OF HOMELESS SLEEPING AT NIGHT IN OTHER PARKS |
| THE ONLY THINK I WOULD LIKE TO SAY IS PLEASE PUT LIGHTS FOR KIDS TO BE ABLE TO PLAY SOCCER. AND MORE SCHOOLS FOR KIDS TO PLAY SOCCER! THANK YOU |
| THE PARK IN OXNARD HARBOR NEEDS WATERING, THE GRASS IS DYING OUT. MANY PEOPLE USE IT. NEEDS MORE TRASH CANS, HELP! |
| TO ADD FRUIT TREES AROUND PARKS SO IT CAN BE MORE USEFUL THAN A TREE THAT IS ONLY USED FOR SHADE |
| TO ASSIST WITH KEEPING PARKS CLEAN WE CAN HAVE VOLUNTEERS ASSIST WITH CLEANING OUR PARKS, IE. LIKE COSTAL BEACH CLEANUP DAY. WE SHOULD HAVE PARK CLEANUP DAY |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? *Displayed are the responses from the 65 respondents (of 164) who wrote in an answer to this question* |
|---|
| WE NEED SIGNS FOR NO VAPING NO SMOKING, ADD WATER FOR DOG PARKS, 5TH ST DOG PARK NEEDS RULES SIGN AND AT WINDOW DOG PARK REPLACE MISSING BARK COVER |
| WE NEED TO MOVE THE HOMLESS OUT OF THE PARKS, THIS SHOULD BE THE TOP PRIORITY WHY NO QUESTION ABOUT IT? THE ELEPHANT IN THE ROOM, RELATING TO OXNARD PARKS IN THE PREVALENCE OF HOMELESS PEOPLE. IT IS INTERESTING THAT NONE OF THE QUESTIONS ADDRESS THIS. THE NUMBER ONE PRIORITY FOR THE PARKS SHOULD BE FINDING WAYS TO REMOVE THE HOMELESS SQUATTERS |
| WHEN YOU DON'T TAKE CARE OF YOUR PARKS THE ONES THAT ARE NEGLECTED BECAUSE GANG HANG OUT SPOTS |
| WILSON SENIOR CENTER NEEDS UPDATING OR BUILD NEW, USE SIMI VALLEY SR. CENTER AS AN EXAMPLE |
| YES, MORE |
| YOU NEED SECURITY ALONG THE RIVER, THERE IS A LOT OF HOMELESS THERE |

Table 29: Question #19

| Do you rent or own your home? | Percent | Number |
|---|---|---|
| Rent | 44% | N=72 |
| Own | 56% | N=90 |
| Total | 100% | N=162 |

Table 30: Question #20

| Counting yourself how many people live in your household? | Percent | Number |
|---|---|---|
| One (1) | 11% | N=18 |
| Two (2) | 24% | N=39 |
| Three (3) | 18% | N=29 |
| Four (4) | 23% | N=37 |
| Five (5) | 11% | N=18 |
| Six or more (6+) | 12% | N=20 |
| Total | 100% | N=161 |

Table 31: Question #21

| Do any of the following live in your household? | yes | | no | | Total | |
|---|---|---|---|---|---|---|
| Children age 12 and under | 49% | N=68 | 51% | N=70 | 100% | N=139 |
| Teenagers ages 13 to 19 | 33% | N=44 | 67% | N=91 | 100% | N=135 |
| Adults aged 65 or older (including yourself) | 34% | N=50 | 66% | N=98 | 100% | N=148 |

Table 32: Question #22

| What is your gender? | Percent | Number |
|---|---|---|
| Female | 53% | N=83 |
| Male | 47% | N=75 |
| Total | 100% | N=158 |

Table 33: Question #23

| Which of the following best describes your age? | Percent | Number |
|---|---|---|
| 18 - 24 | 1% | N=2 |
| 25 - 34 | 32% | N=50 |
| 35 - 44 | 12% | N=19 |
| 45 - 54 | 22% | N=35 |
| 55 - 64 | 15% | N=23 |
| 65 years or older | 19% | N=29 |
| Total | 100% | N=159 |

Table 34: Question #24

| What is your race/ethnicity? (Please check all that apply.) | Percent | Number |
|---|---|---|
| American Indian or Alaskan native | 2% | N=4 |
| Asian or Pacific Islander | 11% | N=17 |
| Black or African American | 4% | N=7 |
| Hispanic/Latino/Spanish | 67% | N=105 |
| White/Caucasian | 30% | N=47 |
| Other (specify)* | 4% | N=7 |

*Total may exceed 100% as respondents could check more than one answers.*
**These other responses are found in the table below*

Table 35: Question #24 other responses

| "Other" race/ethnicity |
|---|
| 3RD GEN. EUROPEAN, IS THIS QUESTION REALLY APPROPIATE |
| AMERICAN |
| NINE OTHER COUNTRIES |
| US CITIZEN |

# Appendix B: Crosstabulations of Selected Survey Results by Respondent Characteristics

## Understanding the Tables

For most of the questions, for ease of comparison, responses have been condensed to show only the proportion of respondents selecting specific response options; for example, the percent of respondents who "strongly" or "somewhat" agreed with an item, or who rated the importance of an item as "essential" or "very important."

Chi-square or ANOVA tests of significance were applied to these breakdowns of survey questions. A "p-value" of 0.05 or less indicates that there is less than a 5% probability that differences observed between groups are due to chance; or in other words, a greater than 95% probability that the differences observed in the selected categories of the sample represent "real" differences among those populations. As subgroups vary in size and each group (and each comparison to another group) has a unique margin of error, statistical testing is used to determine whether differences between subgroups are statistically significant. Statistical testing was not performed on multiple response questions.

For each pair or set of subgroup ratings within a row (a single question item) that has a statistically significant difference, an upper case letter denoting significance is shown in the cell with the larger column proportion. The letter denotes the subgroup with the smaller column proportion from which it is statistically different. Subgroups that have no upper case letter denotation in their column and that are also not referred to in any other column were not statistically different.

For example, in Table 36 on the following page, respondents in the NorthWest and SouthEast Quadrant gave statistically significantly higher ratings to satisfaction with the programs/activities the City offers than did those in the SouthWest Quadrant (column D); in addition those in the SouthEast Quadrant also had higher ratings than did those in the NorthEast Quadrant (Column A). However, the rating of satisfaction with the City's offerings in parks were not statistically different among those in the NorthEast, NorthWest, or SouthEast Quadrants, as none of those columns had an A, B, or C in those cells.

## Crosstabulations by Respondent Area of Residence

Table 36: Question #2 by Area

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 38% | 26% | 39% | 50% B |
| I am satisfied with the programs/activities the City offers in the parks | 51% | 73% D | 86% A D | 48% |
| Parks are equitably distributed within the city | 55% | 57% | 71% | 67% |
| I feel welcome at the parks | 62% | 65% | 57% | 81% A C |
| The parks are safe and pleasant | 43% | 39% | 54% | 45% |

Table 37: Question #3 by Area

| During the past year, on average, how often did you visit the beach in Oxnard? | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Never | 23% | 5% | 9% | 11% |
| Less than once per week | 50% | 67% D | 65% D | 33% |
| 1 times per week | 19% | 17% | 15% | 26% |
| 2-4 times per week | 4% | 3% | 7% | 10% |
| 4+ times per week | 4% | 3% | 1% | 16% |
| Not sure | 0% | 5% | 3% | 4% |
| Total | 100% | 100% | 100% | 100% |

Table 38: Question #5 by Area

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 96% B C | 56% | 73% | 91% B C |
| Contribute to the identity of Oxnard | 94% B C D | 75% | 69% | 76% |
| Be a place to enjoy nature, including plants, animals and birds | 99% B C | 76% | 79% | 88% |
| Be a place to swim | 88% C | 72% | 58% | 81% C |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 90% D | 76% | 77% | 72% |

Table 39: Question #6 by Area

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Never | 2% | 3% | 6% | 13% |
| Less than once per week | 46% D | 44% | 44% | 20% |
| 1 time per week | 33% | 20% | 17% | 27% |
| 2-4 times per week | 13% | 30% | 15% | 19% |
| 4+ times per week | 6% | 3% | 15% | 19% |
| Not sure | 0% | 0% | 2% | 2% |
| Total | 100% | 100% | 100% | 100% |

Table 40: Question #7 by Area

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| They are hard to get to | 7% | 10% | 16% | 9% |
| Lack of restrooms is a problem | 29% | 61% A | 51% A | 49% |
| Lack of amenities, like trash bins and benches, is a problem | 27% | 28% | 35% | 39% |
| Lack of lighting is a problem | 55% | 34% | 67% B | 76% A B |
| I am concerned about personal safety when visiting parks | 53% | 40% | 79% A B | 58% |
| The parks are overcrowded | 25% | 45% | 31% | 22% |

Table 41: Question #8 by Area

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| “Green spaces” within the city | 95% | 87% | 99% | 88% |
| Places for rest and relaxation | 86% | 89% | 97% | 93% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 80% | 76% | 78% | 68% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 86% | 84% | 87% | 87% |
| Court sports (e.g., tennis, basketball) | 56% | 67% | 73% | 69% |
| Family and group gathering places | 83% | 81% | 88% | 95% |
| Playground equipment | 83% | 78% | 65% | 82% |
| Places to walk or jog | 92% | 83% | 99% B | 96% B |
| Places for nature or wildlife | 69% | 82% | 76% | 90% A |

Table 42: Question #9 by Area

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Playgrounds | 45% B D | 23% | 45% | 25% |
| Community gardens | 95% B C | 64% | 71% | 90% B |
| Park trails and paths for walking/running/biking | 70% | 87% C | 56% | 74% |
| Places for off-leash dogs to play or exercise | 72% B | 46% | 77% B | 76% B |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 48% | 35% | 58% | 47% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 43% | 33% | 32% | 55% |
| Outdoor softball and baseball fields | 51% | 52% | 53% | 43% |
| Places for picnicking | 69% B D | 42% | 56% | 40% |
| Places for group gatherings (barbecues, birthday parties) | 62% B | 37% | 47% | 42% |
| Places for special events (e.g., festivals, concerts, running races) | 65% B | 37% | 70% B | 61% B |
| Open space and natural areas | 83% B C | 62% | 51% | 70% |
| Indoor recreation and sports centers | 94% D | 87% D | 86% D | 66% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 100% C | 100% C | 88% | 95% |
| Swimming pools | 77% | 83% | 76% | 83% |
| Environmental education facilities | 77% | 83% | 89% | 90% |

Table 43: Question #10 by Area

| Park space should be devoted . . . | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 17% | 11% | 47% B D | 16% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 83% | 89% C | 53% | 84% C |
| Total | 100% | 100% | 100% | 100% |

Table 44: Question #11 by Area

| New park spaces should . . . | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 20% | 14% | 24% | 24% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 80% | 86% | 76% | 76% |
| Total | 100% | 100% | 100% | 100% |

Table 45: Question #12 by Area

| Which choice should the City make to stay within their budget? They should . . . | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 82% B | 41% | 73% | 70% |
| eliminate some programs and facilities | 18% | 59% A | 27% | 30% |
| Total | 100% | 100% | 100% | 100% |

Table 46: Question #13 by Area

| Restrooms should be . . . | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 55% | 70% | 78% | 72% |
| placed only in the most popular parks | 45% | 30% | 22% | 28% |
| Total | 100% | 100% | 100% | 100% |

Table 47: Question #14 by Area

| Lighting of courts (basketball and tennis) at night should be . . . | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| in all parks | 58% | 39% | 73% B | 50% |
| only in the most used parks | 42% | 61% C | 27% | 50% |
| Total | 100% | 100% | 100% | 100% |

Table 48: Question #15 by Area

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 11% | 10% | 19% | 26% |
| Work first on the existing parks that need the most taking care of and investment | 43% | 73% C | 30% | 62% C |
| Work first on the existing parks that are used the most | 45% D | 17% | 51% B D | 13% |
| Total | 100% | 100% | 100% | 100% |

Table 49: Question #16 by Area

| How much would you support or oppose creating a bike and walking path along the river? | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Strongly support | 69% | 52% | 65% | 66% |
| Somewhat support | 20% | 37% | 21% | 21% |
| Somewhat oppose | 7% | 4% | 0% | 6% |
| Strongly oppose | 4% | 7% | 14% | 7% |
| Total | 100% | 100% | 100% | 100% |

Table 50: Question #17 by Area

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 51% | 53% | 64% | 70% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 90% | 73% | 74% | 81% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 99% B | 73% | 94% B | 93% B |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 40% B D | 12% | 28% | 20% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 32% | 38% | 68% A B | 49% |

## Crosstabulations by Respondent Age

Table 51: Question #2 by Age of Respondent

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 27% | 34% | 58% A B |
| I am satisfied with the programs/activities the City offers in the parks | 60% | 66% | 67% |
| Parks are equitably distributed within the city | 55% | 61% | 74% |
| I feel welcome at the parks | 78% | 63% | 63% |
| The parks are safe and pleasant | 45% | 51% | 41% |

Table 52: Question #3 by Age of Respondent

| During the past year, on average, how often did you visit the beach in Oxnard? | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Never | 17% | 3% | 18% B |
| Less than once per week | 61% | 48% | 49% |
| 1 times per week | 18% | 25% | 18% |
| 2-4 times per week | 0% | 9% | 8% |
| 4+ times per week | 2% | 12% | 3% |
| Not sure | 2% | 1% | 5% |
| Total | 100% | 100% | 100% |

Table 53: Question #5 by Age of Respondent

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 85% | 77% | 84% |
| Contribute to the identity of Oxnard | 87% | 73% | 81% |
| Be a place to enjoy nature, including plants, animals and birds | 100% B C | 84% | 79% |
| Be a place to swim | 93% B C | 67% | 71% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 93% B C | 76% | 69% |

Table 54: Question #6 by Age of Respondent

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Never | 0% | 0% | 18% |
| Less than once per week | 38% | 30% | 47% |
| 1 time per week | 27% | 34% | 17% |
| 2-4 times per week | 33% C | 14% | 9% |
| 4+ times per week | 2% | 21% A | 10% |
| Not sure | 0% | 1% | 1% |
| Total | 100% | 100% | 100% |

Table 55: Question #7 by Age of Respondent

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| They are hard to get to | 0% | 12% A | 20% A |
| Lack of restrooms is a problem | 35% | 45% | 58% A |
| Lack of amenities, like trash bins and benches, is a problem | 16% | 35% A | 45% A |
| Lack of lighting is a problem | 40% | 69% A | 65% A |
| I am concerned about personal safety when visiting parks | 43% | 66% A | 59% |
| The parks are overcrowded | 12% | 34% A | 36% A |

**Table 56: Question #8 by Age of Respondent**

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| "Green spaces" within the city | 94% | 97% | 89% |
| Places for rest and relaxation | 88% | 93% | 90% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 82% C | 80% C | 61% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 90% | 87% | 80% |
| Court sports (e.g., tennis, basketball) | 63% | 78% C | 53% |
| Family and group gathering places | 87% | 89% | 84% |
| Playground equipment | 90% B C | 73% | 68% |
| Places to walk or jog | 100% C | 93% | 85% |
| Places for nature or wildlife | 78% | 87% | 76% |

Table 57: Question #9 by Age of Respondent

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Playgrounds | 24% | 49% A | 35% |
| Community gardens | 81% | 91% | 77% |
| Park trails and paths for walking/running/biking | 75% | 69% | 70% |
| Places for off-leash dogs to play or exercise | 58% | 81% A | 67% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 31% | 69% A C | 40% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 36% | 50% | 39% |
| Outdoor softball and baseball fields | 45% | 51% | 50% |
| Places for picnicking | 56% | 55% | 50% |
| Places for group gatherings (barbecues, birthday parties) | 47% | 56% | 43% |
| Places for special events (e.g., festivals, concerts, running races) | 50% | 72% A | 55% |
| Open space and natural areas | 73% | 69% | 68% |
| Indoor recreation and sports centers | 91% C | 83% | 74% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 100% C | 100% C | 89% |
| Swimming pools | 75% | 85% | 79% |
| Environmental education facilities | 71% | 95% A | 84% |

Table 58: Question #10 by Age of Respondent

| Park space should be devoted . . . | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 8% | 37% A | 16% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 92% B | 63% | 84% |
| Total | 100% | 100% | 100% |

Table 59: Question #11 by Age of Respondent

| New park spaces should . . . | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 11% | 25% | 19% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 89% | 75% | 81% |
| Total | 100% | 100% | 100% |

Table 60: Question #12 by Age of Respondent

| Which choice should the City make to stay within their budget? They should . . . | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 71% | 83% C | 53% |
| eliminate some programs and facilities | 29% | 17% | 47% B |
| Total | 100% | 100% | 100% |

Table 61: Question #13 by Age of Respondent

| Restrooms should be . . . | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 54% | 81% A | 70% |
| placed only in the most popular parks | 46% B | 19% | 30% |
| Total | 100% | 100% | 100% |

Table 62: Question #14 by Age of Respondent

| Lighting of courts (basketball and tennis) at night should be . . . | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| in all parks | 51% | 68% | 45% |
| only in the most used parks | 49% | 32% | 55% |
| Total | 100% | 100% | 100% |

Table 63: Question #15 by Age of Respondent

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 9% | 19% | 23% |
| Work first on the existing parks that need the most taking care of and investment | 53% | 48% | 52% |
| Work first on the existing parks that are used the most | 38% | 33% | 25% |
| Total | 100% | 100% | 100% |

Table 64: Question #16 by Age of Respondent

| How much would you support or oppose creating a bike and walking path along the river? | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Strongly support | 79% C | 68% C | 44% |
| Somewhat support | 11% | 27% | 34% A |
| Somewhat oppose | 4% | 0% | 11% |
| Strongly oppose | 6% | 5% | 11% |
| Total | 100% | 100% | 100% |

Table 65: Question #17 by Age of Respondent

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 54% | 58% | 67% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 87% B | 70% | 86% B |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 85% | 93% | 95% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 27% | 30% | 22% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 31% | 47% | 56% A |

## Crosstabulations by Respondent Sex

Table 66: Question #2 by Sex of Respondent

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Male (A) | Female (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 39% | 39% |
| I am satisfied with the programs/activities the City offers in the parks | 64% | 62% |
| Parks are equitably distributed within the city | 65% | 58% |
| I feel welcome at the parks | 65% | 69% |
| The parks are safe and pleasant | 57% B | 37% |

Table 67: Question #3 by Sex of Respondent

| During the past year, on average, how often did you visit the beach in Oxnard? | Male (A) | Female (B) |
|---|---|---|
| Never | 20% B | 6% |
| Less than once per week | 57% | 48% |
| 1 times per week | 11% | 29% A |
| 2-4 times per week | 7% | 6% |
| 4+ times per week | 3% | 7% |
| Not sure | 2% | 3% |
| Total | 100% | 100% |

Table 68: Question #5 by Sex of Respondent

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Male (A) | Female (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 79% | 85% |
| Contribute to the identity of Oxnard | 67% | 93% A |
| Be a place to enjoy nature, including plants, animals and birds | 84% | 90% |
| Be a place to swim | 68% | 83% A |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 74% | 83% |

Table 69: Question #6 by Sex of Respondent

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Male (A) | Female (B) |
|---|---|---|
| Never | 6% | 6% |
| Less than once per week | 46% | 32% |
| 1 time per week | 33% B | 19% |
| 2-4 times per week | 9% | 27% A |
| 4+ times per week | 5% | 16% A |
| Not sure | 0% | 0% |
| Total | 100% | 100% |

Table 70: Question #7 by Sex of Respondent

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Male (A) | Female (B) |
|---|---|---|
| They are hard to get to | 4% | 16% A |
| Lack of restrooms is a problem | 39% | 50% |
| Lack of amenities, like trash bins and benches, is a problem | 30% | 29% |
| Lack of lighting is a problem | 54% | 62% |
| I am concerned about personal safety when visiting parks | 49% | 63% |
| The parks are overcrowded | 23% | 31% |

Table 71: Question #8 by Sex of Respondent

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Male (A) | Female (B) |
|---|---|---|
| "Green spaces" within the city | 88% | 97% A |
| Places for rest and relaxation | 91% | 89% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 84% B | 68% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 87% | 85% |
| Court sports (e.g., tennis, basketball) | 66% | 63% |
| Family and group gathering places | 90% | 84% |
| Playground equipment | 76% | 80% |
| Places to walk or jog | 89% | 95% |
| Places for nature or wildlife | 66% | 92% A |

Table 72: Question #9 by Sex of Respondent

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | Male (A) | Female (B) |
|---|---|---|
| Playgrounds | 36% | 36% |
| Community gardens | 89% | 79% |
| Park trails and paths for walking/running/biking | 62% | 80% A |
| Places for off-leash dogs to play or exercise | 62% | 74% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 45% | 47% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 41% | 44% |
| Outdoor softball and baseball fields | 49% | 50% |
| Places for picnicking | 54% | 53% |
| Places for group gatherings (barbecues, birthday parties) | 58% B | 39% |
| Places for special events (e.g., festivals, concerts, running races) | 55% | 64% |
| Open space and natural areas | 62% | 77% |
| Indoor recreation and sports centers | 81% | 87% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 92% | 100% A |
| Swimming pools | 68% | 92% A |
| Environmental education facilities | 73% | 93% A |

Table 73: Question #10 by Sex of Respondent

| Park space should be devoted . . . | Male (A) | Female (B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 29% | 17% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 71% | 83% |
| Total | 100% | 100% |

Table 74: Question #11 by Sex of Respondent

| New park spaces should . . . | Male (A) | Female (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 21% | 20% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 79% | 80% |
| Total | 100% | 100% |

Table 75: Question #12 by Sex of Respondent

| Which choice should the City make to stay within their budget? They should . . . | Male (A) | Female (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 73% | 64% |
| eliminate some programs and facilities | 27% | 36% |
| Total | 100% | 100% |

Table 76: Question #13 by Sex of Respondent

| Restrooms should be . . . | Male (A) | Female (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 66% | 69% |
| placed only in the most popular parks | 34% | 31% |
| Total | 100% | 100% |

Table 77: Question #14 by Sex of Respondent

| Lighting of courts (basketball and tennis) at night should be . . . | Male (A) | Female (B) |
|---|---|---|
| in all parks | 58% | 55% |
| only in the most used parks | 42% | 45% |
| Total | 100% | 100% |

Table 78: Question #15 by Sex of Respondent

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Male (A) | Female (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 16% | 17% |
| Work first on the existing parks that need the most taking care of and investment | 35% | 69% A |
| Work first on the existing parks that are used the most | 49% B | 14% |
| Total | 100% | 100% |

Table 79: Question #16 by Sex of Respondent

| How much would you support or oppose creating a bike and walking path along the river? | Male (A) | Female (B) |
|---|---|---|
| Strongly support | 67% | 59% |
| Somewhat support | 20% | 29% |
| Somewhat oppose | 5% | 5% |
| Strongly oppose | 9% | 7% |
| Total | 100% | 100% |

Table 80: Question #17 by Sex of Respondent

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Male (A) | Female (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 62% | 57% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 80% | 83% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 95% | 88% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 35% B | 19% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 48% | 42% |

## Crosstabulations by Housing Tenure (Rent or Own)

Table 81: Question #2 by Housing Tenure (Rent or Own)

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Rent (A) | Own (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 34% | 42% |
| I am satisfied with the programs/activities the City offers in the parks | 75% B | 53% |
| Parks are equitably distributed within the city | 58% | 64% |
| I feel welcome at the parks | 68% | 66% |
| The parks are safe and pleasant | 45% | 45% |

Table 82: Question #3 by Housing Tenure (Rent or Own)

| During the past year, on average, how often did you visit the beach in Oxnard? | Rent (A) | Own (B) |
|---|---|---|
| Never | 19% B | 8% |
| Less than once per week | 57% | 49% |
| 1 times per week | 15% | 24% |
| 2-4 times per week | 6% | 7% |
| 4+ times per week | 3% | 8% |
| Not sure | 0% | 5% |
| Total | 100% | 100% |

Table 83: Question #5 by Housing Tenure (Rent or Own)

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Rent (A) | Own (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 77% | 86% |
| Contribute to the identity of Oxnard | 81% | 79% |
| Be a place to enjoy nature, including plants, animals and birds | 85% | 89% |
| Be a place to swim | 79% | 75% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 81% | 78% |

Table 84: Question #6 by Housing Tenure (Rent or Own)

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Rent (A) | Own (B) |
|---|---|---|
| Never | 9% | 4% |
| Less than once per week | 39% | 38% |
| 1 time per week | 23% | 28% |
| 2-4 times per week | 15% | 21% |
| 4+ times per week | 13% | 9% |
| Not sure | 0% | 0% |
| Total | 100% | 100% |

Table 85: Question #7 by Housing Tenure (Rent or Own)

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Rent (A) | Own (B) |
|---|---|---|
| They are hard to get to | 8% | 12% |
| Lack of restrooms is a problem | 38% | 52% |
| Lack of amenities, like trash bins and benches, is a problem | 19% | 42% A |
| Lack of lighting is a problem | 44% | 70% A |
| I am concerned about personal safety when visiting parks | 56% | 57% |
| The parks are overcrowded | 15% | 36% A |

Table 86: Question #8 by Housing Tenure (Rent or Own)

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Rent (A) | Own (B) |
|---|---|---|
| "Green spaces" within the city | 98% B | 89% |
| Places for rest and relaxation | 91% | 90% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 78% | 73% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 85% | 87% |
| Court sports (e.g., tennis, basketball) | 61% | 69% |
| Family and group gathering places | 89% | 85% |
| Playground equipment | 75% | 80% |
| Places to walk or jog | 92% | 92% |
| Places for nature or wildlife | 79% | 79% |

Table 87: Question #9 by Housing Tenure (Rent or Own)

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | Rent (A) | Own (B) |
|---|---|---|
| Playgrounds | 32% | 39% |
| Community gardens | 82% | 84% |
| Park trails and paths for walking/running/biking | 59% | 82% A |
| Places for off-leash dogs to play or exercise | 69% | 68% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 48% | 45% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 41% | 43% |
| Outdoor softball and baseball fields | 46% | 52% |
| Places for picnicking | 57% | 52% |
| Places for group gatherings (barbecues, birthday parties) | 53% | 46% |
| Places for special events (e.g., festivals, concerts, running races) | 54% | 64% |
| Open space and natural areas | 68% | 71% |
| Indoor recreation and sports centers | 98% B | 75% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 98% | 96% |
| Swimming pools | 78% | 82% |
| Environmental education facilities | 77% | 87% |

Table 88: Question #10 by Housing Tenure (Rent or Own)

| Park space should be devoted . . . | Rent (A) | Own (B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 29% | 18% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 71% | 82% |
| Total | 100% | 100% |

Table 89: Question #11 by Housing Tenure (Rent or Own)

| New park spaces should . . . | Rent (A) | Own (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 15% | 23% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 85% | 77% |
| Total | 100% | 100% |

Table 90: Question #12 by Housing Tenure (Rent or Own)

| Which choice should the City make to stay within their budget? They should . . . | Rent (A) | Own (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 71% | 67% |
| eliminate some programs and facilities | 29% | 33% |
| Total | 100% | 100% |

Table 91: Question #13 by Housing Tenure (Rent or Own)

| Restrooms should be . . . | Rent (A) | Own (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 71% | 65% |
| placed only in the most popular parks | 29% | 35% |
| Total | 100% | 100% |

Table 92: Question #14 by Housing Tenure (Rent or Own)

| Lighting of courts (basketball and tennis) at night should be . . . | Rent (A) | Own (B) |
|---|---|---|
| in all parks | 52% | 59% |
| only in the most used parks | 48% | 41% |
| Total | 100% | 100% |

Table 93: Question #15 by Housing Tenure (Rent or Own)

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Rent (A) | Own (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 13% | 19% |
| Work first on the existing parks that need the most taking care of and investment | 43% | 58% |
| Work first on the existing parks that are used the most | 44% B | 23% |
| Total | 100% | 100% |

Table 94: Question #16 by Housing Tenure (Rent or Own)

| How much would you support or oppose creating a bike and walking path along the river? | Rent (A) | Own (B) |
|---|---|---|
| Strongly support | 73% B | 56% |
| Somewhat support | 23% | 24% |
| Somewhat oppose | 0% | 9% |
| Strongly oppose | 4% | 11% |
| Total | 100% | 100% |

Table 95: Question #17 by Housing Tenure (Rent or Own)

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Rent (A) | Own (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 60% | 59% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 88% | 76% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 89% | 93% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 41% B | 15% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 44% | 46% |

## Crosstabulations by Presence of Children Age 12 or Younger in Household

Table 96: Question #2 by Presence of Children (Age 12 and Younger) in Household

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Children in household (A) | NO children in household (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 22% | 52% A |
| I am satisfied with the programs/activities the City offers in the parks | 56% | 69% |
| Parks are equitably distributed within the city | 52% | 70% A |
| I feel welcome at the parks | 70% | 68% |
| The parks are safe and pleasant | 37% | 54% |

Table 97: Question #3 by Presence of Children (Age 12 and Younger) in Household

| During the past year, on average, how often did you visit the beach in Oxnard? | Children in household (A) | NO children in household (B) |
|---|---|---|
| Never | 15% | 9% |
| Less than once per week | 47% | 58% |
| 1 times per week | 19% | 19% |
| 2-4 times per week | 8% | 4% |
| 4+ times per week | 6% | 7% |
| Not sure | 4% | 2% |
| Total | 100% | 100% |

Table 98: Question #5 by Presence of Children (Age 12 and Younger) in Household

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Children in household (A) | NO children in household (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 79% | 81% |
| Contribute to the identity of Oxnard | 87% B | 70% |
| Be a place to enjoy nature, including plants, animals and birds | 91% | 82% |
| Be a place to swim | 88% B | 60% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 90% B | 65% |

Table 99: Question #6 by Presence of Children (Age 12 and Younger) in Household

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Children in household (A) | NO children in household (B) |
|---|---|---|
| Never | 3% | 7% |
| Less than once per week | 22% | 49% A |
| 1 time per week | 30% | 25% |
| 2-4 times per week | 33% B | 8% |
| 4+ times per week | 11% | 10% |
| Not sure | 0% | 0% |
| Total | 100% | 100% |

Table 100: Question #7 by Presence of Children (Age 12 and Younger) in Household

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Children in household (A) | NO children in household (B) |
|---|---|---|
| They are hard to get to | 7% | 10% |
| Lack of restrooms is a problem | 47% | 40% |
| Lack of amenities, like trash bins and benches, is a problem | 24% | 33% |
| Lack of lighting is a problem | 43% | 73% A |
| I am concerned about personal safety when visiting parks | 51% | 60% |
| The parks are overcrowded | 17% | 28% |

Table 101: Question #8 by Presence of Children (Age 12 and Younger) in Household

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Children in household (A) | NO children in household (B) |
|---|---|---|
| "Green spaces" within the city | 93% | 92% |
| Places for rest and relaxation | 96% B | 82% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 88% B | 65% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 96% B | 77% |
| Court sports (e.g., tennis, basketball) | 75% B | 55% |
| Family and group gathering places | 100% B | 72% |
| Playground equipment | 99% B | 58% |
| Places to walk or jog | 98% B | 86% |
| Places for nature or wildlife | 76% | 80% |

Table 102: Question #9 by Presence of Children (Age 12 and Younger) in Household

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | Children in household (A) | NO children in household (B) |
|---|---|---|
| Playgrounds | 39% | 26% |
| Community gardens | 82% | 89% |
| Park trails and paths for walking/running/biking | 73% | 69% |
| Places for off-leash dogs to play or exercise | 60% | 81% A |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 47% | 44% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 49% | 33% |
| Outdoor softball and baseball fields | 63% B | 35% |
| Places for picnicking | 56% | 48% |
| Places for group gatherings (barbecues, birthday parties) | 58% B | 35% |
| Places for special events (e.g., festivals, concerts, running races) | 54% | 63% |
| Open space and natural areas | 71% | 66% |
| Indoor recreation and sports centers | 89% | 77% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 100% | 98% |
| Swimming pools | 80% | 78% |
| Environmental education facilities | 79% | 88% |

Table 103: Question #10 by Presence of Children (Age 12 and Younger) in Household

| Park space should be devoted . . . | Children in household (A) | NO children in household (B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 24% | 24% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 76% | 76% |
| Total | 100% | 100% |

Table 104: Question #11 by Presence of Children (Age 12 and Younger) in Household

| New park spaces should . . . | Children in household (A) | NO children in household (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 24% | 19% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 76% | 81% |
| Total | 100% | 100% |

Table 105: Question #12 by Presence of Children (Age 12 and Younger) in Household

| Which choice should the City make to stay within their budget? They should . . . | Children in household (A) | NO children in household (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 67% | 71% |
| eliminate some programs and facilities | 33% | 29% |
| Total | 100% | 100% |

Table 106: Question #13 by Presence of Children (Age 12 and Younger) in Household

| Restrooms should be . . . | Children in household (A) | NO children in household (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 67% | 67% |
| placed only in the most popular parks | 33% | 33% |
| Total | 100% | 100% |

Table 107: Question #14 by Presence of Children (Age 12 and Younger) in Household

| Lighting of courts (basketball and tennis) at night should be . . . | Children in household (A) | NO children in household (B) |
|---|---|---|
| in all parks | 56% | 57% |
| only in the most used parks | 44% | 43% |
| Total | 100% | 100% |

Table 108: Question #15 by Presence of Children (Age 12 and Younger) in Household

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Children in household (A) | NO children in household (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 13% | 23% |
| Work first on the existing parks that need the most taking care of and investment | 51% | 49% |
| Work first on the existing parks that are used the most | 36% | 28% |
| Total | 100% | 100% |

Table 109: Question #16 by Presence of Children (Age 12 and Younger) in Household

| How much would you support or oppose creating a bike and walking path along the river? | Children in household (A) | NO children in household (B) |
|---|---|---|
| Strongly support | 73% | 60% |
| Somewhat support | 19% | 25% |
| Somewhat oppose | 2% | 5% |
| Strongly oppose | 6% | 10% |
| Total | 100% | 100% |

Table 110: Question #17 by Presence of Children (Age 12 and Younger) in Household

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Children in household (A) | NO children in household (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 51% | 67% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 76% | 83% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 84% | 95% A |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 23% | 31% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 43% | 45% |

## Crosstabulations by Presence of Teenagers Age 13 to 18 in Household

Table 111: Question #2 by Presence of Teenagers (Age 13 to 18) in Household

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 26% | 45% A |
| I am satisfied with the programs/activities the City offers in the parks | 73% | 59% |
| Parks are equitably distributed within the city | 36% | 76% A |
| I feel welcome at the parks | 60% | 75% |
| The parks are safe and pleasant | 26% | 60% A |

Table 112: Question #3 by Presence of Teenagers (Age 13 to 18) in Household

| During the past year, on average, how often did you visit the beach in Oxnard? | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Never | 3% | 16% A |
| Less than once per week | 60% | 52% |
| 1 times per week | 23% | 20% |
| 2-4 times per week | 10% | 3% |
| 4+ times per week | 3% | 6% |
| Not sure | 2% | 2% |
| Total | 100% | 100% |

Table 113: Question #5 by Presence of Teenagers (Age 13 to 18) in Household

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 75% | 86% |
| Contribute to the identity of Oxnard | 87% | 76% |
| Be a place to enjoy nature, including plants, animals and birds | 92% | 86% |
| Be a place to swim | 86% | 73% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 90% B | 73% |

Table 114: Question #6 by Presence of Teenagers (Age 13 to 18) in Household

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Never | 0% | 8% |
| Less than once per week | 30% | 40% |
| 1 time per week | 16% | 33% A |
| 2-4 times per week | 36% B | 11% |
| 4+ times per week | 17% | 8% |
| Not sure | 2% | 0% |
| Total | 100% | 100% |

Table 115: Question #7 by Presence of Teenagers (Age 13 to 18) in Household

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| They are hard to get to | 16% | 7% |
| Lack of restrooms is a problem | 60% B | 39% |
| Lack of amenities, like trash bins and benches, is a problem | 29% | 32% |
| Lack of lighting is a problem | 52% | 63% |
| I am concerned about personal safety when visiting parks | 46% | 64% A |
| The parks are overcrowded | 28% | 24% |

Table 116: Question #8 by Presence of Teenagers (Age 13 to 18) in Household

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| "Green spaces" within the city | 92% | 91% |
| Places for rest and relaxation | 95% | 87% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 94% B | 68% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 94% | 82% |
| Court sports (e.g., tennis, basketball) | 91% B | 50% |
| Family and group gathering places | 95% B | 80% |
| Playground equipment | 92% B | 69% |
| Places to walk or jog | 94% | 91% |
| Places for nature or wildlife | 65% | 82% A |

Table 117: Question #9 by Presence of Teenagers (Age 13 to 18) in Household

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount.<br>Percent responding "far too few" or "too few" | Teenagers in household<br>(A) | NO teenagers in household<br>(B) |
|---|---|---|
| Playgrounds | 50%<br>B | 23% |
| Community gardens | 74% | 87% |
| Park trails and paths for walking/running/biking | 85%<br>B | 67% |
| Places for off-leash dogs to play or exercise | 71% | 73% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 59%<br>B | 39% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 61%<br>B | 30% |
| Outdoor softball and baseball fields | 73%<br>B | 36% |
| Places for picnicking | 63% | 46% |
| Places for group gatherings (barbecues, birthday parties) | 67%<br>B | 37% |
| Places for special events (e.g., festivals, concerts, running races) | 69% | 51% |
| Open space and natural areas | 66% | 70% |
| Indoor recreation and sports centers | 95%<br>B | 79% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 100% | 98% |
| Swimming pools | 92%<br>B | 71% |
| Environmental education facilities | 94%<br>B | 77% |

Table 118: Question #10 by Presence of Teenagers (Age 13 to 18) in Household

| Park space should be devoted . . . | Teenagers in household<br>(A) | NO teenagers in household<br>(B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 25% | 23% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 75% | 77% |
| Total | 100% | 100% |

Table 119: Question #11 by Presence of Teenagers (Age 13 to 18) in Household

| New park spaces should . . . | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 27% | 16% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 73% | 84% |
| Total | 100% | 100% |

Table 120: Question #12 by Presence of Teenagers (Age 13 to 18) in Household

| Which choice should the City make to stay within their budget? They should . . . | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 61% | 71% |
| eliminate some programs and facilities | 39% | 29% |
| Total | 100% | 100% |

Table 121: Question #13 by Presence of Teenagers (Age 13 to 18) in Household

| Restrooms should be . . . | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 78% B | 60% |
| placed only in the most popular parks | 22% | 40% A |
| Total | 100% | 100% |

Table 122: Question #14 by Presence of Teenagers (Age 13 to 18) in Household

| Lighting of courts (basketball and tennis) at night should be . . . | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| in all parks | 62% | 50% |
| only in the most used parks | 38% | 50% |
| Total | 100% | 100% |

Table 123: Question #15 by Presence of Teenagers (Age 13 to 18) in Household

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 17% | 17% |
| Work first on the existing parks that need the most taking care of and investment | 51% | 49% |
| Work first on the existing parks that are used the most | 31% | 34% |
| Total | 100% | 100% |

Table 124: Question #16 by Presence of Teenagers (Age 13 to 18) in Household

| How much would you support or oppose creating a bike and walking path along the river? | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Strongly support | 71% | 65% |
| Somewhat support | 24% | 23% |
| Somewhat oppose | 3% | 4% |
| Strongly oppose | 2% | 8% |
| Total | 100% | 100% |

Table 125: Question #17 by Presence of Teenagers (Age 13 to 18) in Household

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 41% | 72% A |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 76% | 82% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 79% | 95% A |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 29% | 26% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 50% | 39% |

## Crosstabulations by Presence of Older Adults in Household

Table 126: Question #2 by Presence of Older Adults (Age 65+) in Household

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 54% B | 32% |
| I am satisfied with the programs/activities the City offers in the parks | 68% | 61% |
| Parks are equitably distributed within the city | 83% B | 52% |
| I feel welcome at the parks | 65% | 69% |
| The parks are safe and pleasant | 46% | 48% |

Table 127: Question #3 by Presence of Older Adults (Age 65+) in Household

| During the past year, on average, how often did you visit the beach in Oxnard? | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Never | 18% | 11% |
| Less than once per week | 38% | 60% A |
| 1 times per week | 26% | 18% |
| 2-4 times per week | 12% B | 3% |
| 4+ times per week | 7% | 5% |
| Not sure | 0% | 2% |
| Total | 100% | 100% |

Table 128: Question #5 by Presence of Older Adults (Age 65+) in Household

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 93% B | 79% |
| Contribute to the identity of Oxnard | 85% | 78% |
| Be a place to enjoy nature, including plants, animals and birds | 84% | 90% |
| Be a place to swim | 77% | 80% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 72% | 82% |

Table 129: Question #6 by Presence of Older Adults (Age 65+) in Household

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Never | 13% B | 3% |
| Less than once per week | 33% | 40% |
| 1 time per week | 16% | 31% A |
| 2-4 times per week | 20% | 19% |
| 4+ times per week | 17% | 7% |
| Not sure | 1% | 0% |
| Total | 100% | 100% |

Table 130: Question #7 by Presence of Older Adults (Age 65+) in Household

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| They are hard to get to | 14% | 7% |
| Lack of restrooms is a problem | 55% | 44% |
| Lack of amenities, like trash bins and benches, is a problem | 40% | 27% |
| Lack of lighting is a problem | 66% | 57% |
| I am concerned about personal safety when visiting parks | 62% | 56% |
| The parks are overcrowded | 31% | 23% |

Table 131: Question #8 by Presence of Older Adults (Age 65+) in Household

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| "Green spaces" within the city | 95% | 92% |
| Places for rest and relaxation | 92% | 90% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 60% | 80% A |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 85% | 85% |
| Court sports (e.g., tennis, basketball) | 65% | 64% |
| Family and group gathering places | 85% | 87% |
| Playground equipment | 72% | 80% |
| Places to walk or jog | 91% | 93% |
| Places for nature or wildlife | 83% | 76% |

Table 132: Question #9 by Presence of Older Adults (Age 65+) in Household

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Playgrounds | 30% | 35% |
| Community gardens | 83% | 82% |
| Park trails and paths for walking/running/biking | 67% | 75% |
| Places for off-leash dogs to play or exercise | 69% | 68% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 41% | 45% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 42% | 40% |
| Outdoor softball and baseball fields | 42% | 48% |
| Places for picnicking | 60% | 47% |
| Places for group gatherings (barbecues, birthday parties) | 49% | 46% |
| Places for special events (e.g., festivals, concerts, running races) | 64% | 52% |
| Open space and natural areas | 63% | 70% |
| Indoor recreation and sports centers | 79% | 86% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 88% | 100% A |
| Swimming pools | 83% | 79% |
| Environmental education facilities | 91% | 81% |

Table 133: Question #10 by Presence of Older Adults (Age 65+) in Household

| Park space should be devoted . . . | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 17% | 24% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 83% | 76% |
| Total | 100% | 100% |

Table 134: Question #11 by Presence of Older Adults (Age 65+) in Household

| New park spaces should . . . | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 20% | 17% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 80% | 83% |
| Total | 100% | 100% |

Table 135: Question #12 by Presence of Older Adults (Age 65+) in Household

| Which choice should the City make to stay within their budget? They should . . . | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 71% | 68% |
| eliminate some programs and facilities | 29% | 32% |
| Total | 100% | 100% |

Table 136: Question #13 by Presence of Older Adults (Age 65+) in Household

| Restrooms should be . . . | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 63% | 69% |
| placed only in the most popular parks | 37% | 31% |
| Total | 100% | 100% |

Table 137: Question #14 by Presence of Older Adults (Age 65+) in Household

| Lighting of courts (basketball and tennis) at night should be . . . | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| in all parks | 46% | 57% |
| only in the most used parks | 54% | 43% |
| Total | 100% | 100% |

Table 138: Question #15 by Presence of Older Adults (Age 65+) in Household

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 21% | 13% |
| Work first on the existing parks that need the most taking care of and investment | 50% | 52% |
| Work first on the existing parks that are used the most | 29% | 35% |
| Total | 100% | 100% |

Table 139: Question #16 by Presence of Older Adults (Age 65+) in Household

| How much would you support or oppose creating a bike and walking path along the river? | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Strongly support | 54% | 70% |
| Somewhat support | 24% | 24% |
| Somewhat oppose | 7% | 2% |
| Strongly oppose | 14% B | 4% |
| Total | 100% | 100% |

Table 140: Question #17 by Presence of Older Adults (Age 65+) in Household

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 64% | 58% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 86% | 77% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 97% | 87% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 18% | 31% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 58% B | 36% |

## Crosstabulations by Ethnicity (Hispanic versus Non-Hispanic)

**Table 141: Question #2 by Ethnicity of Respondent**

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 28% | 60% A |
| I am satisfied with the programs/activities the City offers in the parks | 68% | 53% |
| Parks are equitably distributed within the city | 58% | 74% |
| I feel welcome at the parks | 67% | 71% |
| The parks are safe and pleasant | 45% | 49% |

**Table 142: Question #3 by Ethnicity of Respondent**

| During the past year, on average, how often did you visit the beach in Oxnard? | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Never | 13% | 12% |
| Less than once per week | 52% | 55% |
| 1 times per week | 23% | 15% |
| 2-4 times per week | 4% | 8% |
| 4+ times per week | 4% | 10% |
| Not sure | 4% | 0% |
| Total | 100% | 100% |

**Table 143: Question #5 by Ethnicity of Respondent**

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 79% | 88% |
| Contribute to the identity of Oxnard | 79% | 82% |
| Be a place to enjoy nature, including plants, animals and birds | 86% | 91% |
| Be a place to swim | 78% | 73% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 84% B | 70% |

Table 144: Question #6 by Ethnicity of Respondent

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Never | 5% | 7% |
| Less than once per week | 31% | 52% A |
| 1 time per week | 30% B | 15% |
| 2-4 times per week | 22% | 12% |
| 4+ times per week | 11% | 13% |
| Not sure | 0% | 1% |
| Total | 100% | 100% |

Table 145: Question #7 by Ethnicity of Respondent

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| They are hard to get to | 13% | 5% |
| Lack of restrooms is a problem | 49% | 36% |
| Lack of amenities, like trash bins and benches, is a problem | 30% | 33% |
| Lack of lighting is a problem | 52% | 71% A |
| I am concerned about personal safety when visiting parks | 61% | 45% |
| The parks are overcrowded | 29% | 20% |

Table 146: Question #8 by Ethnicity of Respondent

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| "Green spaces" within the city | 93% | 93% |
| Places for rest and relaxation | 94% B | 82% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 82% B | 62% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 90% B | 77% |
| Court sports (e.g., tennis, basketball) | 74% B | 48% |
| Family and group gathering places | 91% B | 76% |
| Playground equipment | 80% | 75% |
| Places to walk or jog | 96% B | 85% |
| Places for nature or wildlife | 80% | 81% |

Table 147: Question #9 by Ethnicity of Respondent

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount.<br>Percent responding "far too few" or "too few" | Hispanic<br>(A) | Not Hispanic<br>(B) |
|---|---|---|
| Playgrounds | 38% | 28% |
| Community gardens | 78% | 95%<br>A |
| Park trails and paths for walking/running/biking | 67% | 81% |
| Places for off-leash dogs to play or exercise | 68% | 73% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 53%<br>B | 33% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 47% | 31% |
| Outdoor softball and baseball fields | 55% | 38% |
| Places for picnicking | 60%<br>B | 37% |
| Places for group gatherings (barbecues, birthday parties) | 54%<br>B | 35% |
| Places for special events (e.g., festivals, concerts, running races) | 61% | 58% |
| Open space and natural areas | 73% | 63% |
| Indoor recreation and sports centers | 86% | 79% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 100% | 96% |
| Swimming pools | 81% | 79% |
| Environmental education facilities | 83% | 88% |

Table 148: Question #10 by Ethnicity of Respondent

| Park space should be devoted . . . | Hispanic<br>(A) | Not Hispanic<br>(B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 31%<br>B | 8% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 69% | 92%<br>A |
| Total | 100% | 100% |

Table 149: Question #11 by Ethnicity of Respondent

| New park spaces should . . . | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 23% | 13% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 77% | 87% |
| Total | 100% | 100% |

Table 150: Question #12 by Ethnicity of Respondent

| Which choice should the City make to stay within their budget? They should . . . | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 71% | 64% |
| eliminate some programs and facilities | 29% | 36% |
| Total | 100% | 100% |

Table 151: Question #13 by Ethnicity of Respondent

| Restrooms should be . . . | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 74% B | 56% |
| placed only in the most popular parks | 26% | 44% A |
| Total | 100% | 100% |

Table 152: Question #14 by Ethnicity of Respondent

| Lighting of courts (basketball and tennis) at night should be . . . | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| in all parks | 56% | 52% |
| only in the most used parks | 44% | 48% |
| Total | 100% | 100% |

Table 153: Question #15 by Ethnicity of Respondent

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 16% | 18% |
| Work first on the existing parks that need the most taking care of and investment | 49% | 58% |
| Work first on the existing parks that are used the most | 35% | 24% |
| Total | 100% | 100% |

Table 154: Question #16 by Ethnicity of Respondent

| How much would you support or oppose creating a bike and walking path along the river? | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Strongly support | 70% B | 53% |
| Somewhat support | 19% | 35% A |
| Somewhat oppose | 3% | 8% |
| Strongly oppose | 8% | 4% |
| Total | 100% | 100% |

Table 155: Question #17 by Ethnicity of Respondent

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 62% | 55% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 79% | 82% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 88% | 98% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 25% | 33% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 51% B | 31% |

## Appendix C: Responses to Survey Questions – Open Participation Online Survey

The same survey that was mailed to a random selection of residents was also made available online. The URL link to the survey was publicized by the City of Oxnard. A total of XX individuals answered the first question on the survey; XX answered the last question. Comparisons of the Open Participation survey to the Scientific Survey can be found in *Appendix D: Comparison of Scientific Survey Results with Open Participation Online Survey Results.*

The following tables show the complete set of responses for each question on the survey from the open participation online survey. For one of the questions, two tables are provided, one that includes the "don't know" responses and one that excludes the "don't know" responses.

# Appendix D: Comparison of Scientific Survey Results with Open Participation Online Survey Results

ANOVA and chi-square tests of significance were applied to these comparisons of survey questions. XX

# Appendix E: Survey Methodology

## Survey Purpose

The City of Oxnard is developing a parks and recreation Master Plan. As a part of this planning process, a survey of residents was commissioned to capture community opinion about issues that will be addressed in the plan.

## Developing the Questionnaire

The roughly three-page questionnaire was developed through an iterative process between the staff of the City of Oxnard, DesignWorkshop (the consultant working on the plans), and NRC. A copy of the questionnaire can be found in *Appendix F: Survey Materials*.

## Selecting Survey Recipients for the Scientific Mailed Survey

"Sampling" refers to the method by which survey recipients are chosen. The "sample" refers to all those who were given a chance to participate in the survey. Ideally, the chosen survey recipients should be representative of all eligible survey recipients. Randomly selecting survey recipients ensures that this will occur.

All households located in the Oxnard city limits were eligible to be a part the survey; 1,800 were selected at random to receive the survey. Because local governments generally do not have inclusive lists of all the residences in the jurisdiction (tax assessor and utility billing databases often omit rental units), lists from the United States Postal Service (USPS), updated every three months, usually provide the best representation of all households in a specific geographic location. NRC used the USPS data to select the sample of households. Addresses from the zip codes serving the city were geocoded (mapped to a specific latitude and longitude). Addresses outside the city were excluded, while addresses within were geocoded within four areas to permit results to be compared geographically. (The map on the next page shows the four areas.)

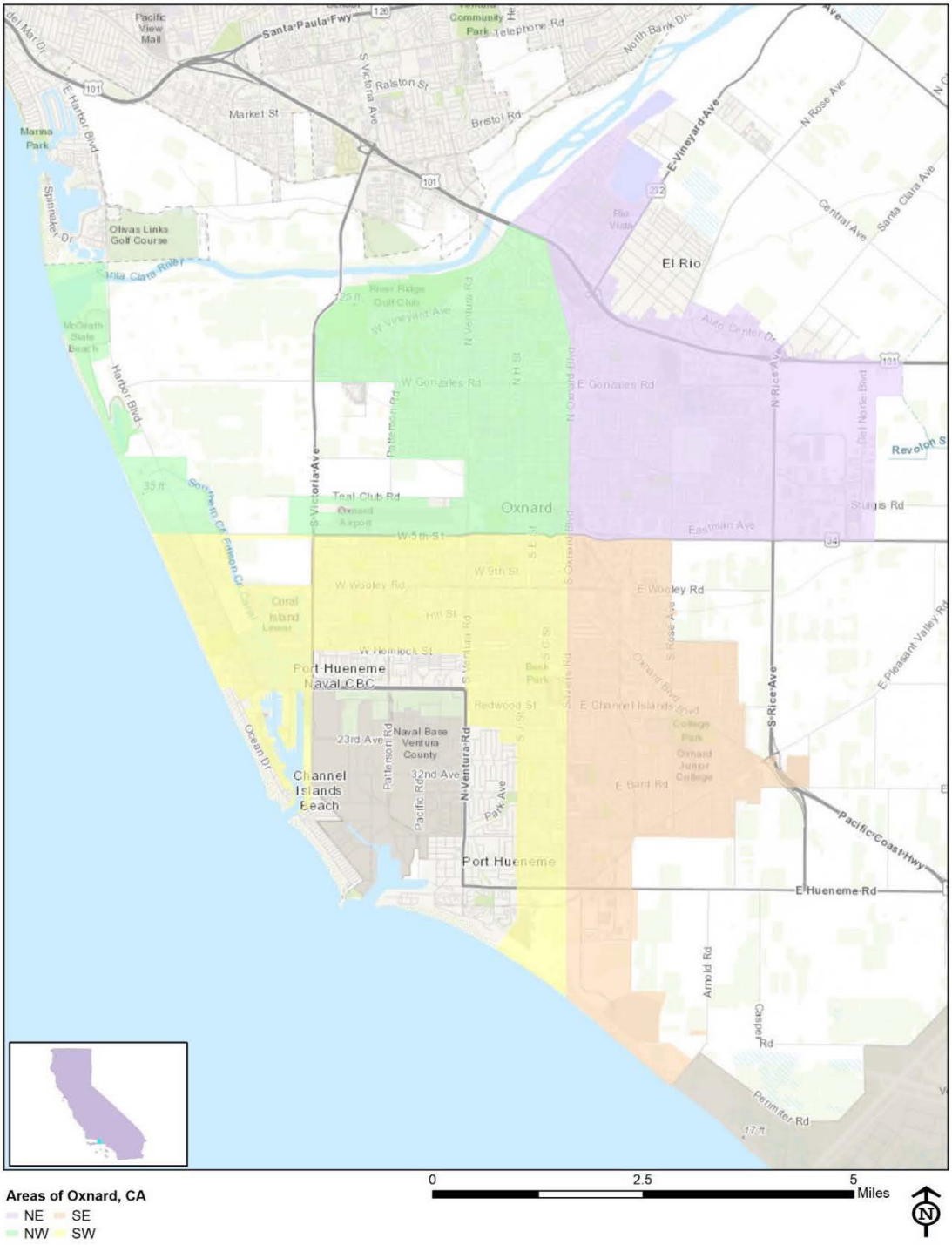
Systematic sampling is a procedure whereby a complete list of all possible addresses is culled, selecting every Nth one until the appropriate number of households is sampled. This procedure was used to select the 1,800 survey recipients. Multi-family housing units were oversampled to compensate for single-family housing unit residents' tendency to return surveys at a higher rate.

## Administering the Mailed Scientific Survey

The database of selected household addresses was processed for certification and verification, using use CASS™/NCOA software that relies on the USPS National Directory information to verify and standardize the address elements and assign each a complete, nine-digit zip code where possible.

Each of these survey recipients were contacted by mail a total of three times in October 2018. The first mailing was a prenotification postcard announcing the upcoming survey. About a week after the prenotification postcard was sent the first wave of the survey was sent. This packet included the roughly three-page questionnaire with a message of introduction and a postage-paid return envelope. A week later a second survey was mailed, with instructions to recycle the survey if they had already responded to the first survey. A copy of the survey materials can be found in *Appendix F: Survey Materials*. A total of 164 completed surveys were returned, for a response rate of 9%.

**Figure 1: Map of Survey Geographic Areas**



### *Confidence Intervals*

The 95% confidence interval (or "margin of error") quantifies the "sampling error" or precision of the estimates made from the survey results. A 95% confidence interval can be calculated for any sample size, and indicates that in 95 of 100 surveys conducted like this one, for a particular item, a result would be found that is within a certain range if everyone in the population of interest was surveyed. The practical difficulties of conducting any resident survey may introduce other sources of error in addition to sampling error. Despite the best efforts to boost participation and ensure potential inclusion of all households, some selected households will decline participation in the survey (referred to as non-response error) and some eligible households may be unintentionally excluded from the listed sources for the sample (referred to as coverage error). Coverage error is very low for this survey, as the USPS delivery sequence file is used to select addresses, which has nearly complete coverage of all households. For this survey, with 164 responses, the 95% confidence interval is plus or minus 7.7 percentage points.

### Survey Processing (Data Entry)

Mailed surveys were returned to NRC directly via postage-paid business reply envelopes. Once received, staff assigned a unique identification number to each questionnaire. Additionally, each survey was reviewed and "cleaned" as necessary. For example, a question may have asked a respondent to pick two items out of a list of five, but the respondent checked three; NRC staff would choose randomly two of the three selected items to be coded in the dataset.

Once all surveys were assigned a unique identification number, they were entered into an electronic dataset. This dataset was subject to a data entry protocol of "key and verify," in which survey data were entered twice into an electronic dataset and then compared. Discrepancies were evaluated against the original survey form and corrected. Range checks as well as other forms of quality control were also performed.

### Analyzing the Results

One of the first steps in the data analysis was to statistically adjust the survey results so that the demographic profile of the respondents mirrors that of the population as a whole. This process is known as "weighting" the data. The primary objective of weighting survey data is to make the survey sample reflective of the larger population of the community. This is done by:
1) reviewing the sample demographics and comparing them to the population norms from the most recent sources and 2) comparing the responses to different questions for demographic subgroups. The demographic characteristics that are least similar to the known demographic profile and yield the most different results are the best candidates for data weighting. For this project, the population norms came from the US Census Bureau's 2016 American Community Survey 5-year estimates. The variables included in the weighting scheme were housing tenure (rent or own) age, sex, ethnicity, presence of children in households and presence of seniors in household. The results of the weighting scheme are presented in the table on the next page. With only 164 cases, the weighting did not completely correct the demographic profile, but did make it much closer.

| Characteristic | Population Norm | Unweighted | Weighted |
|---|---|---|---|
| Tenure | | | |
| Rent | 47% | 23% | 44% |
| Own | 53% | 77% | 56% |
| Sex | | | |
| Male | 50% | 47% | 47% |
| Female | 50% | 53% | 53% |
| Age | | | |
| 18-34 years old | 38% | 13% | 33% |
| 35-54 years old | 36% | 30% | 34% |
| 55+ years old | 26% | 57% | 33% |
| Ethnicity | | | |
| Hispanic | 69% | 46% | 67% |
| Not Hispanic | 31% | 54% | 33% |
| Presence of children age 18 or younger in household | | | |
| Children in household | 50% | 50% | 56% |
| NO children in household | 50% | 50% | 44% |
| Presence of older adults age 65 or older in household | | | |
| Older adults in household | 26% | 55% | 34% |
| NO older adults in household | 74% | 45% | 66% |

The electronic dataset was analyzed using the Statistical Package for the Social Sciences (SPSS). For the most part, frequency distributions and average (mean) ratings are presented in the body of the report. A complete set of frequencies for each survey question is presented in *Appendix A: Responses to Survey Questions*. Chi-square or ANOVA tests of significance were applied to these breakdowns of selected survey questions. A "p-value" of 0.05 or less indicates that there is less than a 5% probability that differences observed between groups are due to chance; or in other words, a greater than 95% probability that the differences observed in the selected categories of the sample represent "real" differences among those populations.

## Open Participation Online Survey

In addition to the scientific survey administered as described above, an open participation survey was made available. A URL of the survey link was publicized by the City of Oxnard, and anyone who wished to could go online to complete the survey. A total of XX individuals answered the first question on the survey; XX answered the last question of this survey. These results can be found in *Appendix C: Responses to Survey Questions – Open Participation Online Survey*, while comparisons to the scientific survey are found in *Appendix D: Comparison of Scientific Survey Results with Open Participation Online Survey Results*.

## Appendix F: Survey Materials

A copy of the survey materials appear on the following pages.

Dear Oxnard Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to answer questions about how we can make Oxnard's parks better.

Please open and complete the survey when it arrives in the next few days!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

Estimado Residente de Oxnard,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido seleccionado aleatoriamente para responder preguntas sobre cómo podemos mejorar los parques de Oxnard.

¡Por favor abra y complete la encuesta cuando le llegue en los próximos días!

Atentamente,

Dear Oxnard Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to answer questions about how we can make Oxnard's parks better.

Please open and complete the survey when it arrives in the next few days!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

Estimado Residente de Oxnard,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido seleccionado aleatoriamente para responder preguntas sobre cómo podemos mejorar los parques de Oxnard.

¡Por favor abra y complete la encuesta cuando le llegue en los próximos días!

Atentamente,

Dear Oxnard Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to answer questions about how we can make Oxnard's parks better.

Please open and complete the survey when it arrives in the next few days!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

Estimado Residente de Oxnard,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido seleccionado aleatoriamente para responder preguntas sobre cómo podemos mejorar los parques de Oxnard.

¡Por favor abra y complete la encuesta cuando le llegue en los próximos días!

Atentamente,

Dear Oxnard Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to answer questions about how we can make Oxnard's parks better.

Please open and complete the survey when it arrives in the next few days!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

Estimado Residente de Oxnard,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido seleccionado aleatoriamente para responder preguntas sobre cómo podemos mejorar los parques de Oxnard.

¡Por favor abra y complete la encuesta cuando le llegue en los próximos días!

Atentamente,

Dear Oxnard Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to answer questions about how we can make Oxnard's parks better.

Please open and complete the survey when it arrives in the next few days!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

Estimado Residente de Oxnard,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido seleccionado aleatoriamente para responder preguntas sobre cómo podemos mejorar los parques de Oxnard.

¡Por favor abra y complete la encuesta cuando le llegue en los próximos días!

Atentamente,

Eric Humel

Eric Humel, Interim Project Manager

CITY OF OXNARD CALIFORNIA

Public Works Department
Attn: Eric Humel
305 West Third St., 3rd Floor
Oxnard, CA 93030

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

CITY OF OXNARD CALIFORNIA

Public Works Department
Attn: Eric Humel
305 West Third St., 3rd Floor
Oxnard, CA 93030

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

CITY OF OXNARD CALIFORNIA

Public Works Department
Attn: Eric Humel
305 West Third St., 3rd Floor
Oxnard, CA 93030

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

CITY OF OXNARD CALIFORNIA

Public Works Department
Attn: Eric Humel
305 West Third St., 3rd Floor
Oxnard, CA 93030

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

CITY OF OXNARD CALIFORNIA

# Show Us the Way:
# Guiding the Master Plan for Oxnard Parks & Recreation

Dear Oxnard Resident,

**We want to hear from you!** Please help us shape the future of parks in Oxnard by taking a few minutes to fill out the enclosed survey.

Your participation is very important, especially since your household is one of only a small number of households randomly selected to receive the survey. The results will be used by the City as they create a Parks and Recreation Master Plan.

A few things to remember:

- Your responses are completely anonymous.
- An adult age 18 or older who is familiar with the parks activities of the household should complete the survey.
- You may return the survey by mail in the enclosed postage-paid envelope.

If you have any questions about the survey, please call the Public Works Hotline at 805-385-8280.

Thank you for your time and participation!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

## City of Oxnard Parks and Recreation Master Plan Resident Survey

**1. What is the one thing you would most like Oxnard to be known for?**

_____

**2. How much do you agree or disagree with each of the following statements about Oxnard's parks?**

| | Strongly agree | Somewhat agree | Somewhat disagree | Strongly disagree | Don't know |
|---|---|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 1 | 2 | 3 | 4 | DK |
| I am satisfied with the programs/activities the City offers in the parks | 1 | 2 | 3 | 4 | DK |
| Parks are equitably distributed within the city | 1 | 2 | 3 | 4 | DK |
| I feel welcome at the parks | 1 | 2 | 3 | 4 | DK |
| The parks are safe and pleasant | 1 | 2 | 3 | 4 | DK |

**3. During the past year, on average, how often did you visit the beach in Oxnard?**

❑ Never ❑ Less than once per week ❑ 1 time per week ❑ 2-4 times per week ❑ 4+ times per week ❑ Not sure

**4. What are some reasons you or other members of your household don't visit Oxnard's beach more often? Please CHECK ALL the reasons that apply.**

❑ Didn't know it was open to the public
❑ I/we don't feel welcome there
❑ It is not easy to get to it
❑ There is no lifeguard
❑ None, I/we use it often
❑ Don't like having the power plant near beach
❑ It is too hard to park
❑ The beach is not well-maintained
❑ The beach is crowded
❑ Other: _____

**5. How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes?**

| | Essential | Very important | Somewhat important | Not at all important | Don't Know |
|---|---|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 1 | 2 | 3 | 4 | DK |
| Contribute to the identity of Oxnard | 1 | 2 | 3 | 4 | DK |
| Be a place to enjoy nature, including plants, animals and birds | 1 | 2 | 3 | 4 | DK |
| Be a place to swim | 1 | 2 | 3 | 4 | DK |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 1 | 2 | 3 | 4 | DK |

**6. During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields?**

❑ Never ❑ Less than once per week ❑ 1 time per week ❑ 2-4 times per week ❑ 4+ times per week ❑ Not sure

**7. How much do you agree or disagree with each of the following statements about Oxnard city parks?**

| | Strongly agree | Somewhat agree | Somewhat disagree | Strongly disagree | Don't know |
|---|---|---|---|---|---|
| They are hard to get to | 1 | 2 | 3 | 4 | DK |
| Lack of restrooms is a problem | 1 | 2 | 3 | 4 | DK |
| Lack of amenities, like trash bins and benches, is a problem | 1 | 2 | 3 | 4 | DK |
| Lack of lighting is a problem | 1 | 2 | 3 | 4 | DK |
| I am concerned about personal safety when visiting parks | 1 | 2 | 3 | 4 | DK |
| The parks are overcrowded | 1 | 2 | 3 | 4 | DK |

**8. City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household.**

| | Essential | Very important | Somewhat important | Not at all important | Don't Know |
|---|---|---|---|---|---|
| "Green spaces" within the city | 1 | 2 | 3 | 4 | DK |
| Places for rest and relaxation | 1 | 2 | 3 | 4 | DK |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 1 | 2 | 3 | 4 | DK |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 1 | 2 | 3 | 4 | DK |
| Court sports (e.g., tennis, basketball) | 1 | 2 | 3 | 4 | DK |
| Family and group gathering places | 1 | 2 | 3 | 4 | DK |
| Playground equipment | 1 | 2 | 3 | 4 | DK |
| Places to walk or jog | 1 | 2 | 3 | 4 | DK |
| Places for nature or wildlife | 1 | 2 | 3 | 4 | DK |

**9. For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount.**

| | Far too many | Too many | About right | Too few | Far too few | Don't know |
|---|---|---|---|---|---|---|
| Playgrounds | 1 | 2 | 3 | 4 | 5 | DK |
| Community gardens | 1 | 2 | 3 | 4 | 5 | DK |
| Park trails and paths for walking/running/biking | 1 | 2 | 3 | 4 | 5 | DK |
| Places for off-leash dogs to play or exercise | 1 | 2 | 3 | 4 | 5 | DK |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 1 | 2 | 3 | 4 | 5 | DK |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 1 | 2 | 3 | 4 | 5 | DK |
| Outdoor softball and baseball fields | 1 | 2 | 3 | 4 | 5 | DK |
| Places for picnicking | 1 | 2 | 3 | 4 | 5 | DK |
| Places for group gatherings (barbecues, birthday parties) | 1 | 2 | 3 | 4 | 5 | DK |
| Places for special events (e.g., festivals, concerts, running races) | 1 | 2 | 3 | 4 | 5 | DK |
| Open space and natural areas | 1 | 2 | 3 | 4 | 5 | DK |
| Indoor recreation and sports centers | 1 | 2 | 3 | 4 | 5 | DK |
| Swimming pools | 1 | 2 | 3 | 4 | 5 | DK |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 1 | 2 | 3 | 4 | 5 | DK |
| Environmental education facilities | 1 | 2 | 3 | 4 | 5 | DK |

Any others? _____

**The City of Oxnard is determining important guiding principles for future parks and recreation programming, and sometimes trade-offs need to be made. We know that all the statements below may or may not reflect values that are important to you, but we want you to choose ONE from each pair that you believe is more important for Oxnard.**

**10. Park space should be devoted . . .**

- ❑ mostly to **popular sports,** like soccer, baseball and basketball, because those serve the most number of people
- ❑ to some popular sports, but also include **diverse opportunities** like arboretums and nature trails

**11. New park spaces should . . .**

- ❑ provide **additional soccer fields**, as this is very popular and there are not enough fields to meet demand
- ❑ provide **other passive and active recreation opportunities** that cannot be found at other parks

**12. Which choice should the City make to stay within their budget? They should . . .**

- ❑ **take care of all existing parks but at a lower level of service,** offering fewer programs and reduced facility hours
- ❑ **eliminate some programs and facilities**

**13. Restrooms should be . . .**

- ❑ placed in all city parks, which would be expensive to build and take care of
- ❑ placed only in the most popular parks

**14. Lighting of courts (basketball and tennis) at night should be . . .**

- ❑ in all parks
- ❑ only in the most used parks

**15. How do you think the City should approach taking care of parks and trails? (Please check only one.)**

- ❑ Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality
- ❑ Work first on the existing parks that need the most taking care of and investment
- ❑ Work first on the existing parks that are used the most

**16. How much would you support or oppose creating a bike and walking path along the river?**

❑ strongly support ❑ somewhat support ❑ somewhat oppose ❑ strongly oppose

**17. The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options?**

| | Strongly agree | Somewhat agree | Somewhat disagree | Strongly disagree | Don't Know |
|---|---|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 1 | 2 | 3 | 4 | DK |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 1 | 2 | 3 | 4 | DK |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 1 | 2 | 3 | 4 | DK |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 1 | 2 | 3 | 4 | DK |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 1 | 2 | 3 | 4 | DK |

**18. What other comments, if any, would you like to make about parks and recreation in Oxnard?**

_____

_____

## About You and Your Household

**19. Do you rent or own your home?**

❑ Rent ❑ Own

**20. Counting yourself how many people live in your household?** .._____ *people*

**21. Do any of the following live in your household?**

| | yes | no |
|---|---|---|
| Children age 12 and under | ❑ | ❑ |
| Teenagers ages 13 to 19 | ❑ | ❑ |
| Adults aged 65 or older (including yourself) | ❑ | ❑ |

**22. What is your gender?**

❑ Female ❑ Male

**23. Which of the following best describes your age?**

- ❑ 18 - 24
- ❑ 25 - 34
- ❑ 35 - 44
- ❑ 45 - 54
- ❑ 55 - 64
- ❑ 65 years or older

**24. What is your race/ethnicity? (Please check all that apply.)**

- ❑ American Indian or Alaskan native
- ❑ Asian or Pacific Islander
- ❑ Black or African American
- ❑ Hispanic/Latino/Spanish
- ❑ White/Caucasian
- ❑ Other_____

Thank you! The City of Oxnard greatly appreciates your responses! Please return the survey in the enclosed postage paid envelope to: National Research Center, Inc.; 2955 Valmont Road, Suite 300; Boulder, CO 80301

CITY OF OXNARD CALIFORNIA

# Muéstrenos el Camino:
# Guiando el Plan Maestro para Parques & Recreación de Oxnard

Estimado Residente de Oxnard,

**¡Queremos escuchar de usted!** Por favor ayúdenos a moldear el futuro de los parques en Oxnard tomando unos cuantos minutos para rellenar la encuesta adjunta.

Su participación es muy importante, especialmente porque su hogar es uno de sólo un pequeño número de hogares seleccionados al azar para recibir la encuesta. Los resultados serán utilizados por la Ciudad conforme crean un Plan Maestro para Parques y Recreación.

Algunas cosas que recordar:

- Sus respuestas son completamente anónimas.
- Un adulto con edad de 18 años o mayor del hogar que esté familiarizado con las actividades en los parques debe completar la encuesta.
- Usted puede devolver la encuesta por correo en el sobre pre-pagado adjunto.

Si tiene alguna pregunta sobre la encuesta, por favor llame a la Public Works Hotline (Línea Directa de Obras Públicas) al 805-385-8280.

¡Gracias por su tiempo y participación!

Atentamente,

Eric Humel

Eric Humel, Director Intermedio de Proyectos

## Encuesta para Residentes sobre el Plan Maestro de Parques y Recreación de la Ciudad de Oxnard

**1. ¿Cuál es una cosa por la que más le gustaría que se conociera a Oxnard?**

_____

**2. ¿Qué tanto está de acuerdo o en desacuerdo con cada una de las siguientes declaraciones sobre los parques de Oxnard?**

| | Fuertemente de acuerdo | Algo de acuerdo | Algo en desacuerdo | Fuertemente en desacuerdo | No sé |
|---|---|---|---|---|---|
| El paisaje, los campos e instalaciones (bancos, mesas de picnic, etc.) se cuidan bien | 1 | 2 | 3 | 4 | NS |
| Estoy satisfecho(a) con los programas/las actividades que ofrece la Ciudad en los parques | 1 | 2 | 3 | 4 | NS |
| Los parques están distribuidos equitativamente dentro de la ciudad | 1 | 2 | 3 | 4 | NS |
| Me siento bienvenido(a) en los parques | 1 | 2 | 3 | 4 | NS |
| Los parques son seguros y agradables | 1 | 2 | 3 | 4 | NS |

**3. Durante el último año, en promedio, ¿qué tan a menudo visitó la playa en Oxnard?**

❑ Nunca ❑ Menos de 1 vez por semana ❑ 1 vez por semana ❑ Entre 2-4 veces por semana ❑ Más de 4 veces por semana ❑ No estoy seguro(a)

**4. ¿Cuáles son algunas razones por las que usted u otros miembros de su hogar no visitan la playa de Oxnard más a menudo? Por favor MARQUE TODAS las razones que apliquen.**

❑ No sabía que estaba abierta al público
❑ No nos sentimos bienvenidos ahí
❑ No es fácil llegar a ella
❑ No hay ningún salvavidas
❑ Ninguna, nosotros la usamos a menudo
❑ No me gusta tener la central eléctrica cerca de la playa
❑ Es demasiado difícil parquearse
❑ La playa no se mantiene bien
❑ La playa está congestionada
❑ Otra: _____

**5. ¿Qué tan importante cree, si lo cree, que la playa en Oxnard sirva para los siguientes propósitos?**

| | Esencial | Muy Importante | Algo Importante | No importante en absoluto | No Sé |
|---|---|---|---|---|---|
| Proporcionar a los residentes acceso fácil a la playa y al océano | 1 | 2 | 3 | 4 | NS |
| Contribuir a la identidad de Oxnard | 1 | 2 | 3 | 4 | NS |
| Ser un lugar para disfrutar la naturaleza, incluyendo plantas, animales y aves | 1 | 2 | 3 | 4 | NS |
| Ser un lugar para nadar | 1 | 2 | 3 | 4 | NS |
| Contribuir a la economía local de Oxnard atrayendo turistas y visitantes | 1 | 2 | 3 | 4 | NS |

**6. Durante el último año, en promedio, ¿qué tan a menudo visitó un parque de la ciudad en Oxnard, incluyendo patios de juegos, áreas de picnic o campos para deportes?**

❑ Nunca ❑ Menos de una vez por semana ❑ 1 vez por semana ❑ Entre 2-4 veces por semana ❑ Más de 4 veces por semana ❑ No estoy seguro(a)

**7. ¿Qué tanto está de acuerdo o en desacuerdo con cada una de las siguientes declaraciones sobre los parques en la ciudad de Oxnard?**

| | Fuertemente de acuerdo | Algo de acuerdo | Algo en desacuerdo | Fuertemente en desacuerdo | No sé |
|---|---|---|---|---|---|
| Es difícil llegar a ellos | 1 | 2 | 3 | 4 | NS |
| La falta de baños es un problema | 1 | 2 | 3 | 4 | NS |
| La falta de comodidades, como basureros y bancos, es un problema | 1 | 2 | 3 | 4 | NS |
| La falta de iluminación es un problema | 1 | 2 | 3 | 4 | NS |
| Estoy preocupado(a) por la seguridad personal al visitar los parques | 1 | 2 | 3 | 4 | NS |
| Los parques están demasiado congestionados | 1 | 2 | 3 | 4 | NS |

**8. Los parques de la ciudad sirven para varios propósitos dentro de una comunidad, algunos de los cuales están listados abajo. Por favor díganos qué tan importante es para usted y su hogar, si lo es, proporcionar cada propósito.**

| | Esencial | Muy Importante | Algo Importante | No importante en absoluto | No Sé |
|---|---|---|---|---|---|
| "Zonas verdes" dentro de la ciudad | 1 | 2 | 3 | 4 | NS |
| Lugares para descanso y relajación | 1 | 2 | 3 | 4 | NS |
| Campos para deportes (p.ej., fútbol, fútbol norteamericano, softball, béisbol, lacrosse) | 1 | 2 | 3 | 4 | NS |
| Espacios abiertos herbosos para juego (para que los niños o adultos jueguen sus propios juegos como "te pillo" (tag), frisbi, cróquet, etc.) | 1 | 2 | 3 | 4 | NS |
| Deportes de cancha (p.ej., tenis, básquetbol) | 1 | 2 | 3 | 4 | NS |
| Lugares para reunión de familia y en grupo | 1 | 2 | 3 | 4 | NS |
| Equipo para patios de juego | 1 | 2 | 3 | 4 | NS |
| Lugares para caminar o trotar | 1 | 2 | 3 | 4 | NS |
| Lugares para naturaleza o vida salvaje | 1 | 2 | 3 | 4 | NS |

**9. Para cada uno de siguientes tipos de instalaciones públicas o lugares, por favor díganos si usted piensa que hay demasiados, muy pocos o lo bueno.**

| | Súper demasiados | Demasiados | Lo bueno | Muy pocos | Demasiado pocos | No sé |
|---|---|---|---|---|---|---|
| Patios de juego | 1 | 2 | 3 | 4 | 5 | NS |
| Jardines comunitarios | 1 | 2 | 3 | 4 | 5 | NS |
| Sendas y caminos de parque para caminar/correr/andar en bicicleta | 1 | 2 | 3 | 4 | 5 | NS |
| Lugares para que perros sin correa jueguen o hagan ejercicio | 1 | 2 | 3 | 4 | 5 | NS |
| Canchas de deportes al aire libre (p.ej., tenis, balonmano, 'pickleball', básquetbol, etc.) | 1 | 2 | 3 | 4 | 5 | NS |
| Campos para deportes abiertos al aire libre (p.ej., fútbol, fútbol norteamericano, lacrosse, etc.) | 1 | 2 | 3 | 4 | 5 | NS |
| Campos para softbol y béisbol al aire libre | 1 | 2 | 3 | 4 | 5 | NS |
| Lugares para hacer un picnic | 1 | 2 | 3 | 4 | 5 | NS |
| Lugares para reuniones en grupo (parrilladas, fiestas de cumpleaños) | 1 | 2 | 3 | 4 | 5 | NS |
| Lugares para eventos especiales (p.ej., festivales, conciertos, carreras a pie) | 1 | 2 | 3 | 4 | 5 | NS |
| Áreas de espacio abierto y naturales | 1 | 2 | 3 | 4 | 5 | NS |
| Centros de recreación y deportes interiores | 1 | 2 | 3 | 4 | 5 | NS |
| Piscinas | 1 | 2 | 3 | 4 | 5 | NS |
| Centros comunitarios (lugares para programas juveniles, programas para adultos de tercera edad, programas educativos, etc.) | 1 | 2 | 3 | 4 | 5 | NS |
| Instalaciones públicas para educación ambiental | 1 | 2 | 3 | 4 | 5 | NS |

¿Algún otro? _____

**La Ciudad de Oxnard está determinando principios de guía importantes para la programación futura de parques y recreación, y a veces se necesita realizar compensaciones. Sabemos que todas las declaraciones abajo podrían o no podrían reflejar valores que son importantes para usted, pero queremos que usted escoja UNA de cada par que usted crea que sea más importante para Oxnard.**

**10. El espacio del parque debería dedicarse . . .**

- ❑ sobretodo a **deportes populares**, como fútbol, béisbol y básquetbol, porque esos le sirven a la mayoría de las personas
- ❑ a algunos deportes populares, pero incluir también **diversas oportunidades** como arboledas y sendas de la naturaleza

**11. Los espacios nuevos de parque deberían . . .**

- ❑ proporcionar **campos de fútbol adicionales**, ya que esto es muy popular y no hay suficientes campos para alcanzar la demanda
- ❑ proporcionar **otras oportunidades de recreación pasiva y activa** que no puedan encontrarse en otros parques

**12. ¿Cuál elección debería tomar la Ciudad para mantenerse dentro de su presupuesto? Deberían . . .**

- ❑ **cuidar todos los parques existentes pero a un nivel inferior de servicio,** ofreciendo menos programas y horas reducidas de los servicios
- ❑ **eliminar algunos programas e instalaciones**

**13. Los baños deberían . . .**

- ❑ colocarse en todos los parques de la ciudad, lo cual sería caro para construir y cuidar
- ❑ colocarse únicamente en los parques más populares

**14. La iluminación de canchas (básquetbol y tenis) por la noche debería estar . . .**

- ❑ en todos los parques
- ❑ únicamente en los parques más utilizados

**15. ¿Cómo cree usted que debiera abordarse la Ciudad al cuido de parques y sendas? (Por favor marque sólo una.)**

- ❑ Extender el esfuerzo uniformemente sobre todos los parques, aunque signifique que todos se cuidarían con una calidad inferior
- ❑ Trabajar primero en los parques existentes que necesiten el mayor cuidado e inversión
- ❑ Trabajar primero en los parques existentes que se usan más

**16. ¿Qué tanto apoyaría o se opondría usted a crear un camino para andar en bicicleta y caminar al lado del río?**

❑ fuertemente apoyaría ❑ algo apoyaría ❑ algo me opondría ❑ fuertemente me opondría

**17. La Ciudad de Oxnard está explorando maneras de financiar parques y recreación en el futuro. ¿Cuánto está de acuerdo o en desacuerdo con cada una de las siguientes opciones de financiamiento?**

| | Fuertemente de Acuerdo | Algo de Acuerdo | Algo en Desacuerdo | Fuertemente en Desacuerdo | No Sé |
|---|---|---|---|---|---|
| Programas de recreación y deportes deben pagarse por sí mismos por medio de las tarifas de usuarios | 1 | 2 | 3 | 4 | NS |
| Programas productivos o populares (tales como ligas deportivas y lecciones de natación) pueden ayudar en el pago de programas menos productivos (tales como programas terapéuticos, para tercera edad y juveniles) | 1 | 2 | 3 | 4 | NS |
| La Ciudad debería complementar el costo de construir parques nuevos y de mantener parques existentes usando fuentes de ingreso diferentes, tales como becas y donaciones | 1 | 2 | 3 | 4 | NS |
| La Ciudad debería complementar el costo de construir parques nuevos y de mantener parques existentes por medio de un nuevo impuesto | 1 | 2 | 3 | 4 | NS |
| Individuos viviendo fuera de Oxnard deberían pagar tarifas más altas para participar en programas de recreación | 1 | 2 | 3 | 4 | NS |

**18. ¿Cuáles otros comentarios, si hubiera, le gustaría hacer sobre parques y recreación en Oxnard?**

_____

_____

## Sobre Usted y Su Hogar

**19. ¿Usted alquila o es dueño(a) de su hogar?**

❑ Alquilo ❑ Soy dueño(a)

**20. Contándose usted mismo, ¿cuántas personas viven en su hogar?** _____ *personas*

**21. ¿Alguno de los siguientes viven en su hogar?**

| | sí | no |
|---|---|---|
| Niños de 12 años y menor | ❑ | ❑ |
| Adolescentes entre 13 y 19 años | ❑ | ❑ |
| Adultos de 65 años o mayor (incluyéndose usted mismo) | ❑ | ❑ |

**22. ¿Cuál es su género?**

❑ Femenino ❑ Masculino

**23. ¿Cuál de los siguientes describe mejor su edad?**

- ❑ 18 – 24 años
- ❑ 25 – 34 años
- ❑ 35 – 44 años
- ❑ 45 – 54 años
- ❑ 55 – 64 años
- ❑ 65 años o mayor

**¿Cuál es su raza/etnicidad? (Por favor marque todas las que aplican.)**

- ❑ Indígena Americana o Nativo de Alaska
- ❑ Asiática o Isleña del Pacífico
- ❑ Negra o Afroamericana
- ❑ Hispana/Latina/Española
- ❑ Blanca/Caucásica
- ❑ Otra_____

¡Gracias! ¡La Ciudad de Oxnard le agradece mucho sus respuestas! Por favor devuelva la encuesta en el sobre pre-pagado adjunto a: National Research Center, Inc.; 2955 Valmont Road, Suite 300; Boulder, CO 80301

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

# Final Survey Results

CITY OF OXNARD CALIFORNIA

## Oxnard Parks and Recreation Survey Report of Results

April 2019

NRC National Research Center Inc

2955 Valmont Road, Suite 300• Boulder, CO 80301 • 303-444-7863 • www.n-r-c.com

# Contents

**Executive Summary** ..... **1**

**Survey Background** ..... **3**

**Survey Results** ..... **4**

Oxnard Beach ..... 4

Oxnard City Parks ..... 7

Use of and Satisfaction with Oxnard City Parks ..... 7

Perceived Gaps in the Parks and Recreation Offerings of the City of Oxnard ..... 10

Vision for Oxnard Parks ..... 13

Resident Priorities for Oxnard Parks ..... 14

Funding Options for Oxnard Parks and Recreation ..... 17

**Appendix A: Responses to Survey Questions** ..... **18**

**Appendix B: Crosstabulations of Selected Survey Results by Respondent Characteristics** ..... **50**

Crosstabulations by Respondent Area of Residence ..... 51

Crosstabulations by Respondent Age ..... 58

Crosstabulations by Respondent Sex ..... 64

Crosstabulations by Housing Tenure (Rent or Own) ..... 69

Crosstabulations by Presence of Children Age 12 or Younger in Household ..... 74

Crosstabulations by Presence of Teenagers Age 13 to 18 in Household ..... 80

Crosstabulations by Presence of Older Adults in Household ..... 86

Crosstabulations by Ethnicity (Hispanic versus Non-Hispanic) ..... 92

**Appendix C: Responses to Survey Questions – Open Participation Survey** ..... **98**

**Appendix D: Comparison of Scientific Survey Results with Open Participation Online Survey Results** ..... **152**

**Appendix E: Survey Methodology** ..... **163**

**Appendix F: Survey Materials** ..... **167**

# Figures

Figure 1: Visitation of Oxnard Beaches ..... 4
Figure 2: Reasons for NOT Visiting Oxnard Beaches ..... 5
Figure 3: Vision for Oxnard Beaches ..... 6
Figure 4: Visitation of Oxnard City Parks ..... 7
Figure 5: Ratings of Oxnard's Parks ..... 8
Figure 6: Concerns about Oxnard's Parks ..... 9
Figure 7: Ratings of Amount of Oxnard Parks and Recreation Offerings ..... 11
Figure 8: Support for or Opposition to a Bike Walking Path Along River ..... 12
Figure 9: Vision for Oxnard Parks ..... 13
Figure 10: Trade-offs: Park Space ..... 14
Figure 11: Trade-offs: New Park Spaces ..... 15
Figure 12: Trade-offs: Budget Choices ..... 15
Figure 13: Trade-offs: Restrooms ..... 15
Figure 14: Trade-offs: Court Lighting ..... 16
Figure 15: Trade-offs: Care of Parks and Trails ..... 16
Figure 16: Agreement or Disagreement with Funding Options for Oxnard Parks and Recreation ..... 17
Figure 17: Map of Survey Geographic Areas ..... 164

# Executive Summary

## Survey Background

The City of Oxnard is creating a master plan for Oxnard Parks & Recreation. As a part of this process, the City sought to hear from a representative sample of Oxnard residents and contracted with National Research Center, Inc. to conduct a scientific survey.

All households located in the city limits of Oxnard were eligible to be a part the survey; 1,800 were selected at random to receive the survey. Each household was contacted by mail a total of three times in October of 2018. The first mailing was a prenotification postcard announcing the upcoming survey. About a week after the prenotification postcard was sent, the first four-page survey packet was mailed. This packet included the 3-page questionnaire with an introductory message and a postage-paid return envelope. A week later the second survey packet was mailed, with instructions to recycle the survey if they had already responded to the first survey. A total of 164 completed surveys were returned, for a response rate of 9%. Typical response rates for a survey of this type are between 8% and 25%. With 164 responses, the 95% confidence interval is plus or minus 7.7 percentage points.

## Key Findings

- **Almost all residents had visited the beach but most were not regular users.**
  Most respondents (87%) had been to the beach at least once during the past year, but many went less often than once per week. About one-third were regular visitors, going to the beach once a week or more, on average.
- **Parking was a main barrier to beach-going..**
  The most common reason for not visiting the beach were feeling it was too hard to park. Other common reasons were a dislike for the power plant near the beach, feeling that the beach is not well-maintained and the lack of a lifeguard.
- **Enjoyment of nature was an essential purpose for the beach.**
  About 60% of respondents felt it was essential or the beach to be a place to enjoy nature, including plants, animals and birds, and 90% thought this was an essential or very important purpose. While the beach as a place to swim was least essential of five purposes listed, it was still seen as an essential or very important purpose by three-quarters of respondents.
- **Park visitation was more regular than beach visitation.**
  Nearly all (94%) respondents had visited an Oxnard city park at least once in the previous year, and over half reported doing so at least once per week, on average.
- **A significant proportion of residents expressed concerns about Oxnard city parks.**
  While about two-thirds of respondents said they felt welcome at the parks, believed parks were equitably distributed throughout the city and were satisfied with the City's offerings in the parks, a third disagreed with these sentiments. In addition, fewer than half of respondents thought the parks were well-taken care of or that the parks were safe and pleasant places to be.

  Furthermore, lack of lighting and concern for personal safety at Oxnard's parks were a source of anxiety for over half of respondents. While over four in 10 felt that a lack of restrooms at Oxnard parks were a problem, this was not a concern for over half of those completing the survey. About three in 10 felt a need for more amenities like trash bins and benches, and 3 in 10 felt the parks are overcrowded, but 7 in 10 were unconcerned about these issues. Most

respondents did not feel that the parks were hard to get to; only about 1 in 10 said it was difficult to get to Oxnard's parks.

- **Residents expressed as need for more indoor recreation facilities.**
  The type of facilities felt to be most lacking were community centers; nearly all respondents thought there were far too few or too few of these. In addition slightly more than 8in 10 respondents thought there too few environmental education facilities and about 8 in 10 felt there were too few indoor recreation and sports centers.

  Community gardens and swimming pools were deemed insufficient by about 8 in 10 respondents, while 7 in 10 considered there to be too few park trails and paths, too few open space and natural areas, and too few places for off-leash dogs to play or exercise.

  A majority of respondents (but certainly not all) felt there were an adequate amount of playgrounds, outdoor open sports fields, outdoor sports courts, outdoor ball fields, and places for group gatherings.

  Two-thirds of respondents strongly supported creating a bike and walking path along the river, with another quarter somewhat supporting it. Only 13% of respondents opposed the construction of a bike and walking path along the river.

- **Having places to walk or jog, having "green spaces" and having places for rest and relaxation were crucial to residents.**
  Of all the possible purposes rated by respondents, sports fields and court sports had the fewest believing they were essential or very important functions, although they were deemed essential or very important by a majority of respondents. Most essential were having places to walk or jog, having "green spaces" in the City and having places for rest and relaxation.

- **Over half of residents strongly opposed a new tax to fund parks and beaches.**
  A variety of funding options were presented to those completing the survey, and respondents indicated the extent to which they agreed or disagreed that each should be considered to financially support Oxnard parks and recreation.

  Nearly all respondents were in favor of supplementing the cost of building new parks and maintaining existing ones through grants and donations (although this is not likely to ever be a major source of funding for parks and recreation in any community).Most respondents (about 8 in 10) approved of having profitable or popular programs help subsidize less profitable programs such as therapeutic, senior and youth programs.

  About 6 in 10 respondents felt that recreation and sports programs must pay for themselves through user fees, but 4 in 10 disagreed with this approach. Surprisingly, a majority of residents did not feel that individuals living outside of Oxnard should pay higher fees for recreation programs.

## Survey Background

The City of Oxnard is creating a master plan for Oxnard Parks & Recreation. As a part of this process, the City desired to hear from a representative sample of Oxnard residents and contracted with National Research Center, Inc. to conduct a scientific survey.

All households located in the city limits of Oxnard were eligible to be a part the survey; 1,800 were selected at random to receive the survey. Each survey recipient was contacted by mail a total of three times in October of 2018. The first mailing was a prenotification postcard announcing the upcoming survey. About a week after the prenotification postcard was sent, the first four-page survey packet was mailed. This packet included the 3-page questionnaire with an introductory message and a postage-paid return envelope. A week later a second survey packet was mailed, with instructions to recycle the survey if they had already responded to the first survey. A copy of the survey materials can be found in *Appendix F: Survey Materials*. A total of 164 completed surveys were returned, for a response rate of 9%. Typical response rates for a survey of this type are between 8% and 25%. With 164 responses, the 95% confidence interval is plus or minus 7.7 percentage points. More information about the survey methodology can be found in *Appendix E: Survey Methodology*.

Graphs and tables are used to summarize results in the body of this report, while a full set of frequencies for all response options to all questions appear in *Appendix A: Responses to Survey Questions*. Crosstabulations of survey results by respondent characteristics can be found in *Appendix B: Crosstabulations of Selected Survey Results by Respondent Characteristics*. When a table for a question that only permitted a single response does not total to exactly 100%, it is due to the customary practice of rounding percentages to the nearest whole number. When the total exceeds 100% in a table for a question in which the respondent can choose more than one category, it is because some respondents are counted in multiple categories.

As well as the scientific survey administered as described above, an open participation survey was made available. A URL of the survey link was publicized by the City of Oxnard, and anyone who wished to could complete the survey online. In addition, surveys were distributed at a workshop. A total of 418 individuals answered at least one question on the survey; 305 to the online survey and 113 to the survey distributed at the workshop. The results for this open participation survey effort can be found in *Appendix C: Responses to Survey Questions – Open Participation Survey* , while comparisons to the scientific survey are found in *Appendix D: Comparison of Scientific Survey Results with Open Participation Online Survey Results*.

# Survey Results

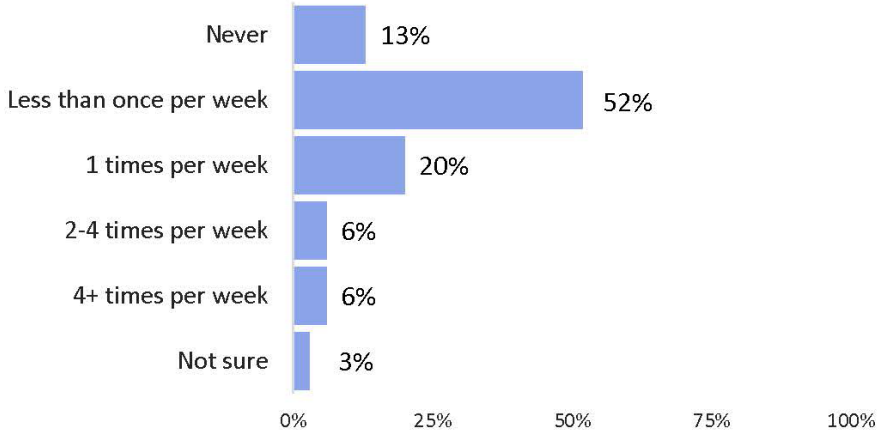
Through the Oxnard Parks and Recreation Master Plan Survey, a scientific sample of residents provided feedback on issues that will need to be addressed in the plan. Survey participants reported on their use of the beach in Oxnard and of Oxnard city parks, including playgrounds, picnic areas or sports fields. They shared what they thought the important purposes of the beach and parks should be. They voiced their concerns, explained where they thought there were gaps in the parks and recreation offerings of City, and contributed their perspectives on funding options to make the vision come to life.

## Oxnard Beach

Most respondents (87%) had been to the beach at least once during the past year, but most went less often than once per week. About one-third said they usually visit the beach once a week or more.

**Figure 1: Visitation of Oxnard Beaches**

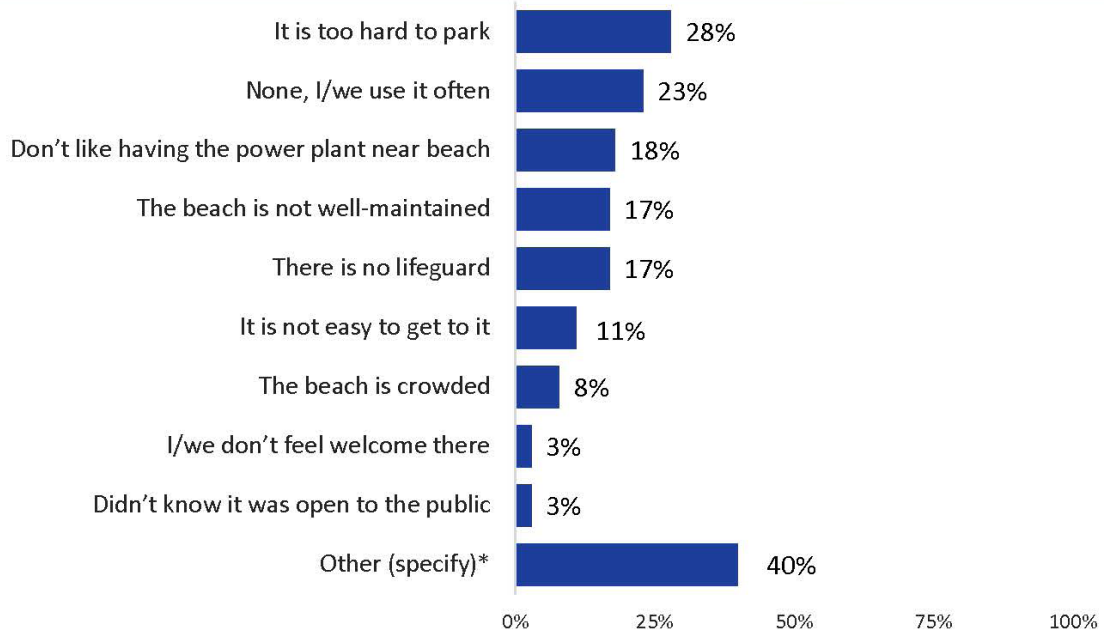
During the past year, on average, how often did you visit the beach in Oxnard?



When asked why they did not visit Oxnard's beach more often, the reason cited most often was that it was too hard to park. Other common reasons were a dislike of the power plant near the beach, feeling that the beach is not well-maintained and the lack of a lifeguard. Some indicated crowding at the beach, not feeling welcome at the beach, or not knowing that the beach was open to the public; however, these were indicated with less frequency.

**Figure 2: Reasons for NOT Visiting Oxnard Beaches**

What are some reasons you or other members of your household don't visit Oxnard's beach more often? Please CHECK ALL the reasons that apply.



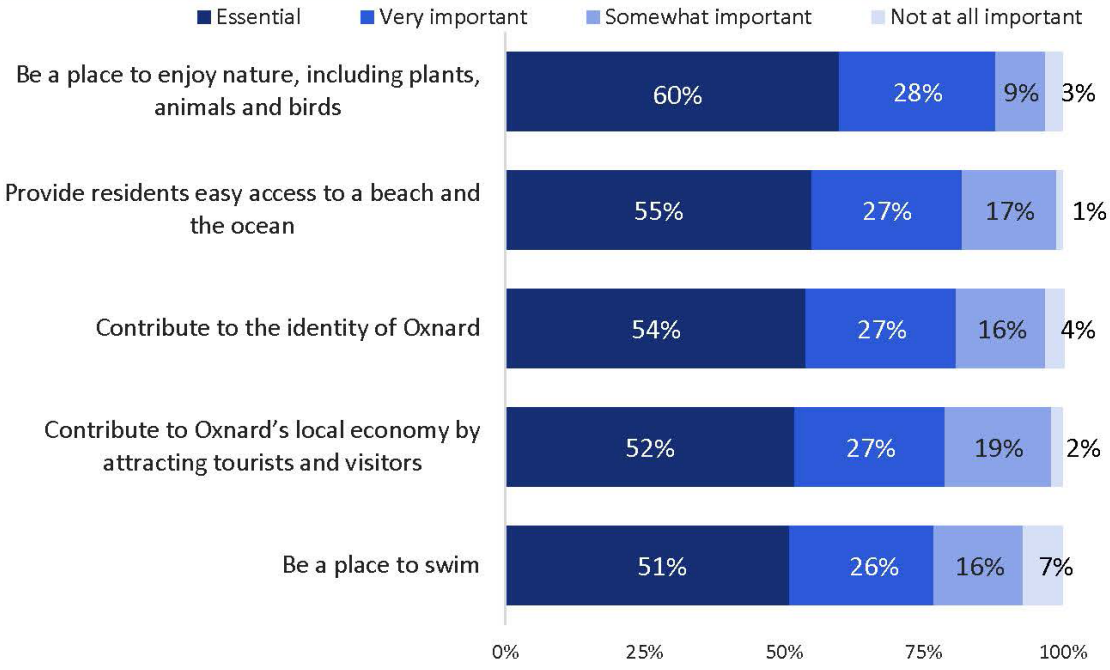

*Note: Percents add to more than 100% as respondents could choose more than one response.*
** Other responses given by respondents can be found in Table 7 in Appendix A: Responses to Survey Questions.*

Those completing the survey were asked how important they felt it was for the beach in Oxnard to serve five different purposes. All were considered at least somewhat important by three-quarters or more of respondents and all were considered essential by half or more of respondents.

However, the purpose that was most often thought to be essential was for the beach to be a place to enjoy nature. While the beach as a place to swim was at the bottom of this list, it was still seen as an essential or very important purpose by three-quarters of respondents.

**Figure 3: Vision for Oxnard Beaches**

How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes?



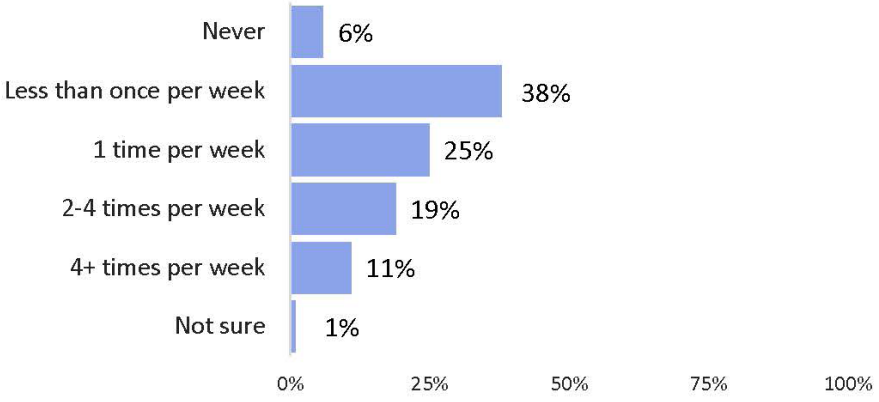
# Oxnard City Parks

## Use of and Satisfaction with Oxnard City Parks

Nearly all (94%) respondents had visited an Oxnard city park at least once in the previous year, and over half reported doing so at least once per week, on average.

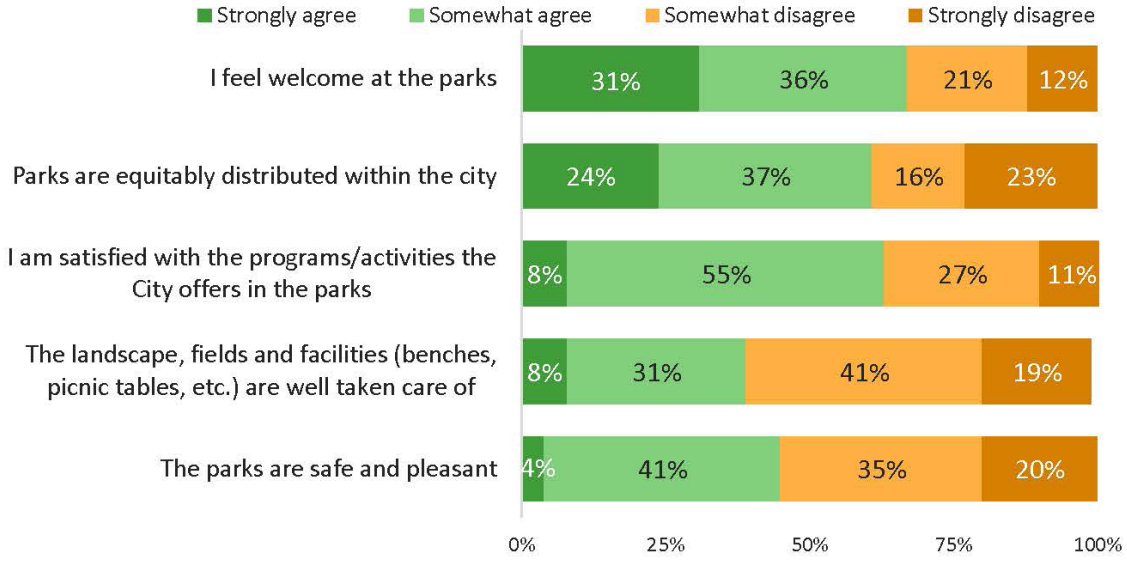
**Figure 4: Visitation of Oxnard City Parks**

During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields?



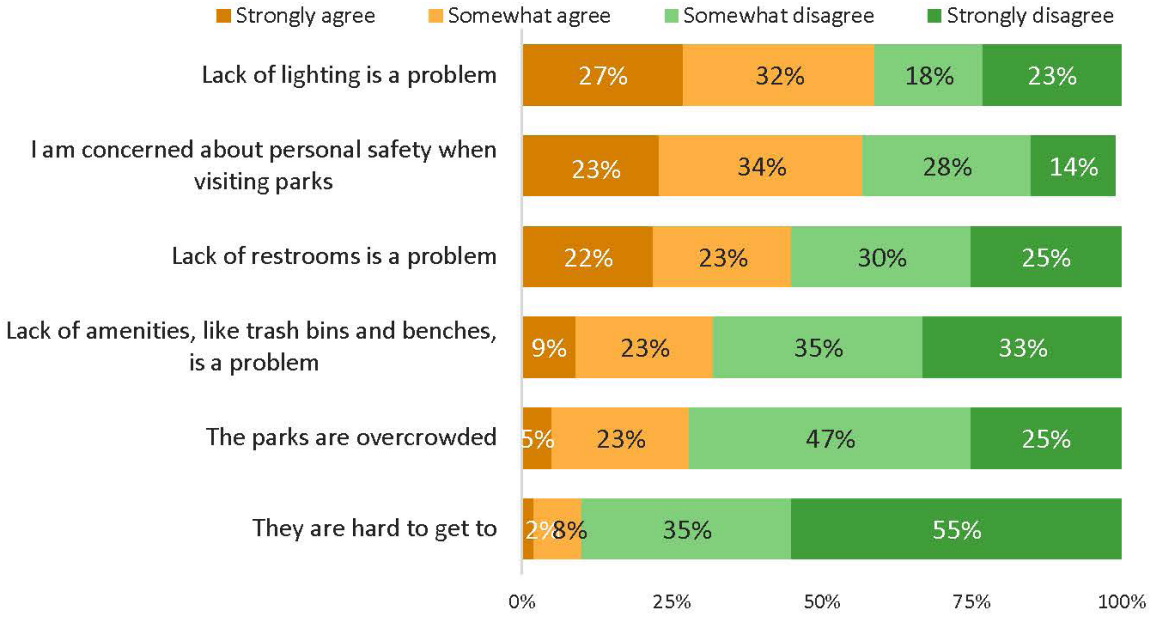
About two-thirds of respondents said they feel welcome at the parks, believe parks are equitably distributed throughout the city and are satisfied with the City's offerings in the park, but a third disagreed with these sentiments. More than half of respondents ***disagreed*** that the parks are well-taken care of or that the parks are safe and pleasant places to be.

**Figure 5: Ratings of Oxnard's Parks**



In addition, lack of lighting and concern for personal safety at Oxnard's parks were a source of anxiety for over half of respondents. Over 4 in 10 felt that a lack of restrooms at Oxnard parks was a problem, but this was not a concern for over half of those completing the survey. About 3 in 10 felt that there was a need for more amenities like trash bins and benches, and 3 in 10 felt the parks are overcrowded, but 7 in 10 were not concerned with these issues. Most respondents did not feel that the parks were hard to get to; only about 1 in 10 had difficulty getting to Oxnard's parks.

**Figure 6: Concerns about Oxnard's Parks**



## Perceived Gaps in the Parks and Recreation Offerings of the City of Oxnard

Survey participants provided their perspective on the availability of a variety of parks and recreation facilities or places in Oxnard. Very few respondents thought there were too many of any type of offering, but just over one in 10 believed there were too many outdoor sports courts.

The type of facilities felt to be most lacking were community centers; nearly two-thirds of respondents felt there were far too few of these, and another third though there were too few; only 3% thought there was about the right amount (see Figure 7 on the next page).

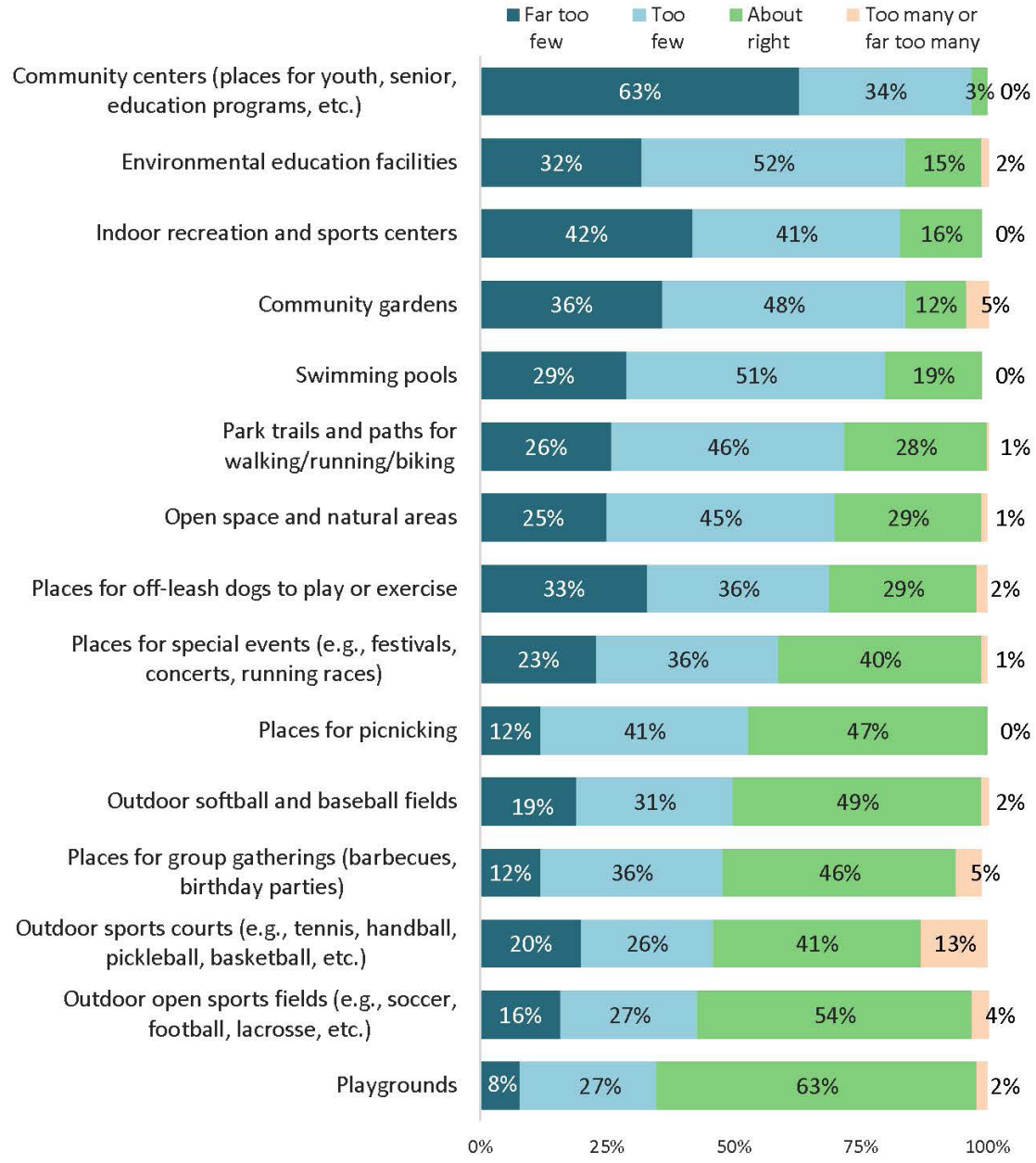
Also at the top of the list of the types of facilities deemed deficient in Oxnard were other types of indoor recreation facilities. Just over 8 in 10 respondents thought there far too few or too few environmental education facilities, and about 8 in 10 felt there were too few indoor recreation and sports centers.

Community gardens and swimming pools were perceived to be lacking by about 8 in 10 respondents. About 7 in 10 considered there to be too few park trails and paths, too few open space and natural areas, and too few places for off-leash dogs to play or exercise.

A majority of respondents (but certainly not all) felt there were a sufficient amount of playgrounds, outdoor open sports fields, outdoor sports courts, outdoor ball fields, and places for group gatherings.

**Figure 7: Ratings of Amount of Oxnard Parks and Recreation Offerings**

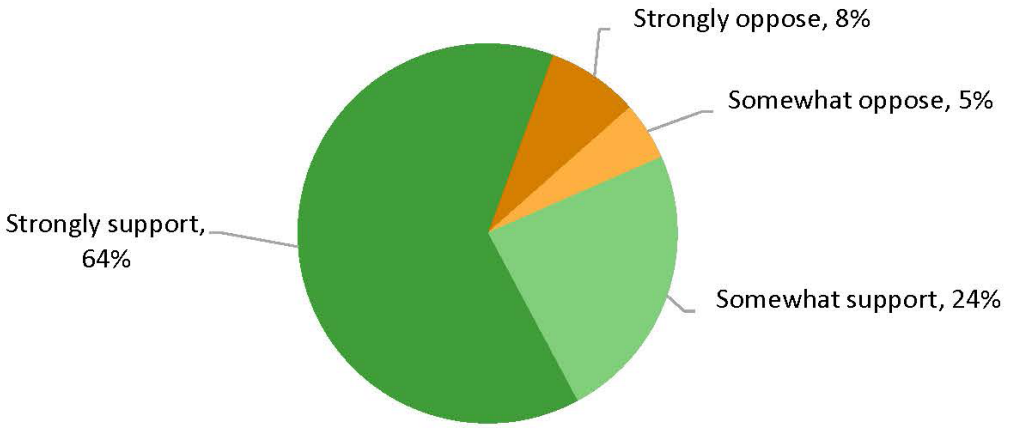
For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount.



There was a great deal of support for creating a bike and walking path along the river; two-thirds of respondents strongly supported this idea, and another quarter somewhat supported it. Only 13% of respondents strongly or somewhat opposed the construction of a bike and walking path along the river.

**Figure 8: Support for or Opposition to a Bike Walking Path Along River**

How much would you support or oppose creating a bike and walking path along the river?



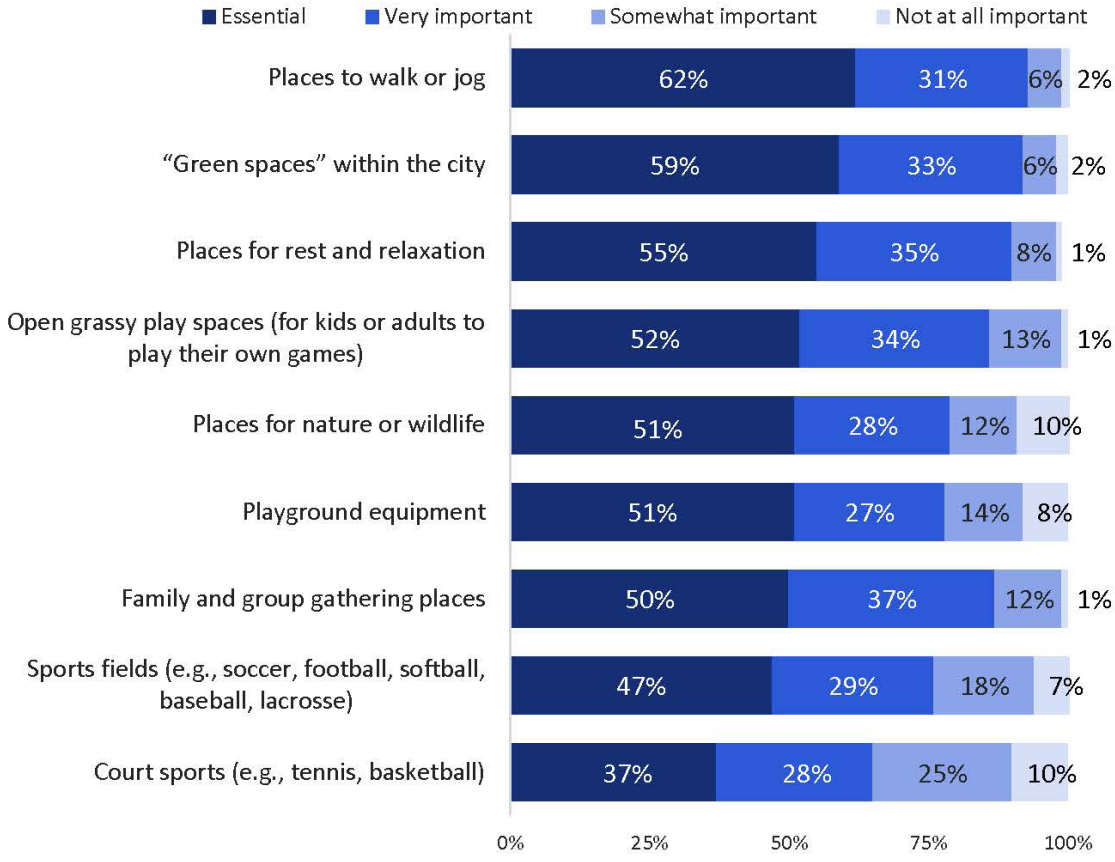
## Vision for Oxnard Parks

As with the beach, those completing the survey were asked how important they felt a variety of purposes were for Oxnard parks. Most of the purposes with which they were presented were deemed essential by a majority of respondents, but two were judged critical by fewer respondents: sports fields and court sports.

The aspects considered most crucial were having places to walk or jog, having "green spaces" within the city and having places for rest and relaxation.

**Figure 9: Vision for Oxnard Parks**

City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household.



## Resident Priorities for Oxnard Parks

While there are many valuable and popular parks and recreation offerings which could be provided by the City of Oxnard, there are resource and space constraints which mean that hard decisions need to be made to make the best use of funding for the programs and facilities that serve Oxnard residents. Survey participants weighed in on how certain trade-offs should be made.

Eight in 10 respondents preferred that some park space be devoted to popular sports but also include diverse opportunities like arboretums and nature trails, while only two in 10 preferred that park space be devoted to popular sports because those serve the most number of people, (see Figure 10 below).

Eight in 10 respondents believed new park spaces should provide other passive active recreation opportunities that cannot be found at other parks, while 2 in 10 preferred that new park spaces should provide additional soccer fields, as this is very popular and there are not enough fields to meet demand (see Figure 11 on the next page).

When asked what choice the City should make to stay within their budget, two-thirds of respondents thought the City should take care of all existing parks, but a lower level of service (like offering fewer programs and reducing facility hours) while one third thought the City should eliminate some programs and facilities (see Figure 12 on the next page).

About two-thirds of respondents would prefer that restrooms be placed in all city parks in spite of the expense of building and maintaining them, while one-third thought restrooms should only be placed in the most popular parks (see Figure 13 on the next page).

Respondents were divided in their opinion about court lighting; a little over half (55%) preferred that basketball and tennis courts be lit at night in all parks, while just under half (45%) thought courts should be lighted only in the most used parks (see Figure 14 on page 16).

The approach for taking care of parks and trails with the most approval was to work first on existing parks that need the most care and investment, chosen by about half of respondents, while three in 10 thought the City should work first on the existing parks that are used the most, and two in 10 thought the effort should be spread out evenly across all parks, even if means all are taken care of a lower level of quality (see Figure 15 on page 16).

**Figure 10: Trade-offs: Park Space**

Park space should be devoted . . .

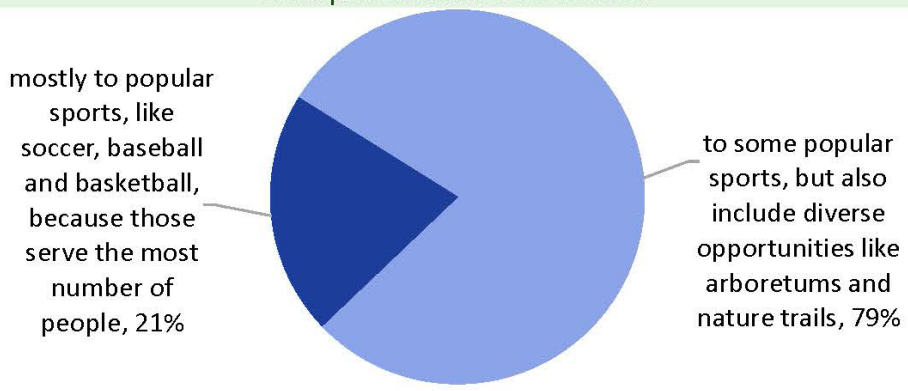


**Figure 11: Trade-offs: New Park Spaces**

New park spaces should . . .

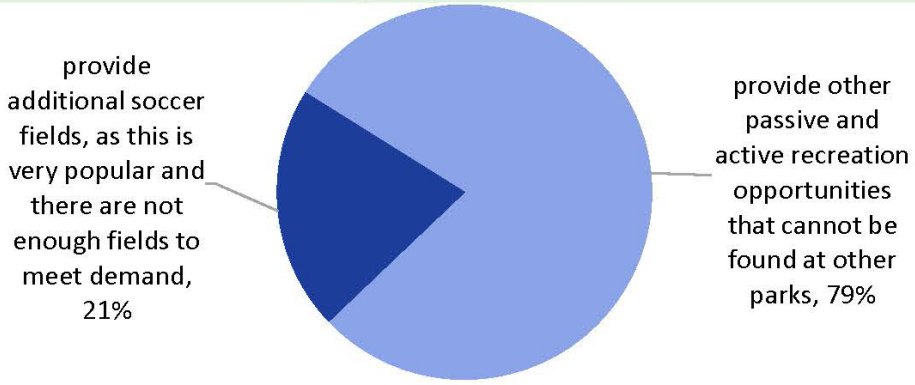



**Figure 12: Trade-offs: Budget Choices**

Which choice should the City make to stay within their budget? They should . . .

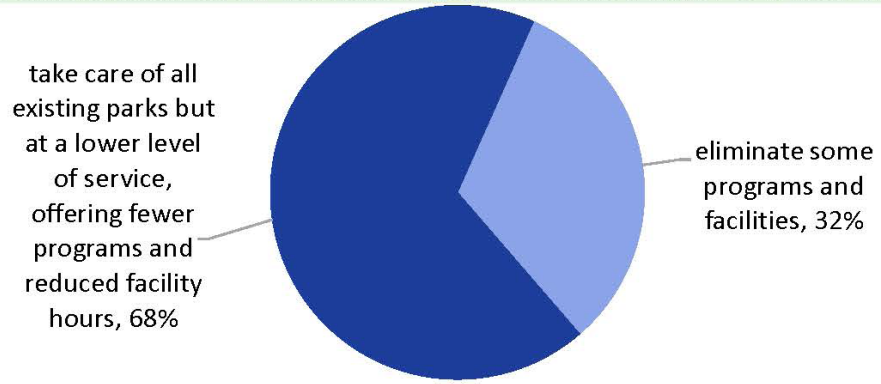



**Figure 13: Trade-offs: Restrooms**

Restrooms should be . . .

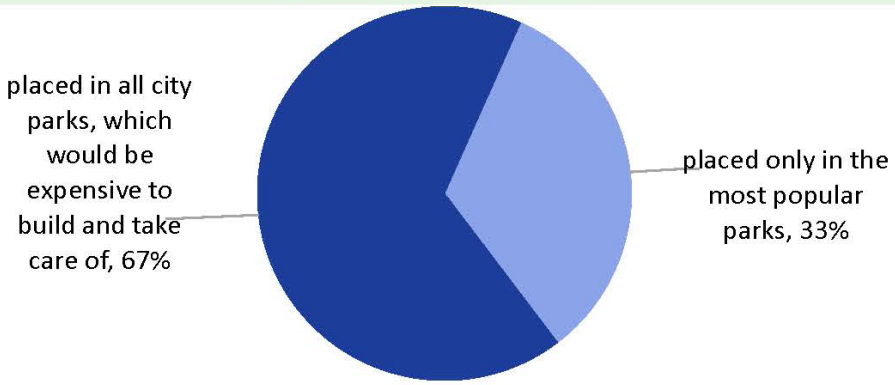


**Figure 14: Trade-offs: Court Lighting**

Lighting of courts (basketball and tennis) at night should be . . .

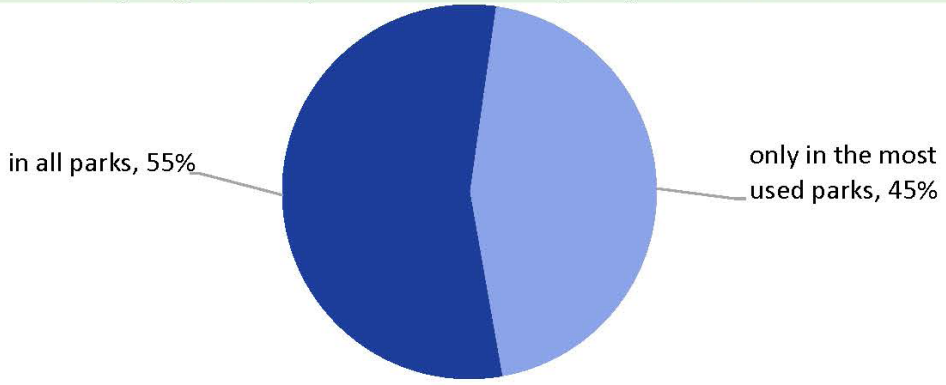
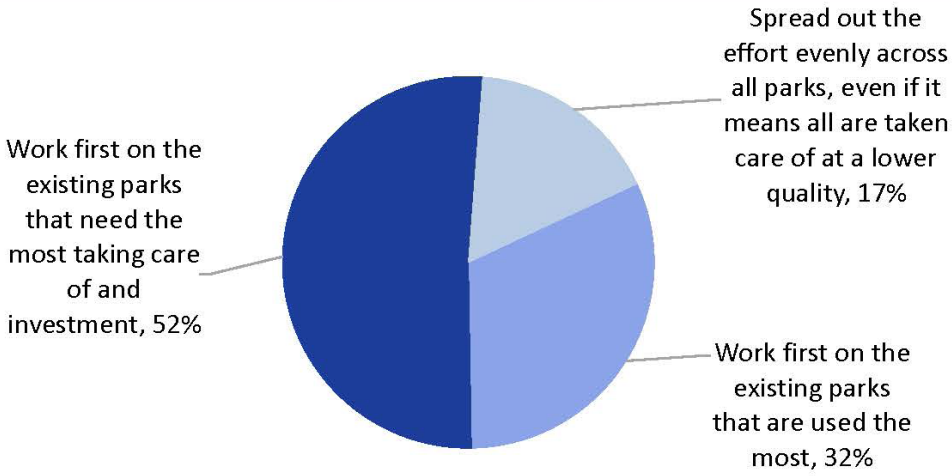



**Figure 15: Trade-offs: Care of Parks and Trails**

How do you think the City should approach taking care of parks and trails? (Please check only one.)



## Funding Options for Oxnard Parks and Recreation

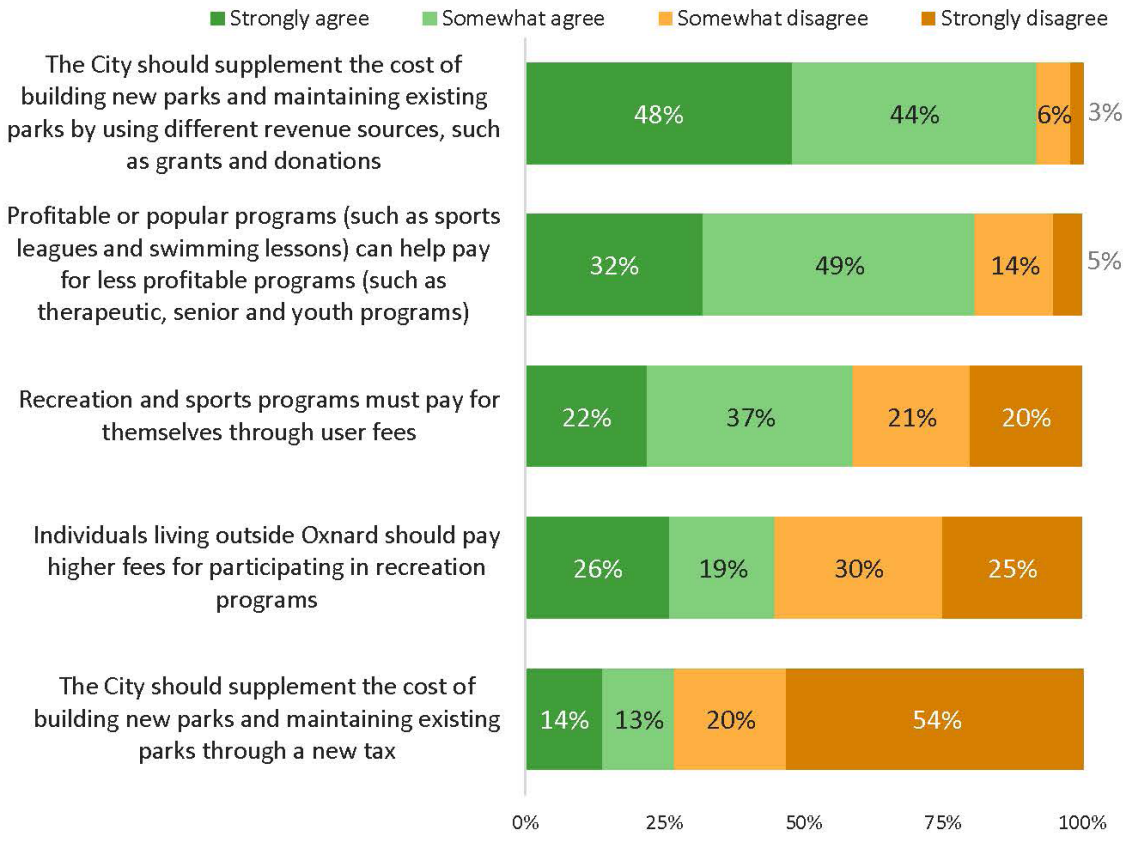
A variety of potential funding options were presented to those completing the survey, and respondents indicated the extent to which they agreed or disagreed that each should be considered to financially support Oxnard parks and recreation.

While many respondents thought that were too few indoor community and recreation centers in Oxnard (see Figure 7 on page 11), most were not willing to support a new tax to supplement the cost of building new parks and maintaining existing ones; in fact, over half (54%) strongly opposed a new tax.

Nearly all respondents were in favor of supplementing the cost of building new parks and maintaining existing ones through grants and donations (although this is unlikely as a major source of funding for parks and recreation in any community).Most respondents (about 8 in 10) approved of having profitable or popular programs help subsidize less profitable programs such as therapeutic, senior and youth programs.

About 6 in 10 respondents felt that recreation and sports programs must pay for themselves through user fees, but 4 in 10 disagreed with this approach. Surprisingly, a majority of residents did not feel that individuals living outside of Oxnard should pay higher fees for recreation programs.

**Figure 16: Agreement or Disagreement with Funding Options for Oxnard Parks and Recreation**



## Appendix A: Responses to Survey Questions

The following tables show the complete set of responses for each question on the survey. For two of the questions, two tables are provided, one that includes the "don't know" responses and one that excludes the "don't know" responses.

**Table 1: Question #1**

| **What is the one thing you would most like Oxnard to be known for?**<br>***Displayed are the responses from the 99 respondents (of 164) who wrote in an answer to this question*** |
|---|
| A BALANCED BUDGET AND LOWER TAXES |
| A BEAUTIFUL HARBOR WITH GREAT RESTAURANTS |
| A BETTER EDUCATION SYSTEM |
| A CLEAN PEACEFUL CITY |
| A CLIMATE CHANGE CONSEIORES "GREEN" CITY |
| A DIFFERENT NAME MAYBE, MANDALAY SHORES |
| A GREAT PLACE TO LIVE! |
| A NICE PLACE TO VISIT AND ENJOY. CLEANLINESS AND BEAUTY. ALSO A PLACE TO COME VISIT AND HAVE FUN THINGS TO DO |
| A QUALITY AND DESIREABLE PLACE TO LIVE |
| A VIBRANT , SAFE, DOWNTOWN WITH SHIPPING AND DINING |
| A WELCOMING TOWN |
| AFFORDABLE HOUSING |
| AS A FAMILY FRIENDLY MULTI CULTURAL TOWN WITH GREAT SHOPPING AND DINING, BEACHES AND AGRICULTURE |
| BANNAA FESTIVAL |
| BEACH AND CROPS |
| BEACH AND PARKS |
| BEACH DESTINATION |
| BEACHES |
| BEACHES |
| BEACHES |

| **What is the one thing you would most like Oxnard to be known for?**<br>***Displayed are the responses from the 99 respondents (of 164) who wrote in an answer to this question*** |
|---|
| BEACHES AND OPEN SPACE |
| BEACHES AND PARKS |
| BEACHES AND SHOPPING OPPORTUNITIES, SAFE PLACE TO LIVE |
| BEACHES AND WEATHER |
| BEAUTIFUL, WELL MANACURED, DIVERSE |
| BEAUTY |
| BEING A GREAT COMMUNITY IE. CLEAN ORDERLY, INCLUSIVE AND SAFE |
| BEING WELL MAINTAINED |
| BEING, PLEASANT=CLEAN, FRIENDLY AND SAFE |
| BETTER RUN CITY, MEETING NEEDS OF ALL LAW ABIDING CITIZENS! |
| CITY GOVERNMENT |
| CITY STREET |
| CLEAM AND BEAUTIFUL |
| CLEAN |
| CLEAN AND SAFE HAVEN CITY |
| CLEAN AND BEAUTIFUL PARKS, BEACHES |
| CLEAN AND FAMILY FRIENDLY |
| CLEAN AND PEACEFUL |
| CLEAN BEACHES |
| CLEAN BEACHES |
| CLEAN CITY, LESS HOMELESS |
| CLEAN CITY! |
| CLEAN STREETS, GREAT PARKS, WONDERFUL HARBOR, NO TRASH |
| CLEAN, SAFE AND FAMILY ORIENTED PARKS |
| CUTTING CRIME, NICE CITY TO LIVE IN! |

| **What is the one thing you would most like Oxnard to be known for?**<br>***Displayed are the responses from the 99 respondents (of 164) who wrote in an answer to this question*** |
|---|
| FAMILY FRIENDLY, CULTURALLY DIVERSE AND ENRICHING FOR ALL AGES |
| FOR ITS INTEREST IN THE SAFETY OF THE CITIZENS IN OXNARD |
| FOR THEIR TO BE NO HOMELESSNESS!! |
| FRIENDLY PEOPLE GOOD SCHOOLS, CLEAN STREETS AND PARKS . ENVIRONMENTALLY FRIENDLY |
| GATEWAY TO CHANNEL ISL./SAFE AND CLEAN CITY |
| GOOD ROADS |
| GREAT PARKS, LESS CRIME, MORE THINGS FOR YOUTH! |
| GREENBELT |
| GREENS, PARKS, SAFE |
| HAVING AND ENFORCING THE GANG INJUNTZON! |
| HMMMM.....JURY STILL OUT |
| HOW WELL OXNARD TAKES CARE OF RESIDENTS NEEDS |
| I WOULD LIKE OXNARD TO BE KNOWN FOR ZERO CRIME |
| IMPROVE OUR STREETS IN OXNARD, VENTURA STREET ARE BETTER |
| ITS BEACHES AND PARKS |
| ITS DIVERSITY, ALL CULTURES UNITED |
| ITS NATURAL BEAUTY |
| ITS VARIATION OF RECREATIONAL VENUES |
| ITS WEATHER |
| LIVELY DOWNTOWN, GREAT SPORTS COMPLEX, BIG LEAGUE DREAMS, SAFE |
| MAINTAINING THE FLAVOR OF OUR CULTURE AND INTEGRITY THROUGH THE EDUCATION OF OUR YOUNG PEOPLE THRIVING INTO THE FUTURE |
| MOST HEALTH ORIENTED CITY BY PROVIDING, PARKS WITH FACILITIES SO CITIZENS CAN WALK OR RUN |
| MOST ILLEGAL ALIENS IN AMERICA |
| NICE PARKS AND CLEAN BEACHES |
| NO BUILD NEW HOME |

| **What is the one thing you would most like Oxnard to be known for?**<br>***Displayed are the responses from the 99 respondents (of 164) who wrote in an answer to this question*** |
|---|
| OUR SWEET, JUICY STRAWBERRIES! |
| PARKS AND BEACH |
| PARKS-(WATER) COLORS OF CULTURE |
| PEOPLE OF DIVERSITY CARING FOR ONE ANOTHER AND WELCOMING OTHERS |
| PLEASE PUT LIGHTS IN PARKS FOR KIDS TO PLAY SOCCER! |
| SAFE AND GANG, HOMELESS FREE |
| SAFE BEACHES CLEAN WATER DOG FRIENDLY |
| SAFE CITY WITH EXCEPTIONAL SCHOOLS AND LANDSCAPE |
| SAFE CITY, NO GRAFITI, NO HOMELESS/VAGRENTS |
| SAFE ENVIRONMENT |
| SAFE ENVIRONMENT TO LIVE IN |
| SAFE FAMILY AND KID FRIENDLY NEIGHBORHOODS, PARKS AND PUBLIC AREAS |
| SAFE INVIRONMENT |
| SAFE, GREAT SCHOOLS, METRO CITY, CLEANLINESS, BETTER ROADS |
| SAFETY |
| SAFETY, CLEANLINESS |
| SAFETY/PRETTY-THE "BAD STIGMA" IT HAS (CRIMES, VIOLENCE) |
| STRAWBERRIES |
| STRAWBERRY FESTIVAL |
| STRAWBERRY FIELDS |
| TENNIS, LITTLE LEAGUE BASEBALL, SOCCER |
| THE BEACH AREA |
| THE BEAUTY WITHIN THE CITY, THE BEACHES, THE HISTORICAL AREAS |
| THE COLLECTION |
| THE CULTURE, WEALFARE AND FARMS |

| What is the one thing you would most like Oxnard to be known for?<br>*Displayed are the responses from the 99 respondents (of 164) who wrote in an answer to this question* |
|---|
| THE SAFEST CITY TO LIVE IN |
| THE SAFETY AND HAPPINESS OF ITS RESIDENTS |
| TO BE A FAMILY COMMUNITY |
| TO BE KNOWN AS A CLEAN AND GREEN CITY |
| USEFULL FOR ALL RESIDENTS |
| WEATHER |
| WONDERFUL WEATHER |

Table 2: Question #2 with don't know responses

| How much do you agree or disagree with each of the following statements about Oxnard's parks? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 8% | N=13 | 31% | N=50 | 41% | N=66 | 19% | N=31 | 1% | N=2 | 100% | N=163 |
| I am satisfied with the programs/activities the City offers in the parks | 6% | N=10 | 45% | N=73 | 22% | N=35 | 9% | N=14 | 18% | N=28 | 100% | N=161 |
| Parks are equitably distributed within the city | 21% | N=33 | 31% | N=49 | 14% | N=21 | 20% | N=31 | 15% | N=23 | 100% | N=157 |
| I feel welcome at the parks | 30% | N=47 | 36% | N=56 | 20% | N=32 | 12% | N=19 | 2% | N=2 | 100% | N=156 |
| The parks are safe and pleasant | 4% | N=7 | 40% | N=65 | 35% | N=56 | 20% | N=32 | 1% | N=2 | 100% | N=162 |

Table 3: Question #2 without don't know responses

| How much do you agree or disagree with each of the following statements about Oxnard's parks? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 8% | N=13 | 31% | N=50 | 41% | N=66 | 19% | N=31 | 100% | N=161 |
| I am satisfied with the programs/activities the City offers in the parks | 8% | N=10 | 55% | N=73 | 27% | N=35 | 11% | N=14 | 100% | N=132 |
| Parks are equitably distributed within the city | 24% | N=33 | 37% | N=49 | 16% | N=21 | 23% | N=31 | 100% | N=134 |
| I feel welcome at the parks | 31% | N=47 | 36% | N=56 | 21% | N=32 | 12% | N=19 | 100% | N=154 |
| The parks are safe and pleasant | 4% | N=7 | 41% | N=65 | 35% | N=56 | 20% | N=32 | 100% | N=160 |

Table 4: Question #3 with "not sure" response

| During the past year, on average, how often did you visit the beach in Oxnard? | Percent | Number |
|---|---|---|
| Never | 13% | N=21 |
| Less than once per week | 52% | N=84 |
| 1 times per week | 20% | N=32 |
| 2-4 times per week | 6% | N=10 |
| 4+ times per week | 6% | N=10 |
| Not sure | 3% | N=4 |
| Total | 100% | N=161 |

Table 5: Question #3 without "not sure" response

| During the past year, on average, how often did you visit the beach in Oxnard? | Percent | Number |
|---|---|---|
| Never | 13% | N=21 |
| Less than once per week | 53% | N=84 |
| 1 times per week | 20% | N=32 |
| 2-4 times per week | 6% | N=10 |
| 4+ times per week | 7% | N=10 |
| Total | 100% | N=156 |

Table 6: Question #4

| What are some reasons you or other members of your household don't visit Oxnard's beach more often? Please CHECK ALL the reasons that apply. | Percent | Number |
|---|---|---|
| Didn't know it was open to the public | 3% | N=4 |
| I/we don't feel welcome there | 3% | N=4 |
| It is not easy to get to it | 11% | N=16 |
| There is no lifeguard | 17% | N=25 |
| None, I/we use it often | 23% | N=34 |
| Don't like having the power plant near beach | 18% | N=27 |
| It is too hard to park | 28% | N=43 |
| The beach is not well-maintained | 17% | N=26 |
| The beach is crowded | 8% | N=13 |
| Other (specify)* | 40% | N=61 |

*Total may exceed 100% as respondents could check more than one answers.*
**These other responses are found in the table below*

Table 7: Question #4 other responses

| "Other" reasons for not visiting beach more often |
|---|
| BATHROOMS ARE MESSY |
| CLEANLINESS |
| DO NOT FEEL SAFE, BEACHES TOO ISOLATED |
| DOGS ARE NOT ALLOWED OFF LEASH |
| DON'T MAKE THE TIME |
| FAMILY OBLIGATIONS |
| FINDING SEAL CORPSE AT THE BEACH |
| HOMES BLOCK ACCESS |
| I ALWAYS FEEL WELCOME |
| I DON'T WALK WELL ON SAND |
| I STEP ON T. EVERYTIME |
| IN NEED OF WALK WAYS FOR STROLLERS ETC. |
| IT IS UGLY |
| LOVE THE BEACHES |
| NO AMBIANCE, COLD |
| NO DOG BEACH |
| NO PARTICULAR REASON |
| NO TIME TO GO |
| NOT A BEACH PERSON |
| NOT AS INTERESTED AS I WAS WHEN I WAS YOUNGER |
| NOT ENOUGH TIME |
| NOT MAINTAINED BY THE CITY IN A SAFETY MANNER |
| NOT MOBILE |
| NOT TO CLOSE |
| OCEAN WATER TOO COLD |

| "Other" reasons for not visiting beach more often |
|---|
| PARKING SHOULD BE FREE |
| SPOUSE DEMENTED AND NEEDS CARE |
| TIME |
| TIME |
| TIME |
| TO ATTEND DOG PARKS |
| TOO MANY DRUG ADDICTS |
| TOO MANY HOMELESS |
| TOO MANY HOMELESS |
| USE TO THE VENTURA HARBOR , NEED TO EXLPORE THEM, BEACH MY FAVORITE |
| WORKING MOST OF THE TIME |

Table 8: Question #5 with don't know responses

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? | Essential | | Very important | | Somewhat important | | Not at all important | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 54% | N=86 | 27% | N=43 | 17% | N=27 | 1% | N=2 | 2% | N=3 | 100% | N=160 |
| Contribute to the identity of Oxnard | 52% | N=81 | 26% | N=40 | 15% | N=24 | 4% | N=6 | 2% | N=4 | 100% | N=155 |
| Be a place to enjoy nature, including plants, animals and birds | 58% | N=92 | 27% | N=43 | 9% | N=14 | 3% | N=5 | 2% | N=3 | 100% | N=157 |
| Be a place to swim | 50% | N=81 | 25% | N=41 | 16% | N=26 | 7% | N=11 | 2% | N=2 | 100% | N=160 |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 52% | N=84 | 27% | N=43 | 19% | N=30 | 2% | N=3 | 1% | N=2 | 100% | N=162 |

Table 9: Question #5 without don't know responses

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? | Essential | | Very important | | Somewhat important | | Not at all important | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 55% | N=86 | 27% | N=43 | 17% | N=27 | 1% | N=2 | 100% | N=157 |
| Contribute to the identity of Oxnard | 54% | N=81 | 27% | N=40 | 16% | N=24 | 4% | N=6 | 100% | N=151 |
| Be a place to enjoy nature, including plants, animals and birds | 60% | N=92 | 28% | N=43 | 9% | N=14 | 3% | N=5 | 100% | N=154 |
| Be a place to swim | 51% | N=81 | 26% | N=41 | 16% | N=26 | 7% | N=11 | 100% | N=158 |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 52% | N=84 | 27% | N=43 | 19% | N=30 | 2% | N=3 | 100% | N=160 |

Table 10: Question #6 with "not sure" response

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Percent | Number |
|---|---|---|
| Never | 6% | N=10 |
| Less than once per week | 38% | N=61 |
| 1 time per week | 25% | N=41 |
| 2-4 times per week | 19% | N=30 |
| 4+ times per week | 11% | N=18 |
| Not sure | 1% | N=2 |
| Total | 100% | N=161 |

Table 11: Question #6 without "not sure" response

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Percent | Number |
|---|---|---|
| Never | 6% | N=10 |
| Less than once per week | 38% | N=61 |
| 1 time per week | 25% | N=41 |
| 2-4 times per week | 19% | N=30 |
| 4+ times per week | 11% | N=18 |
| Total | 100% | N=160 |

Table 14: Question #8 with don't know responses

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. | Essential | | Very important | | Somewhat important | | Not at all important | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| "Green spaces" within the city | 58% | N=92 | 33% | N=53 | 6% | N=10 | 2% | N=3 | 1% | N=1 | 100% | N=158 |
| Places for rest and relaxation | 55% | N=86 | 35% | N=55 | 8% | N=13 | 1% | N=2 | 1% | N=1 | 100% | N=157 |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 46% | N=73 | 29% | N=45 | 17% | N=27 | 7% | N=11 | 1% | N=1 | 100% | N=157 |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 52% | N=83 | 34% | N=54 | 13% | N=21 | 1% | N=1 | 1% | N=1 | 100% | N=160 |
| Court sports (e.g., tennis, basketball) | 37% | N=58 | 28% | N=44 | 24% | N=39 | 10% | N=16 | 1% | N=1 | 100% | N=158 |
| Family and group gathering places | 49% | N=79 | 37% | N=59 | 12% | N=19 | 1% | N=2 | 1% | N=1 | 100% | N=161 |
| Playground equipment | 51% | N=80 | 26% | N=42 | 14% | N=22 | 8% | N=12 | 1% | N=1 | 100% | N=157 |
| Places to walk or jog | 61% | N=98 | 31% | N=49 | 6% | N=9 | 2% | N=3 | 1% | N=1 | 100% | N=160 |
| Places for nature or wildlife | 50% | N=79 | 27% | N=43 | 11% | N=18 | 10% | N=15 | 2% | N=4 | 100% | N=160 |

Table 15: Question #8 without don't know responses

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. | Essential | | Very important | | Somewhat important | | Not at all important | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| "Green spaces" within the city | 59% | N=92 | 33% | N=53 | 6% | N=10 | 2% | N=3 | 100% | N=157 |
| Places for rest and relaxation | 55% | N=86 | 35% | N=55 | 8% | N=13 | 1% | N=2 | 100% | N=155 |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 47% | N=73 | 29% | N=45 | 18% | N=27 | 7% | N=11 | 100% | N=156 |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 52% | N=83 | 34% | N=54 | 13% | N=21 | 1% | N=1 | 100% | N=158 |
| Court sports (e.g., tennis, basketball) | 37% | N=58 | 28% | N=44 | 25% | N=39 | 10% | N=16 | 100% | N=157 |
| Family and group gathering places | 50% | N=79 | 37% | N=59 | 12% | N=19 | 1% | N=2 | 100% | N=159 |
| Playground equipment | 51% | N=80 | 27% | N=42 | 14% | N=22 | 8% | N=12 | 100% | N=156 |
| Places to walk or jog | 62% | N=98 | 31% | N=49 | 6% | N=9 | 2% | N=3 | 100% | N=159 |
| Places for nature or wildlife | 51% | N=79 | 28% | N=43 | 12% | N=18 | 10% | N=15 | 100% | N=156 |

Table 16: Question #9 with don't know responses

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. | Far too many | | Too many | | About right | | Too few | | Far too few | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Playgrounds | 0% | N=0 | 2% | N=3 | 59% | N=93 | 26% | N=41 | 7% | N=12 | 6% | N=9 | 100% | N=158 |
| Community gardens | 0% | N=0 | 4% | N=7 | 10% | N=16 | 42% | N=68 | 32% | N=51 | 12% | N=20 | 100% | N=162 |
| Park trails and paths for walking/running/biking | 0% | N=0 | 1% | N=1 | 26% | N=43 | 44% | N=71 | 25% | N=40 | 4% | N=7 | 100% | N=161 |
| Places for off-leash dogs to play or exercise | 0% | N=1 | 1% | N=2 | 24% | N=37 | 29% | N=46 | 27% | N=43 | 18% | N=29 | 100% | N=159 |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 0% | N=0 | 11% | N=17 | 36% | N=57 | 23% | N=36 | 18% | N=28 | 13% | N=20 | 100% | N=158 |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 2% | N=3 | 2% | N=3 | 48% | N=76 | 24% | N=38 | 14% | N=22 | 11% | N=17 | 100% | N=158 |
| Outdoor softball and baseball fields | 0% | N=0 | 2% | N=3 | 41% | N=64 | 26% | N=40 | 16% | N=25 | 15% | N=24 | 100% | N=156 |
| Places for picnicking | 0% | N=0 | 0% | N=0 | 44% | N=70 | 39% | N=62 | 11% | N=18 | 5% | N=8 | 100% | N=158 |
| Places for group gatherings (barbecues, birthday parties) | 0% | N=0 | 5% | N=7 | 44% | N=71 | 35% | N=56 | 12% | N=18 | 4% | N=7 | 100% | N=159 |
| Places for special events (e.g., festivals, concerts, running races) | 0% | N=0 | 1% | N=1 | 36% | N=58 | 33% | N=53 | 21% | N=34 | 9% | N=14 | 100% | N=159 |
| Open space and natural areas | 0% | N=0 | 1% | N=2 | 28% | N=43 | 42% | N=66 | 23% | N=37 | 6% | N=9 | 100% | N=158 |
| Indoor recreation and sports centers | 0% | N=0 | 0% | N=0 | 13% | N=20 | 34% | N=52 | 34% | N=54 | 19% | N=29 | 100% | N=156 |

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. | Far too many | | Too many | | About right | | Too few | | Far too few | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Community centers (places for youth programs, senior programs, education programs, etc.) | 0% | N=0 | 0% | N=0 | 3% | N=4 | 28% | N=43 | 52% | N=80 | 17% | N=27 | 100% | N=154 |
| Swimming pools | 0% | N=0 | 0% | N=0 | 16% | N=25 | 43% | N=66 | 24% | N=37 | 17% | N=27 | 100% | N=155 |
| Environmental education facilities | 1% | N=2 | 0% | N=0 | 10% | N=16 | 36% | N=57 | 23% | N=36 | 30% | N=47 | 100% | N=158 |

Table 17: Question #9 without don't know responses

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. | Far too many | | Too many | | About right | | Too few | | Far too few | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Playgrounds | 0% | N=0 | 2% | N=3 | 63% | N=93 | 27% | N=41 | 8% | N=12 | 100% | N=149 |
| Community gardens | 0% | N=0 | 5% | N=7 | 12% | N=16 | 48% | N=68 | 36% | N=51 | 100% | N=142 |
| Park trails and paths for walking/running/biking | 0% | N=0 | 1% | N=1 | 28% | N=43 | 46% | N=71 | 26% | N=40 | 100% | N=154 |
| Places for off-leash dogs to play or exercise | 0% | N=1 | 2% | N=2 | 29% | N=37 | 36% | N=46 | 33% | N=43 | 100% | N=130 |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 0% | N=0 | 13% | N=17 | 41% | N=57 | 26% | N=36 | 20% | N=28 | 100% | N=138 |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 2% | N=3 | 2% | N=3 | 54% | N=76 | 27% | N=38 | 16% | N=22 | 100% | N=141 |
| Outdoor softball and baseball fields | 0% | N=0 | 2% | N=3 | 49% | N=64 | 31% | N=40 | 19% | N=25 | 100% | N=132 |
| Places for picnicking | 0% | N=0 | 0% | N=0 | 47% | N=70 | 41% | N=62 | 12% | N=18 | 100% | N=150 |
| Places for group gatherings (barbecues, birthday parties) | 0% | N=0 | 5% | N=7 | 46% | N=71 | 36% | N=56 | 12% | N=18 | 100% | N=153 |
| Places for special events (e.g., festivals, concerts, running races) | 0% | N=0 | 1% | N=1 | 40% | N=58 | 36% | N=53 | 23% | N=34 | 100% | N=145 |
| Open space and natural areas | 0% | N=0 | 1% | N=2 | 29% | N=43 | 45% | N=66 | 25% | N=37 | 100% | N=149 |
| Indoor recreation and sports centers | 0% | N=0 | 0% | N=0 | 16% | N=20 | 41% | N=52 | 42% | N=54 | 100% | N=126 |

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. | Far too many | | Too many | | About right | | Too few | | Far too few | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Community centers (places for youth programs, senior programs, education programs, etc.) | 0% | N=0 | 0% | N=0 | 3% | N=4 | 34% | N=43 | 63% | N=80 | 100% | N=128 |
| Swimming pools | 0% | N=0 | 0% | N=0 | 19% | N=25 | 51% | N=66 | 29% | N=37 | 100% | N=128 |
| Environmental education facilities | 2% | N=2 | 0% | N=0 | 15% | N=16 | 52% | N=57 | 32% | N=36 | 100% | N=111 |

Table 18: Question #9 other responses

| "Any others" of which there are too few or too many? |
|---|
| A NICE BASEBALL PARK WITH ALL AMMENTIES OR A SWIMMING POOL IS NEEDED |
| ABOVE QUESTION IS DIFFICULT TO INSURE ABOUT ALL OF OXNARD |
| BASKETBALL INDOOR AND OUTDOOR |
| BEING NEW TO OXNARD, NEED TO EXPLORE WHATS HERE |
| CLEAN, SAFE, LARGE SPORTS COMPLEX |
| DOG PARK, WHERE BIG DOGS CAN RUN FREE |
| DOG PARKS WITH WATER FACILITIES |
| FIX STREETS |
| I WOULD LOVE A PARK WITH A TRACK THAT I CAN RUN ON AND THAT'S LIT UP AT NIGHT |
| INDOOR, OUTDOOR TENNIS COURTS NEAR EL PASEO |
| JUST TO PLEASE PUT LIGHTS IN PARKS FOR KIDS TO BE ABLE TO PLAY SOCCER |
| NOT ENOUGH SPACES TO SIT QUIETLY IN THE SHADE |
| OF COURSE EVERY PERSON WOULD LOVE TO LIVE IN A CITY WITH ALL OF THE ABOVE, BUT IT WOULD COST MILLIONS OF DOLLARS |
| PEOPLE ABUSE THE BEACHES AND ALLOW DOGS TO RUN. I HAVE BEEN BITTEN BY DOGS AT THE BEACHES |
| PLAYGROUNDS FOR CHILDREN CAN BE BUILT ANYWHERE |
| PLEASE BUILD A AQUATIC CENTER |
| SECURITY IN WILSON PARK DUE TO HOMELESS PEOPLE INJECTING DRUGS AND GETTING INTO FIGHTS |
| SWIMMING PARK LIKE VENTURA, AQUATIC CENTER WOULD BE NICE. FRESNO HAS A GREAT PARK, OXNARD SHOULD MODEL. THEY HAVE A ZOO, POND WITH PADDLE BOATS AND BIRDS IN THE POND |
| WE NEED A SCI/MATH CENTER AFTER SCHOOL/COLLEGE PARTNERSHIP |

Table 19: Question #10

| Park space should be devoted . . . | Percent | Number |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 21% | N=30 |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 79% | N=111 |
| Total | 100% | N=141 |

Table 20: Question #11

| New park spaces should . . . | Percent | Number |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 21% | N=29 |
| provide other passive and active recreation opportunities that cannot be found at other parks | 79% | N=112 |
| Total | 100% | N=141 |

Table 21: Question #12

| Which choice should the City make to stay within their budget? They should . . . | Percent | Number |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 68% | N=92 |
| eliminate some programs and facilities | 32% | N=43 |
| Total | 100% | N=134 |

Table 22: Question #13

| Restrooms should be . . . | Percent | Number |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 67% | N=108 |
| placed only in the most popular parks | 33% | N=52 |
| Total | 100% | N=160 |

Table 23: Question #14

| Lighting of courts (basketball and tennis) at night should be . . . | Percent | Number |
|---|---|---|
| in all parks | 55% | N=89 |
| only in the most used parks | 45% | N=72 |
| Total | 100% | N=162 |

Table 24: Question #15

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Percent | Number |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 17% | N=26 |
| Work first on the existing parks that need the most taking care of and investment | 52% | N=81 |
| Work first on the existing parks that are used the most | 32% | N=50 |
| Total | 100% | N=158 |

Table 25: Question #16

| How much would you support or oppose creating a bike and walking path along the river? | Percent | Number |
|---|---|---|
| Strongly support | 64% | N=99 |
| Somewhat support | 24% | N=37 |
| Somewhat oppose | 5% | N=8 |
| Strongly oppose | 8% | N=12 |
| Total | 100% | N=156 |

Table 26: Question #17 with don't know responses

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 22% | N=34 | 37% | N=58 | 20% | N=32 | 20% | N=31 | 2% | N=3 | 100% | N=157 |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 31% | N=48 | 47% | N=74 | 13% | N=21 | 5% | N=8 | 4% | N=6 | 100% | N=158 |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 46% | N=73 | 42% | N=67 | 6% | N=9 | 3% | N=4 | 2% | N=4 | 100% | N=157 |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 13% | N=21 | 12% | N=19 | 19% | N=30 | 51% | N=79 | 5% | N=8 | 100% | N=156 |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 25% | N=40 | 18% | N=29 | 29% | N=46 | 24% | N=38 | 4% | N=6 | 100% | N=158 |

Table 27: Question #17 without don't know responses

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 22% | N=34 | 37% | N=58 | 21% | N=32 | 20% | N=31 | 100% | N=154 |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 32% | N=48 | 49% | N=74 | 14% | N=21 | 5% | N=8 | 100% | N=151 |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 48% | N=73 | 44% | N=67 | 6% | N=9 | 3% | N=4 | 100% | N=153 |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 14% | N=21 | 13% | N=19 | 20% | N=30 | 54% | N=79 | 100% | N=148 |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 26% | N=40 | 19% | N=29 | 30% | N=46 | 25% | N=38 | 100% | N=152 |

**Table 28: Question #18**

| **What other comments, if any, would you like to make about parks and recreation in Oxnard?**<br>***Displayed are the responses from the 65 respondents (of 164) who wrote in an answer to this question*** |
|---|
| A HUGE NEED TO REPAIR STREETS TO GET TO PARKS |
| ALL OF OUR PARKS HAVE BEEN TAKEN OVER BY LOTS OF HOMELESS PEOPLE. WAY TOO MANY DO SOMETHING! |
| ALL PARKS SHOULD BE TAKEN CARE OF EQUALLY, IN OTHER WORDS, ALL PARKS SHOULD RECEIVE THE CARE AND MAINTENANCE THAT THE PARKS AT RIVERPARK RECEIVE |
| ALL PARKS SHOULD NOT BE OF KIND, IE. SOME PARKS SHOULD BE KNOWN BY SOME SPECIAL FACILITIES ETC. PARKS SHOULD BE EASY TO ACCESS AND HAVE GOOD ESSENTIALS, RESTROOMS SHOULD BE WELL KEPT AND PARKING ETC |
| BUILDING NEW PARKS SHOULD BE PAID BY DEVELOPERS, HOW DOES THIS AFFECT LEAGUE TEAM NOT IN CITY? NEEDS CLAIRIFICATION |
| CLEANING RESTROOMS MORE |
| COMMUNITY AQUATIC CENTER PLEASE! KIDS SHOULD ALL LEARN TO SWIM, NOT JUST PRIVILEGED |
| CREATE VOLUNTEER COMMUNITY GROUPS TO HELP CARE FOR THE PARKS OR DO VOLUNTEER WORK TO EXPAND SERVICE HOURS FOR PROGRAMS AND ACTIVITIES. THEY CAN BECOME NON PROFITS TO PROVIDE SERVICES. AND ACTIVITIES TO THE COMMUNITY |
| DESIGNATED SPORTS PARKS ARE NEEDED, CLUBS AND PROGRAMS MUST FUND THE EXPENSE OF MAINTENANCE |
| DO NOT LET HOMELESS PEOPLE CONGREGATE IN ANY PARKS |
| ENFORCE EV PARKING SLOTS SAME AS HANDICAP SLOTS |
| EVERY PARK NEEDS AT LEAST ON BATHROOM EACH FOR MEN, WOMEN AND OPEN FROM DAWN TO AT LEAST DUSK |
| EXISTING PARKS ARE NOT MAINTAINED PROPERLY AND NEW PARKS SHOULD BE PUT ON HOLD, CITY SHOULD CONCENTRATE THIS EFFORT ON EXISTING PARKS |
| FIND A WAY TO STOP GANG BAGGERS FROM TAKING THEM OVER AND THE GRAFFITTI |
| I BELIEVE THAT ALL RESIDENTS DESERVE CLEAN, SAFE, WELL MAINTAINED PARK FACILITIES. THIS BEFORE BUILDING NEW PARKS! |
| I FEEL RESIDENTS SHOULD HAVE AN INPUT IN WHATEVER IS GOING TO BE BUILT IN THEIR NEIGHBORHOOD |
| I HAD A BAD EXPERIENCE ABOUT WALKING MY DOG AT THE PARK. DOGS WITHOUT LEASH SHOULD NOT BE ALLOWED AT ALL TIMES. I WAS ATTACED BY ONE UNLEASHED DOG |
| I SEE TRASH ON GROUND IN PARKS AFTER USE. NUMBER ALL PICNIC SPACES AND HAVE PEOPLE RESERVE AND PAY FEES TO USE THEM |
| I STRONGLY SUPPORT EFFORTS TO IMPROVE SAFETY AT PARKS KNOWN TO BE IN NEED OF PUBLIC SAFETY MONITORING - IE WILSON PARK |
| I THINK THE CITY NEEDS MORE HELP FOR HOUSING TO FAMILIES WITH LOW INCOME AND HELP FOR THE HOMELESS RATHER THAN PARKS |

| **What other comments, if any, would you like to make about parks and recreation in Oxnard?**<br>***Displayed are the responses from the 65 respondents (of 164) who wrote in an answer to this question*** |
|---|
| IF PEOPLE, VISITORS COME TO VISIT AS TOURISTS THEN MAYBE A RESONABLE FEE SHOULD BE PAID LIKE FOR PARKING OR SOMETHING |
| IF THERE WAS A TAX MITIATIVE TO FUND NEW AND EXISTING PARKS, I WOULD ABSOLUTLEY VOTE YES. MORE RUNNING TRAILS! |
| IM 80 YEARS OLD, HAVE LIVED IN OXNARD 2 1/2 YEARS AM PARTIALLY DISABLED SO HAVE NOT USED PARKS OR BEACHES |
| IT WOULD HELP TO KNOW COSTS AND BUDGETS TO BETTER ANSWER SOME QUESTIONS |
| JUST LIKE CAMARILLO CITY IF SHOULD MANDATE BUILDERS TO SET ASIDE PROPERTY FOR P. FOR EACH HOUSING TRACK. KEEPS THE INTEGRITY OF THE CITY AS UPPOSE TO JUST BEING SO GREEDY BY UTILIZING EVERY SQUARE FEET FOR OVERCROWDING HOUSING |
| KEEP UP THE GOOD WORK! |
| LAST YEAR THERE WERE NO CHRISTMAS LIGHTS IN GABEBO AREA PLEASE RESTORE CHRISTMAS LIGHTS TO GAZEBO, MY GRAND KIDS CRIED BECAUSE OF NO LIGHTS LAST YEAR! |
| LIGHTS FOR COURTS SHOULD HAVE TIMER SWITCHES THAT CAN BE USED BY THE INDIVIDUALS USING THE FACILITY. EVERYONE HAS A FLASHLIGHT ON THEIR PHONES |
| LOOK GREEN AND SAFE |
| LOW IMPACT ACTIVITIES, TRAILS FOR ADULTS AND DOGS |
| MORE FULL COURT BASKETBALL COURTS BY THE BEACH |
| MORE PROGRAMS AND EVENTS, THAT ATTRACT PARTICIPANTS THAT ARE EDUCATIONAL AND RECREATIONAL AND THAT ARE ADVERTISED IN THE EVENTS SECTION IN THE NEWSPAPER. RARELY IS ANYTHING PUBLISHED ABOUT OXNARD HAPPENINGS |
| MY CHILDREN PLAY SPORTS SO WE TRAVEL TO OTHER CITIES AND GET TO SEE HOW WONDERFUL THEIR BASEBALL/SOCCER FIELDS ARE. SWIMMING POOL WOULD BE NICE FOR KIDS TO ENJOY DURING SUMMER |
| OLDER PARKS IN NEIGHBORHOOD ARES, ARENT VERY NICE. IT SEEMS LOTS OF ATTENTION IS GOING TO THE RIVER PEOPLE AREA 1ST |
| OVERALL, A SAFE ENVIRONMENT IS MOST IMPORTANT |
| OXNARD NEED A SENIOR CENTER WITH A POOL TO EXERCISE FOR RETIREE'S |
| PARKS AND REC ARE VITAL TO OXNARD RESIDENTS WAY OF LIFE MUST BA A PRIORITY |
| PARKS NEED TO BE MONITORES MORE BY POLICE! I SAT AT EASTWOOD FOR 3 HOURS AND SAW ILLIGAL ACTIVITIES AND NOT ONE COP EVEN DROVE BY (3 HOURS, NOT GOOD) |
| PLEASE PLEASE ADDRESS THE HOMELESS PROBLEM, AND RELATED DRUG USE ISSUES. THIS IS THE MAIN REASON WE DO NOT USE THE PARKS MORE OFTEN |

| **What other comments, if any, would you like to make about parks and recreation in Oxnard?**<br>***Displayed are the responses from the 65 respondents (of 164) who wrote in an answer to this question*** |
|---|
| PROVIDE WATER FACILITIES AND SHADE TO ALL DOG PARKS, EXISTING TWO PARKS HAVE NO WATER. ADD DOG PARK AT OXNARD BEACH PARK |
| RECOMMEND HAVING COMMUNITY SERVICE VOLUNTEERS-WATER FOUNTAINS |
| REGULAR MAINENANCE MUST BE TOP PRIORITY. TREE TRIMMING AND MEDIAN MAINTAINANCE SHOULD BE REGULAR. OPTION, RESIDENTIAL CHOICE TO KEEP OR GET RID OF TREES THAT SHED TOO MUCH MESS |
| RULES POSTED. CLEAN UP BEER BOTTLES! SOUTH OXNARD NEEDS A LOT OF HELP! |
| SAD TO SAY BUT COMPARES TO SMALLER CITIES OXNARD PARKS ARE FEWER AND POORER QUALITY |
| SAFETY FOR CHILDREN IN ALL PARKS. NO ALCOHOL, NO DRUGS, AVOID HAVING MANY HOMELESS IN THE PARK. NO SMOKE |
| SHOULD MANDATE NEW BUILDERS TO SE ASIDE PROPERTY FOR PARKS JUST LIKE THEY CITY OF CAM. DID WITH PARDEE CONSTRUCTION CO |
| SMALLER PARK AREAS CAN BE BUILD AROUND CITY. PLAY AREA AND CHILDRENS EQUIPMENT WITHOUT AMMENITIES |
| SPACIFIC TIME FOR "OFF LEASH" DOGS IN PARK, DOGS NEED TO PLAY TOO |
| TALK TO BURBANK OUR SISTER CITY ABOUT RUNNING PARKS, THEIRS ARE OUTSTANDING AND THEY ARE WELL RUN |
| THE CITY HAS A NUMBER OF INSPECTORS 8-10 OF THEM THAT CHECKS THE PARKS AND MEDIANS. THIS IS A WASTE HOMEOWNERS ARE COMPLAINING, WHY HAVE THEM |
| THE CITY NEEDS TO MAKE IT A PRIORITY TO KEEP, MAINTAIN PARKS SAFE, CLEAN AND MAINTAINED. INDIRE NEED OF A SPORTS COMPLEX SPORTS PROGRAMS, TO HOST TOURNAMENTS IN OUR PARKS "OUTSIDE PROGRAMS" |
| THE CITY OF OXNARD SHOULD POLICE THE PARKS FREQUENTLY AND REMOVE THE DRUG ADDICTS, SO OUR CHILDREN ARE SAFE |
| THE CITY WORKERS ARE NOT DOING THE WORK ASSIGNED, THEY SPEND TO MUCH TIME SOCIALIZING AT WORK |
| THE DEPARTMENT IS A COMPLETE FAILURE AND SHOULD BE ABOLISHED, AND THAT MONEY SHOULD BE USED FOR PUBLIC SAFETY |
| THE EQUIPMENT SHOULD BE KEPT CLEAN OR ELSE REMOVED. ADEQUATE LIGHTING IS NEEDED ALSO CAMERAS BECAUSE OF HOMELESS SLEEPING AT NIGHT IN OTHER PARKS |
| THE ONLY THINK I WOULD LIKE TO SAY IS PLEASE PUT LIGHTS FOR KIDS TO BE ABLE TO PLAY SOCCER. AND MORE SCHOOLS FOR KIDS TO PLAY SOCCER! THANK YOU |
| THE PARK IN OXNARD HARBOR NEEDS WATERING, THE GRASS IS DYING OUT. MANY PEOPLE USE IT. NEEDS MORE TRASH CANS, HELP! |
| TO ADD FRUIT TREES AROUND PARKS SO IT CAN BE MORE USEFUL THAN A TREE THAT IS ONLY USED FOR SHADE |
| TO ASSIST WITH KEEPING PARKS CLEAN WE CAN HAVE VOLUNTEERS ASSIST WITH CLEANING OUR PARKS, IE. LIKE COSTAL BEACH CLEANUP DAY. WE SHOULD HAVE PARK CLEANUP DAY |

| **What other comments, if any, would you like to make about parks and recreation in Oxnard?**<br>***Displayed are the responses from the 65 respondents (of 164) who wrote in an answer to this question*** |
|---|
| WE NEED SIGNS FOR NO VAPING NO SMOKING, ADD WATER FOR DOG PARKS, 5TH ST DOG PARK NEEDS RULES SIGN AND AT WINDOW DOG PARK REPLACE MISSING BARK COVER |
| WE NEED TO MOVE THE HOMLESS OUT OF THE PARKS, THIS SHOULD BE THE TOP PRIORITY WHY NO QUESTION ABOUT IT? THE ELEPHANT IN THE ROOM, RELATING TO OXNARD PARKS IN THE PREVALENCE OF HOMELESS PEOPLE. IT IS INTERESTING THAT NONE OF THE QUESTIONS ADDRESS THIS. THE NUMBER ONE PRIORITY FOR THE PARKS SHOULD BE FINDING WAYS TO REMOVE THE HOMELESS SQUATTERS |
| WHEN YOU DON'T TAKE CARE OF YOUR PARKS THE ONES THAT ARE NEGLECTED BECAUSE GANG HANG OUT SPOTS |
| WILSON SENIOR CENTER NEEDS UPDATING OR BUILD NEW, USE SIMI VALLEY SR. CENTER AS AN EXAMPLE |
| YES, MORE |
| YOU NEED SECURITY ALONG THE RIVER, THERE IS A LOT OF HOMELESS THERE |

**Table 29: Question #19**

| Do you rent or own your home? | Percent | Number |
|---|---|---|
| Rent | 44% | N=72 |
| Own | 56% | N=90 |
| Total | 100% | N=162 |

Table 30: Question #20

| Counting yourself how many people live in your household? | Percent | Number |
|---|---|---|
| One (1) | 11% | N=18 |
| Two (2) | 24% | N=39 |
| Three (3) | 18% | N=29 |
| Four (4) | 23% | N=37 |
| Five (5) | 11% | N=18 |
| Six or more (6+) | 12% | N=20 |
| Total | 100% | N=161 |

Table 31: Question #21

| Do any of the following live in your household? | yes | | no | | Total | |
|---|---|---|---|---|---|---|
| Children age 12 and under | 49% | N=68 | 51% | N=70 | 100% | N=139 |
| Teenagers ages 13 to 19 | 33% | N=44 | 67% | N=91 | 100% | N=135 |
| Adults aged 65 or older (including yourself) | 34% | N=50 | 66% | N=98 | 100% | N=148 |

Table 32: Question #22

| What is your gender? | Percent | Number |
|---|---|---|
| Female | 53% | N=83 |
| Male | 47% | N=75 |
| Total | 100% | N=158 |

Table 33: Question #23

| Which of the following best describes your age? | Percent | Number |
|---|---|---|
| 18 - 24 | 1% | N=2 |
| 25 - 34 | 32% | N=50 |
| 35 - 44 | 12% | N=19 |
| 45 - 54 | 22% | N=35 |
| 55 - 64 | 15% | N=23 |
| 65 years or older | 19% | N=29 |
| Total | 100% | N=159 |

Table 34: Question #24

| What is your race/ethnicity? (Please check all that apply.) | Percent | Number |
|---|---|---|
| American Indian or Alaskan native | 2% | N=4 |
| Asian or Pacific Islander | 11% | N=17 |
| Black or African American | 4% | N=7 |
| Hispanic/Latino/Spanish | 67% | N=105 |
| White/Caucasian | 30% | N=47 |
| Other (specify)* | 4% | N=7 |

*Total may exceed 100% as respondents could check more than one answers.*
**These other responses are found in the table below*

Table 35: Question #24 other responses

| "Other" race/ethnicity |
|---|
| 3RD GEN. EUROPEAN, IS THIS QUESTION REALLY APPROPIATE |
| AMERICAN |
| NINE OTHER COUNTRIES |
| US CITIZEN |

Table 36: Question #22

| In which area did respondent live | Percent | Number |
|---|---|---|
| NorthEast quadrant | 32% | N=52 |
| NorthWest quadrant | 20% | N=33 |
| SouthEast quadrant | 20% | N=33 |
| SouthWest quadrant | 28% | N=46 |
| Total | 100% | N=164 |

# Appendix B: Crosstabulations of Selected Survey Results by Respondent Characteristics

## Understanding the Tables

For most of the questions, for ease of comparison, responses have been condensed to show only the proportion of respondents selecting specific response options; for example, the percent of respondents who "strongly" or "somewhat" agreed with an item, or who rated the importance of an item as "essential" or "very important."

Chi-square or ANOVA tests of significance were applied to these breakdowns of survey questions. A "p-value" of 0.05 or less indicates that there is less than a 5% probability that differences observed between groups are due to chance; or in other words, a greater than 95% probability that the differences observed in the selected categories of the sample represent "real" differences among those populations. As subgroups vary in size and each group (and each comparison to another group) has a unique margin of error, statistical testing is used to determine whether differences between subgroups are statistically significant. Statistical testing was not performed on multiple response questions.

For each pair or set of subgroup ratings within a row (a single question item) that has a statistically significant difference, an upper case letter denoting significance is shown in the cell with the larger column proportion. The letter denotes the subgroup with the smaller column proportion from which it is statistically different. Subgroups that have no upper case letter denotation in their column and that are also not referred to in any other column were not statistically different.

For example, in Table 37 on the following page, respondents in the NorthWest and SouthEast Quadrant gave statistically significantly higher ratings to satisfaction with the programs/activities the City offers than did those in the SouthWest Quadrant (column D); in addition those in the SouthEast Quadrant also had higher ratings than did those in the NorthEast Quadrant (Column A). However, the rating of satisfaction with the City's offerings in parks were not statistically different among those in the NorthEast, NorthWest, or SouthEast Quadrants, as none of those columns had an A, B, or C in those cells.

## Crosstabulations by Respondent Area of Residence

**Table 37: Question #2 by Area**

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 38% | 26% | 39% | 50% B |
| I am satisfied with the programs/activities the City offers in the parks | 51% | 73% D | 86% A D | 48% |
| Parks are equitably distributed within the city | 55% | 57% | 71% | 67% |
| I feel welcome at the parks | 62% | 65% | 57% | 81% A C |
| The parks are safe and pleasant | 43% | 39% | 54% | 45% |

**Table 38: Question #3 by Area**

| During the past year, on average, how often did you visit the beach in Oxnard? | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Never | 23% | 5% | 9% | 11% |
| Less than once per week | 50% | 67% D | 65% D | 33% |
| 1 times per week | 19% | 17% | 15% | 26% |
| 2-4 times per week | 4% | 3% | 7% | 10% |
| 4+ times per week | 4% | 3% | 1% | 16% |
| Not sure | 0% | 5% | 3% | 4% |
| Total | 100% | 100% | 100% | 100% |

**Table 39: Question #5 by Area**

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 96% B C | 56% | 73% | 91% B C |
| Contribute to the identity of Oxnard | 94% B C D | 75% | 69% | 76% |
| Be a place to enjoy nature, including plants, animals and birds | 99% B C | 76% | 79% | 88% |
| Be a place to swim | 88% C | 72% | 58% | 81% C |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 90% D | 76% | 77% | 72% |

**Table 40: Question #6 by Area**

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Never | 2% | 3% | 6% | 13% |
| Less than once per week | 46% D | 44% | 44% | 20% |
| 1 time per week | 33% | 20% | 17% | 27% |
| 2-4 times per week | 13% | 30% | 15% | 19% |
| 4+ times per week | 6% | 3% | 15% | 19% |
| Not sure | 0% | 0% | 2% | 2% |
| Total | 100% | 100% | 100% | 100% |

**Table 41: Question #7 by Area**

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| They are hard to get to | 7% | 10% | 16% | 9% |
| Lack of restrooms is a problem | 29% | 61% A | 51% A | 49% |
| Lack of amenities, like trash bins and benches, is a problem | 27% | 28% | 35% | 39% |
| Lack of lighting is a problem | 55% | 34% | 67% B | 76% A B |
| I am concerned about personal safety when visiting parks | 53% | 40% | 79% A B | 58% |
| The parks are overcrowded | 25% | 45% | 31% | 22% |

**Table 42: Question #8 by Area**

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| "Green spaces" within the city | 95% | 87% | 99% | 88% |
| Places for rest and relaxation | 86% | 89% | 97% | 93% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 80% | 76% | 78% | 68% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 86% | 84% | 87% | 87% |
| Court sports (e.g., tennis, basketball) | 56% | 67% | 73% | 69% |
| Family and group gathering places | 83% | 81% | 88% | 95% |
| Playground equipment | 83% | 78% | 65% | 82% |
| Places to walk or jog | 92% | 83% | 99% B | 96% B |
| Places for nature or wildlife | 69% | 82% | 76% | 90% A |

Table 43: Question #9 by Area

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Playgrounds | 45% B D | 23% | 45% | 25% |
| Community gardens | 95% B C | 64% | 71% | 90% B |
| Park trails and paths for walking/running/biking | 70% | 87% C | 56% | 74% |
| Places for off-leash dogs to play or exercise | 72% B | 46% | 77% B | 76% B |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 48% | 35% | 58% | 47% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 43% | 33% | 32% | 55% |
| Outdoor softball and baseball fields | 51% | 52% | 53% | 43% |
| Places for picnicking | 69% B D | 42% | 56% | 40% |
| Places for group gatherings (barbecues, birthday parties) | 62% B | 37% | 47% | 42% |
| Places for special events (e.g., festivals, concerts, running races) | 65% B | 37% | 70% B | 61% B |
| Open space and natural areas | 83% B C | 62% | 51% | 70% |
| Indoor recreation and sports centers | 94% D | 87% D | 86% D | 66% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 100% C | 100% C | 88% | 95% |
| Swimming pools | 77% | 83% | 76% | 83% |
| Environmental education facilities | 77% | 83% | 89% | 90% |

Table 44: Question #10 by Area

| Park space should be devoted . . . | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 17% | 11% | 47% B D | 16% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 83% | 89% C | 53% | 84% C |
| Total | 100% | 100% | 100% | 100% |

Table 45: Question #11 by Area

| New park spaces should . . . | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 20% | 14% | 24% | 24% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 80% | 86% | 76% | 76% |
| Total | 100% | 100% | 100% | 100% |

Table 46: Question #12 by Area

| Which choice should the City make to stay within their budget? They should . . . | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 82% B | 41% | 73% | 70% |
| eliminate some programs and facilities | 18% | 59% A | 27% | 30% |
| Total | 100% | 100% | 100% | 100% |

Table 47: Question #13 by Area

| Restrooms should be . . . | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 55% | 70% | 78% | 72% |
| placed only in the most popular parks | 45% | 30% | 22% | 28% |
| Total | 100% | 100% | 100% | 100% |

Table 48: Question #14 by Area

| Lighting of courts (basketball and tennis) at night should be . . . | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| in all parks | 58% | 39% | 73% B | 50% |
| only in the most used parks | 42% | 61% C | 27% | 50% |
| Total | 100% | 100% | 100% | 100% |

Table 49: Question #15 by Area

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 11% | 10% | 19% | 26% |
| Work first on the existing parks that need the most taking care of and investment | 43% | 73% C | 30% | 62% C |
| Work first on the existing parks that are used the most | 45% D | 17% | 51% B D | 13% |
| Total | 100% | 100% | 100% | 100% |

Table 50: Question #16 by Area

| How much would you support or oppose creating a bike and walking path along the river? | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Strongly support | 69% | 52% | 65% | 66% |
| Somewhat support | 20% | 37% | 21% | 21% |
| Somewhat oppose | 7% | 4% | 0% | 6% |
| Strongly oppose | 4% | 7% | 14% | 7% |
| Total | 100% | 100% | 100% | 100% |

Table 51: Question #17 by Area

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | NorthEast Quadrant (A) | NorthWest Quadrant (B) | SouthEast Quadrant (C) | SouthWest Quadrant (D) |
|---|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 51% | 53% | 64% | 70% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 90% | 73% | 74% | 81% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 99% B | 73% | 94% B | 93% B |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 40% B D | 12% | 28% | 20% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 32% | 38% | 68% A B | 49% |

## Crosstabulations by Respondent Age

Table 52: Question #2 by Age of Respondent

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 27% | 34% | 58% A B |
| I am satisfied with the programs/activities the City offers in the parks | 60% | 66% | 67% |
| Parks are equitably distributed within the city | 55% | 61% | 74% |
| I feel welcome at the parks | 78% | 63% | 63% |
| The parks are safe and pleasant | 45% | 51% | 41% |

Table 53: Question #3 by Age of Respondent

| During the past year, on average, how often did you visit the beach in Oxnard? | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Never | 17% | 3% | 18% B |
| Less than once per week | 61% | 48% | 49% |
| 1 times per week | 18% | 25% | 18% |
| 2-4 times per week | 0% | 9% | 8% |
| 4+ times per week | 2% | 12% | 3% |
| Not sure | 2% | 1% | 5% |
| Total | 100% | 100% | 100% |

Table 54: Question #5 by Age of Respondent

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 85% | 77% | 84% |
| Contribute to the identity of Oxnard | 87% | 73% | 81% |
| Be a place to enjoy nature, including plants, animals and birds | 100% B C | 84% | 79% |
| Be a place to swim | 93% B C | 67% | 71% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 93% B C | 76% | 69% |

**Table 55: Question #6 by Age of Respondent**

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Never | 0% | 0% | 18% |
| Less than once per week | 38% | 30% | 47% |
| 1 time per week | 27% | 34% | 17% |
| 2-4 times per week | 33% C | 14% | 9% |
| 4+ times per week | 2% | 21% A | 10% |
| Not sure | 0% | 1% | 1% |
| Total | 100% | 100% | 100% |

**Table 56: Question #7 by Age of Respondent**

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| They are hard to get to | 0% | 12% A | 20% A |
| Lack of restrooms is a problem | 35% | 45% | 58% A |
| Lack of amenities, like trash bins and benches, is a problem | 16% | 35% A | 45% A |
| Lack of lighting is a problem | 40% | 69% A | 65% A |
| I am concerned about personal safety when visiting parks | 43% | 66% A | 59% |
| The parks are overcrowded | 12% | 34% A | 36% A |

**Table 57: Question #8 by Age of Respondent**

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| "Green spaces" within the city | 94% | 97% | 89% |
| Places for rest and relaxation | 88% | 93% | 90% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 82% C | 80% C | 61% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 90% | 87% | 80% |
| Court sports (e.g., tennis, basketball) | 63% | 78% C | 53% |
| Family and group gathering places | 87% | 89% | 84% |
| Playground equipment | 90% B C | 73% | 68% |
| Places to walk or jog | 100% C | 93% | 85% |
| Places for nature or wildlife | 78% | 87% | 76% |

**Table 58: Question #9 by Age of Respondent**

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Playgrounds | 24% | 49% A | 35% |
| Community gardens | 81% | 91% | 77% |
| Park trails and paths for walking/running/biking | 75% | 69% | 70% |
| Places for off-leash dogs to play or exercise | 58% | 81% A | 67% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 31% | 69% A C | 40% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 36% | 50% | 39% |
| Outdoor softball and baseball fields | 45% | 51% | 50% |
| Places for picnicking | 56% | 55% | 50% |
| Places for group gatherings (barbecues, birthday parties) | 47% | 56% | 43% |
| Places for special events (e.g., festivals, concerts, running races) | 50% | 72% A | 55% |
| Open space and natural areas | 73% | 69% | 68% |
| Indoor recreation and sports centers | 91% C | 83% | 74% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 100% C | 100% C | 89% |
| Swimming pools | 75% | 85% | 79% |
| Environmental education facilities | 71% | 95% A | 84% |

**Table 59: Question #10 by Age of Respondent**

| Park space should be devoted . . . | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 8% | 37% A | 16% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 92% B | 63% | 84% |
| Total | 100% | 100% | 100% |

**Table 60: Question #11 by Age of Respondent**

| New park spaces should . . . | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 11% | 25% | 19% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 89% | 75% | 81% |
| Total | 100% | 100% | 100% |

**Table 61: Question #12 by Age of Respondent**

| Which choice should the City make to stay within their budget? They should . . . | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 71% | 83% C | 53% |
| eliminate some programs and facilities | 29% | 17% | 47% B |
| Total | 100% | 100% | 100% |

**Table 62: Question #13 by Age of Respondent**

| Restrooms should be . . . | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 54% | 81% A | 70% |
| placed only in the most popular parks | 46% B | 19% | 30% |
| Total | 100% | 100% | 100% |

**Table 63: Question #14 by Age of Respondent**

| Lighting of courts (basketball and tennis) at night should be . . . | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| in all parks | 51% | 68% | 45% |
| only in the most used parks | 49% | 32% | 55% |
| Total | 100% | 100% | 100% |

**Table 64: Question #15 by Age of Respondent**

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 9% | 19% | 23% |
| Work first on the existing parks that need the most taking care of and investment | 53% | 48% | 52% |
| Work first on the existing parks that are used the most | 38% | 33% | 25% |
| Total | 100% | 100% | 100% |

**Table 65: Question #16 by Age of Respondent**

| How much would you support or oppose creating a bike and walking path along the river? | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Strongly support | 79% C | 68% C | 44% |
| Somewhat support | 11% | 27% | 34% A |
| Somewhat oppose | 4% | 0% | 11% |
| Strongly oppose | 6% | 5% | 11% |
| Total | 100% | 100% | 100% |

**Table 66: Question #17 by Age of Respondent**

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | 18-34 (A) | 35-54 (B) | 55+ (C) |
|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 54% | 58% | 67% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 87% B | 70% | 86% B |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 85% | 93% | 95% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 27% | 30% | 22% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 31% | 47% | 56% A |

## Crosstabulations by Respondent Sex

### Table 67: Question #2 by Sex of Respondent

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Male (A) | Female (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 39% | 39% |
| I am satisfied with the programs/activities the City offers in the parks | 64% | 62% |
| Parks are equitably distributed within the city | 65% | 58% |
| I feel welcome at the parks | 65% | 69% |
| The parks are safe and pleasant | 57% B | 37% |

### Table 68: Question #3 by Sex of Respondent

| During the past year, on average, how often did you visit the beach in Oxnard? | Male (A) | Female (B) |
|---|---|---|
| Never | 20% B | 6% |
| Less than once per week | 57% | 48% |
| 1 times per week | 11% | 29% A |
| 2-4 times per week | 7% | 6% |
| 4+ times per week | 3% | 7% |
| Not sure | 2% | 3% |
| Total | 100% | 100% |

### Table 69: Question #5 by Sex of Respondent

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Male (A) | Female (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 79% | 85% |
| Contribute to the identity of Oxnard | 67% | 93% A |
| Be a place to enjoy nature, including plants, animals and birds | 84% | 90% |
| Be a place to swim | 68% | 83% A |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 74% | 83% |

**Table 70: Question #6 by Sex of Respondent**

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Male (A) | Female (B) |
|---|---|---|
| Never | 6% | 6% |
| Less than once per week | 46% | 32% |
| 1 time per week | 33% B | 19% |
| 2-4 times per week | 9% | 27% A |
| 4+ times per week | 5% | 16% A |
| Not sure | 0% | 0% |
| Total | 100% | 100% |

**Table 71: Question #7 by Sex of Respondent**

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Male (A) | Female (B) |
|---|---|---|
| They are hard to get to | 4% | 16% A |
| Lack of restrooms is a problem | 39% | 50% |
| Lack of amenities, like trash bins and benches, is a problem | 30% | 29% |
| Lack of lighting is a problem | 54% | 62% |
| I am concerned about personal safety when visiting parks | 49% | 63% |
| The parks are overcrowded | 23% | 31% |

Table 72: Question #8 by Sex of Respondent

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Male (A) | Female (B) |
|---|---|---|
| "Green spaces" within the city | 88% | 97% A |
| Places for rest and relaxation | 91% | 89% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 84% B | 68% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 87% | 85% |
| Court sports (e.g., tennis, basketball) | 66% | 63% |
| Family and group gathering places | 90% | 84% |
| Playground equipment | 76% | 80% |
| Places to walk or jog | 89% | 95% |
| Places for nature or wildlife | 66% | 92% A |

Table 73: Question #9 by Sex of Respondent

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | Male (A) | Female (B) |
|---|---|---|
| Playgrounds | 36% | 36% |
| Community gardens | 89% | 79% |
| Park trails and paths for walking/running/biking | 62% | 80% A |
| Places for off-leash dogs to play or exercise | 62% | 74% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 45% | 47% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 41% | 44% |
| Outdoor softball and baseball fields | 49% | 50% |
| Places for picnicking | 54% | 53% |
| Places for group gatherings (barbecues, birthday parties) | 58% B | 39% |
| Places for special events (e.g., festivals, concerts, running races) | 55% | 64% |
| Open space and natural areas | 62% | 77% |
| Indoor recreation and sports centers | 81% | 87% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 92% | 100% A |
| Swimming pools | 68% | 92% A |
| Environmental education facilities | 73% | 93% A |

**Table 74: Question #10 by Sex of Respondent**

| Park space should be devoted . . . | Male (A) | Female (B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 29% | 17% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 71% | 83% |
| Total | 100% | 100% |

**Table 75: Question #11 by Sex of Respondent**

| New park spaces should . . . | Male (A) | Female (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 21% | 20% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 79% | 80% |
| Total | 100% | 100% |

**Table 76: Question #12 by Sex of Respondent**

| Which choice should the City make to stay within their budget? They should . . . | Male (A) | Female (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 73% | 64% |
| eliminate some programs and facilities | 27% | 36% |
| Total | 100% | 100% |

**Table 77: Question #13 by Sex of Respondent**

| Restrooms should be . . . | Male (A) | Female (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 66% | 69% |
| placed only in the most popular parks | 34% | 31% |
| Total | 100% | 100% |

**Table 78: Question #14 by Sex of Respondent**

| Lighting of courts (basketball and tennis) at night should be . . . | Male (A) | Female (B) |
|---|---|---|
| in all parks | 58% | 55% |
| only in the most used parks | 42% | 45% |
| Total | 100% | 100% |

Table 79: Question #15 by Sex of Respondent

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Male (A) | Female (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 16% | 17% |
| Work first on the existing parks that need the most taking care of and investment | 35% | 69% A |
| Work first on the existing parks that are used the most | 49% B | 14% |
| Total | 100% | 100% |

Table 80: Question #16 by Sex of Respondent

| How much would you support or oppose creating a bike and walking path along the river? | Male (A) | Female (B) |
|---|---|---|
| Strongly support | 67% | 59% |
| Somewhat support | 20% | 29% |
| Somewhat oppose | 5% | 5% |
| Strongly oppose | 9% | 7% |
| Total | 100% | 100% |

Table 81: Question #17 by Sex of Respondent

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Male (A) | Female (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 62% | 57% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 80% | 83% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 95% | 88% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 35% B | 19% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 48% | 42% |

## Crosstabulations by Housing Tenure (Rent or Own)

**Table 82: Question #2 by Housing Tenure (Rent or Own)**

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Rent (A) | Own (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 34% | 42% |
| I am satisfied with the programs/activities the City offers in the parks | 75% B | 53% |
| Parks are equitably distributed within the city | 58% | 64% |
| I feel welcome at the parks | 68% | 66% |
| The parks are safe and pleasant | 45% | 45% |

**Table 83: Question #3 by Housing Tenure (Rent or Own)**

| During the past year, on average, how often did you visit the beach in Oxnard? | Rent (A) | Own (B) |
|---|---|---|
| Never | 19% B | 8% |
| Less than once per week | 57% | 49% |
| 1 times per week | 15% | 24% |
| 2-4 times per week | 6% | 7% |
| 4+ times per week | 3% | 8% |
| Not sure | 0% | 5% |
| Total | 100% | 100% |

**Table 84: Question #5 by Housing Tenure (Rent or Own)**

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Rent (A) | Own (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 77% | 86% |
| Contribute to the identity of Oxnard | 81% | 79% |
| Be a place to enjoy nature, including plants, animals and birds | 85% | 89% |
| Be a place to swim | 79% | 75% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 81% | 78% |

Table 85: Question #6 by Housing Tenure (Rent or Own)

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Rent (A) | Own (B) |
|---|---|---|
| Never | 9% | 4% |
| Less than once per week | 39% | 38% |
| 1 time per week | 23% | 28% |
| 2-4 times per week | 15% | 21% |
| 4+ times per week | 13% | 9% |
| Not sure | 0% | 0% |
| Total | 100% | 100% |

Table 86: Question #7 by Housing Tenure (Rent or Own)

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Rent (A) | Own (B) |
|---|---|---|
| They are hard to get to | 8% | 12% |
| Lack of restrooms is a problem | 38% | 52% |
| Lack of amenities, like trash bins and benches, is a problem | 19% | 42% A |
| Lack of lighting is a problem | 44% | 70% A |
| I am concerned about personal safety when visiting parks | 56% | 57% |
| The parks are overcrowded | 15% | 36% A |

Table 87: Question #8 by Housing Tenure (Rent or Own)

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Rent (A) | Own (B) |
|---|---|---|
| "Green spaces" within the city | 98% B | 89% |
| Places for rest and relaxation | 91% | 90% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 78% | 73% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 85% | 87% |
| Court sports (e.g., tennis, basketball) | 61% | 69% |
| Family and group gathering places | 89% | 85% |
| Playground equipment | 75% | 80% |
| Places to walk or jog | 92% | 92% |
| Places for nature or wildlife | 79% | 79% |

Table 88: Question #9 by Housing Tenure (Rent or Own)

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | Rent (A) | Own (B) |
|---|---|---|
| Playgrounds | 32% | 39% |
| Community gardens | 82% | 84% |
| Park trails and paths for walking/running/biking | 59% | 82% A |
| Places for off-leash dogs to play or exercise | 69% | 68% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 48% | 45% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 41% | 43% |
| Outdoor softball and baseball fields | 46% | 52% |
| Places for picnicking | 57% | 52% |
| Places for group gatherings (barbecues, birthday parties) | 53% | 46% |
| Places for special events (e.g., festivals, concerts, running races) | 54% | 64% |
| Open space and natural areas | 68% | 71% |
| Indoor recreation and sports centers | 98% B | 75% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 98% | 96% |
| Swimming pools | 78% | 82% |
| Environmental education facilities | 77% | 87% |

Table 89: Question #10 by Housing Tenure (Rent or Own)

| Park space should be devoted . . . | Rent (A) | Own (B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 29% | 18% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 71% | 82% |
| Total | 100% | 100% |

Table 90: Question #11 by Housing Tenure (Rent or Own)

| New park spaces should . . . | Rent (A) | Own (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 15% | 23% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 85% | 77% |
| Total | 100% | 100% |

Table 91: Question #12 by Housing Tenure (Rent or Own)

| Which choice should the City make to stay within their budget? They should . . . | Rent (A) | Own (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 71% | 67% |
| eliminate some programs and facilities | 29% | 33% |
| Total | 100% | 100% |

Table 92: Question #13 by Housing Tenure (Rent or Own)

| Restrooms should be . . . | Rent (A) | Own (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 71% | 65% |
| placed only in the most popular parks | 29% | 35% |
| Total | 100% | 100% |

Table 93: Question #14 by Housing Tenure (Rent or Own)

| Lighting of courts (basketball and tennis) at night should be . . . | Rent (A) | Own (B) |
|---|---|---|
| in all parks | 52% | 59% |
| only in the most used parks | 48% | 41% |
| Total | 100% | 100% |

Table 94: Question #15 by Housing Tenure (Rent or Own)

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Rent (A) | Own (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 13% | 19% |
| Work first on the existing parks that need the most taking care of and investment | 43% | 58% |
| Work first on the existing parks that are used the most | 44% B | 23% |
| Total | 100% | 100% |

**Table 95: Question #16 by Housing Tenure (Rent or Own)**

| How much would you support or oppose creating a bike and walking path along the river? | Rent (A) | Own (B) |
|---|---|---|
| Strongly support | 73% B | 56% |
| Somewhat support | 23% | 24% |
| Somewhat oppose | 0% | 9% |
| Strongly oppose | 4% | 11% |
| Total | 100% | 100% |

**Table 96: Question #17 by Housing Tenure (Rent or Own)**

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Rent (A) | Own (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 60% | 59% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 88% | 76% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 89% | 93% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 41% B | 15% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 44% | 46% |

## Crosstabulations by Presence of Children Age 12 or Younger in Household

**Table 97: Question #2 by Presence of Children (Age 12 and Younger) in Household**

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Children in household (A) | NO children in household (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 22% | 52% A |
| I am satisfied with the programs/activities the City offers in the parks | 56% | 69% |
| Parks are equitably distributed within the city | 52% | 70% A |
| I feel welcome at the parks | 70% | 68% |
| The parks are safe and pleasant | 37% | 54% |

**Table 98: Question #3 by Presence of Children (Age 12 and Younger) in Household**

| During the past year, on average, how often did you visit the beach in Oxnard? | Children in household (A) | NO children in household (B) |
|---|---|---|
| Never | 15% | 9% |
| Less than once per week | 47% | 58% |
| 1 times per week | 19% | 19% |
| 2-4 times per week | 8% | 4% |
| 4+ times per week | 6% | 7% |
| Not sure | 4% | 2% |
| Total | 100% | 100% |

**Table 99: Question #5 by Presence of Children (Age 12 and Younger) in Household**

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Children in household (A) | NO children in household (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 79% | 81% |
| Contribute to the identity of Oxnard | 87% B | 70% |
| Be a place to enjoy nature, including plants, animals and birds | 91% | 82% |
| Be a place to swim | 88% B | 60% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 90% B | 65% |

Table 100: Question #6 by Presence of Children (Age 12 and Younger) in Household

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Children in household (A) | NO children in household (B) |
|---|---|---|
| Never | 3% | 7% |
| Less than once per week | 22% | 49% A |
| 1 time per week | 30% | 25% |
| 2-4 times per week | 33% B | 8% |
| 4+ times per week | 11% | 10% |
| Not sure | 0% | 0% |
| Total | 100% | 100% |

Table 101: Question #7 by Presence of Children (Age 12 and Younger) in Household

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Children in household (A) | NO children in household (B) |
|---|---|---|
| They are hard to get to | 7% | 10% |
| Lack of restrooms is a problem | 47% | 40% |
| Lack of amenities, like trash bins and benches, is a problem | 24% | 33% |
| Lack of lighting is a problem | 43% | 73% A |
| I am concerned about personal safety when visiting parks | 51% | 60% |
| The parks are overcrowded | 17% | 28% |

Table 102: Question #8 by Presence of Children (Age 12 and Younger) in Household

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Children in household (A) | NO children in household (B) |
|---|---|---|
| "Green spaces" within the city | 93% | 92% |
| Places for rest and relaxation | 96% B | 82% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 88% B | 65% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 96% B | 77% |
| Court sports (e.g., tennis, basketball) | 75% B | 55% |
| Family and group gathering places | 100% B | 72% |
| Playground equipment | 99% B | 58% |
| Places to walk or jog | 98% B | 86% |
| Places for nature or wildlife | 76% | 80% |

Table 103: Question #9 by Presence of Children (Age 12 and Younger) in Household

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | Children in household (A) | NO children in household (B) |
|---|---|---|
| Playgrounds | 39% | 26% |
| Community gardens | 82% | 89% |
| Park trails and paths for walking/running/biking | 73% | 69% |
| Places for off-leash dogs to play or exercise | 60% | 81% A |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 47% | 44% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 49% | 33% |
| Outdoor softball and baseball fields | 63% B | 35% |
| Places for picnicking | 56% | 48% |
| Places for group gatherings (barbecues, birthday parties) | 58% B | 35% |
| Places for special events (e.g., festivals, concerts, running races) | 54% | 63% |
| Open space and natural areas | 71% | 66% |
| Indoor recreation and sports centers | 89% | 77% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 100% | 98% |
| Swimming pools | 80% | 78% |
| Environmental education facilities | 79% | 88% |

Table 104: Question #10 by Presence of Children (Age 12 and Younger) in Household

| Park space should be devoted . . . | Children in household (A) | NO children in household (B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 24% | 24% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 76% | 76% |
| Total | 100% | 100% |

Table 105: Question #11 by Presence of Children (Age 12 and Younger) in Household

| New park spaces should . . . | Children in household (A) | NO children in household (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 24% | 19% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 76% | 81% |
| Total | 100% | 100% |

Table 106: Question #12 by Presence of Children (Age 12 and Younger) in Household

| Which choice should the City make to stay within their budget? They should . . . | Children in household (A) | NO children in household (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 67% | 71% |
| eliminate some programs and facilities | 33% | 29% |
| Total | 100% | 100% |

Table 107: Question #13 by Presence of Children (Age 12 and Younger) in Household

| Restrooms should be . . . | Children in household (A) | NO children in household (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 67% | 67% |
| placed only in the most popular parks | 33% | 33% |
| Total | 100% | 100% |

Table 108: Question #14 by Presence of Children (Age 12 and Younger) in Household

| Lighting of courts (basketball and tennis) at night should be . . . | Children in household (A) | NO children in household (B) |
|---|---|---|
| in all parks | 56% | 57% |
| only in the most used parks | 44% | 43% |
| Total | 100% | 100% |

Table 109: Question #15 by Presence of Children (Age 12 and Younger) in Household

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Children in household (A) | NO children in household (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 13% | 23% |
| Work first on the existing parks that need the most taking care of and investment | 51% | 49% |
| Work first on the existing parks that are used the most | 36% | 28% |
| Total | 100% | 100% |

Table 110: Question #16 by Presence of Children (Age 12 and Younger) in Household

| How much would you support or oppose creating a bike and walking path along the river? | Children in household (A) | NO children in household (B) |
|---|---|---|
| Strongly support | 73% | 60% |
| Somewhat support | 19% | 25% |
| Somewhat oppose | 2% | 5% |
| Strongly oppose | 6% | 10% |
| Total | 100% | 100% |

Table 111: Question #17 by Presence of Children (Age 12 and Younger) in Household

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Children in household (A) | NO children in household (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 51% | 67% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 76% | 83% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 84% | 95% A |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 23% | 31% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 43% | 45% |

## Crosstabulations by Presence of Teenagers Age 13 to 18 in Household

Table 112: Question #2 by Presence of Teenagers (Age 13 to 18) in Household

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 26% | 45% A |
| I am satisfied with the programs/activities the City offers in the parks | 73% | 59% |
| Parks are equitably distributed within the city | 36% | 76% A |
| I feel welcome at the parks | 60% | 75% |
| The parks are safe and pleasant | 26% | 60% A |

Table 113: Question #3 by Presence of Teenagers (Age 13 to 18) in Household

| During the past year, on average, how often did you visit the beach in Oxnard? | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Never | 3% | 16% A |
| Less than once per week | 60% | 52% |
| 1 times per week | 23% | 20% |
| 2-4 times per week | 10% | 3% |
| 4+ times per week | 3% | 6% |
| Not sure | 2% | 2% |
| Total | 100% | 100% |

Table 114: Question #5 by Presence of Teenagers (Age 13 to 18) in Household

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 75% | 86% |
| Contribute to the identity of Oxnard | 87% | 76% |
| Be a place to enjoy nature, including plants, animals and birds | 92% | 86% |
| Be a place to swim | 86% | 73% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 90% B | 73% |

Table 115: Question #6 by Presence of Teenagers (Age 13 to 18) in Household

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Never | 0% | 8% |
| Less than once per week | 30% | 40% |
| 1 time per week | 16% | 33% A |
| 2-4 times per week | 36% B | 11% |
| 4+ times per week | 17% | 8% |
| Not sure | 2% | 0% |
| Total | 100% | 100% |

Table 116: Question #7 by Presence of Teenagers (Age 13 to 18) in Household

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| They are hard to get to | 16% | 7% |
| Lack of restrooms is a problem | 60% B | 39% |
| Lack of amenities, like trash bins and benches, is a problem | 29% | 32% |
| Lack of lighting is a problem | 52% | 63% |
| I am concerned about personal safety when visiting parks | 46% | 64% A |
| The parks are overcrowded | 28% | 24% |

Table 117: Question #8 by Presence of Teenagers (Age 13 to 18) in Household

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| "Green spaces" within the city | 92% | 91% |
| Places for rest and relaxation | 95% | 87% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 94% B | 68% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 94% | 82% |
| Court sports (e.g., tennis, basketball) | 91% B | 50% |
| Family and group gathering places | 95% B | 80% |
| Playground equipment | 92% B | 69% |
| Places to walk or jog | 94% | 91% |
| Places for nature or wildlife | 65% | 82% A |

Table 118: Question #9 by Presence of Teenagers (Age 13 to 18) in Household

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount.<br>Percent responding "far too few" or "too few" | Teenagers in household<br>(A) | NO teenagers in household<br>(B) |
|---|---|---|
| Playgrounds | 50%<br>B | 23% |
| Community gardens | 74% | 87% |
| Park trails and paths for walking/running/biking | 85%<br>B | 67% |
| Places for off-leash dogs to play or exercise | 71% | 73% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 59%<br>B | 39% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 61%<br>B | 30% |
| Outdoor softball and baseball fields | 73%<br>B | 36% |
| Places for picnicking | 63% | 46% |
| Places for group gatherings (barbecues, birthday parties) | 67%<br>B | 37% |
| Places for special events (e.g., festivals, concerts, running races) | 69% | 51% |
| Open space and natural areas | 66% | 70% |
| Indoor recreation and sports centers | 95%<br>B | 79% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 100% | 98% |
| Swimming pools | 92%<br>B | 71% |
| Environmental education facilities | 94%<br>B | 77% |

Table 119: Question #10 by Presence of Teenagers (Age 13 to 18) in Household

| Park space should be devoted . . . | Teenagers in household<br>(A) | NO teenagers in household<br>(B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 25% | 23% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 75% | 77% |
| Total | 100% | 100% |

Table 120: Question #11 by Presence of Teenagers (Age 13 to 18) in Household

| New park spaces should . . . | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 27% | 16% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 73% | 84% |
| Total | 100% | 100% |

Table 121: Question #12 by Presence of Teenagers (Age 13 to 18) in Household

| Which choice should the City make to stay within their budget? They should . . . | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 61% | 71% |
| eliminate some programs and facilities | 39% | 29% |
| Total | 100% | 100% |

Table 122: Question #13 by Presence of Teenagers (Age 13 to 18) in Household

| Restrooms should be . . . | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 78% B | 60% |
| placed only in the most popular parks | 22% | 40% A |
| Total | 100% | 100% |

Table 123: Question #14 by Presence of Teenagers (Age 13 to 18) in Household

| Lighting of courts (basketball and tennis) at night should be . . . | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| in all parks | 62% | 50% |
| only in the most used parks | 38% | 50% |
| Total | 100% | 100% |

Table 124: Question #15 by Presence of Teenagers (Age 13 to 18) in Household

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 17% | 17% |
| Work first on the existing parks that need the most taking care of and investment | 51% | 49% |
| Work first on the existing parks that are used the most | 31% | 34% |
| Total | 100% | 100% |

Table 125: Question #16 by Presence of Teenagers (Age 13 to 18) in Household

| How much would you support or oppose creating a bike and walking path along the river? | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Strongly support | 71% | 65% |
| Somewhat support | 24% | 23% |
| Somewhat oppose | 3% | 4% |
| Strongly oppose | 2% | 8% |
| Total | 100% | 100% |

Table 126: Question #17 by Presence of Teenagers (Age 13 to 18) in Household

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Teenagers in household (A) | NO teenagers in household (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 41% | 72% A |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 76% | 82% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 79% | 95% A |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 29% | 26% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 50% | 39% |

## Crosstabulations by Presence of Older Adults in Household

**Table 127: Question #2 by Presence of Older Adults (Age 65+) in Household**

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 54% B | 32% |
| I am satisfied with the programs/activities the City offers in the parks | 68% | 61% |
| Parks are equitably distributed within the city | 83% B | 52% |
| I feel welcome at the parks | 65% | 69% |
| The parks are safe and pleasant | 46% | 48% |

**Table 128: Question #3 by Presence of Older Adults (Age 65+) in Household**

| During the past year, on average, how often did you visit the beach in Oxnard? | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Never | 18% | 11% |
| Less than once per week | 38% | 60% A |
| 1 times per week | 26% | 18% |
| 2-4 times per week | 12% B | 3% |
| 4+ times per week | 7% | 5% |
| Not sure | 0% | 2% |
| Total | 100% | 100% |

Table 129: Question #5 by Presence of Older Adults (Age 65+) in Household

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 93% B | 79% |
| Contribute to the identity of Oxnard | 85% | 78% |
| Be a place to enjoy nature, including plants, animals and birds | 84% | 90% |
| Be a place to swim | 77% | 80% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 72% | 82% |

Table 130: Question #6 by Presence of Older Adults (Age 65+) in Household

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Never | 13% B | 3% |
| Less than once per week | 33% | 40% |
| 1 time per week | 16% | 31% A |
| 2-4 times per week | 20% | 19% |
| 4+ times per week | 17% | 7% |
| Not sure | 1% | 0% |
| Total | 100% | 100% |

Table 131: Question #7 by Presence of Older Adults (Age 65+) in Household

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| They are hard to get to | 14% | 7% |
| Lack of restrooms is a problem | 55% | 44% |
| Lack of amenities, like trash bins and benches, is a problem | 40% | 27% |
| Lack of lighting is a problem | 66% | 57% |
| I am concerned about personal safety when visiting parks | 62% | 56% |
| The parks are overcrowded | 31% | 23% |

Table 132: Question #8 by Presence of Older Adults (Age 65+) in Household

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| "Green spaces" within the city | 95% | 92% |
| Places for rest and relaxation | 92% | 90% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 60% | 80% A |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 85% | 85% |
| Court sports (e.g., tennis, basketball) | 65% | 64% |
| Family and group gathering places | 85% | 87% |
| Playground equipment | 72% | 80% |
| Places to walk or jog | 91% | 93% |
| Places for nature or wildlife | 83% | 76% |

Table 133: Question #9 by Presence of Older Adults (Age 65+) in Household

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Playgrounds | 30% | 35% |
| Community gardens | 83% | 82% |
| Park trails and paths for walking/running/biking | 67% | 75% |
| Places for off-leash dogs to play or exercise | 69% | 68% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 41% | 45% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 42% | 40% |
| Outdoor softball and baseball fields | 42% | 48% |
| Places for picnicking | 60% | 47% |
| Places for group gatherings (barbecues, birthday parties) | 49% | 46% |
| Places for special events (e.g., festivals, concerts, running races) | 64% | 52% |
| Open space and natural areas | 63% | 70% |
| Indoor recreation and sports centers | 79% | 86% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 88% | 100% A |
| Swimming pools | 83% | 79% |
| Environmental education facilities | 91% | 81% |

Table 134: Question #10 by Presence of Older Adults (Age 65+) in Household

| Park space should be devoted . . . | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 17% | 24% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 83% | 76% |
| Total | 100% | 100% |

Table 135: Question #11 by Presence of Older Adults (Age 65+) in Household

| New park spaces should . . . | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 20% | 17% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 80% | 83% |
| Total | 100% | 100% |

Table 136: Question #12 by Presence of Older Adults (Age 65+) in Household

| Which choice should the City make to stay within their budget? They should . . . | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 71% | 68% |
| eliminate some programs and facilities | 29% | 32% |
| Total | 100% | 100% |

Table 137: Question #13 by Presence of Older Adults (Age 65+) in Household

| Restrooms should be . . . | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 63% | 69% |
| placed only in the most popular parks | 37% | 31% |
| Total | 100% | 100% |

Table 138: Question #14 by Presence of Older Adults (Age 65+) in Household

| Lighting of courts (basketball and tennis) at night should be . . . | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| in all parks | 46% | 57% |
| only in the most used parks | 54% | 43% |
| Total | 100% | 100% |

Table 139: Question #15 by Presence of Older Adults (Age 65+) in Household

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 21% | 13% |
| Work first on the existing parks that need the most taking care of and investment | 50% | 52% |
| Work first on the existing parks that are used the most | 29% | 35% |
| Total | 100% | 100% |

Table 140: Question #16 by Presence of Older Adults (Age 65+) in Household

| How much would you support or oppose creating a bike and walking path along the river? | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Strongly support | 54% | 70% |
| Somewhat support | 24% | 24% |
| Somewhat oppose | 7% | 2% |
| Strongly oppose | 14% B | 4% |
| Total | 100% | 100% |

Table 141: Question #17 by Presence of Older Adults (Age 65+) in Household

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Households includes older adults (age 65+) (A) | Households does NOT include older adults (age 65+) (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 64% | 58% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 86% | 77% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 97% | 87% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 18% | 31% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 58% B | 36% |

## Crosstabulations by Ethnicity (Hispanic versus Non-Hispanic)

### Table 142: Question #2 by Ethnicity of Respondent

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 28% | 60% A |
| I am satisfied with the programs/activities the City offers in the parks | 68% | 53% |
| Parks are equitably distributed within the city | 58% | 74% |
| I feel welcome at the parks | 67% | 71% |
| The parks are safe and pleasant | 45% | 49% |

### Table 143: Question #3 by Ethnicity of Respondent

| During the past year, on average, how often did you visit the beach in Oxnard? | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Never | 13% | 12% |
| Less than once per week | 52% | 55% |
| 1 times per week | 23% | 15% |
| 2-4 times per week | 4% | 8% |
| 4+ times per week | 4% | 10% |
| Not sure | 4% | 0% |
| Total | 100% | 100% |

### Table 144: Question #5 by Ethnicity of Respondent

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Provide residents easy access to a beach and the ocean | 79% | 88% |
| Contribute to the identity of Oxnard | 79% | 82% |
| Be a place to enjoy nature, including plants, animals and birds | 86% | 91% |
| Be a place to swim | 78% | 73% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 84% B | 70% |

**Table 145: Question #6 by Ethnicity of Respondent**

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Never | 5% | 7% |
| Less than once per week | 31% | 52% A |
| 1 time per week | 30% B | 15% |
| 2-4 times per week | 22% | 12% |
| 4+ times per week | 11% | 13% |
| Not sure | 0% | 1% |
| Total | 100% | 100% |

**Table 146: Question #7 by Ethnicity of Respondent**

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| They are hard to get to | 13% | 5% |
| Lack of restrooms is a problem | 49% | 36% |
| Lack of amenities, like trash bins and benches, is a problem | 30% | 33% |
| Lack of lighting is a problem | 52% | 71% A |
| I am concerned about personal safety when visiting parks | 61% | 45% |
| The parks are overcrowded | 29% | 20% |

Table 147: Question #8 by Ethnicity of Respondent

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| "Green spaces" within the city | 93% | 93% |
| Places for rest and relaxation | 94% B | 82% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 82% B | 62% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 90% B | 77% |
| Court sports (e.g., tennis, basketball) | 74% B | 48% |
| Family and group gathering places | 91% B | 76% |
| Playground equipment | 80% | 75% |
| Places to walk or jog | 96% B | 85% |
| Places for nature or wildlife | 80% | 81% |

### Table 148: Question #9 by Ethnicity of Respondent

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount.<br>Percent responding "far too few" or "too few" | Hispanic<br>(A) | Not Hispanic<br>(B) |
|---|---|---|
| Playgrounds | 38% | 28% |
| Community gardens | 78% | 95%<br>A |
| Park trails and paths for walking/running/biking | 67% | 81% |
| Places for off-leash dogs to play or exercise | 68% | 73% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 53%<br>B | 33% |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 47% | 31% |
| Outdoor softball and baseball fields | 55% | 38% |
| Places for picnicking | 60%<br>B | 37% |
| Places for group gatherings (barbecues, birthday parties) | 54%<br>B | 35% |
| Places for special events (e.g., festivals, concerts, running races) | 61% | 58% |
| Open space and natural areas | 73% | 63% |
| Indoor recreation and sports centers | 86% | 79% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 100% | 96% |
| Swimming pools | 81% | 79% |
| Environmental education facilities | 83% | 88% |

### Table 149: Question #10 by Ethnicity of Respondent

| Park space should be devoted . . . | Hispanic<br>(A) | Not Hispanic<br>(B) |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 31%<br>B | 8% |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 69% | 92%<br>A |
| Total | 100% | 100% |

Table 150: Question #11 by Ethnicity of Respondent

| New park spaces should . . . | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 23% | 13% |
| provide other passive and active recreation opportunities that cannot be found at other parks | 77% | 87% |
| Total | 100% | 100% |

Table 151: Question #12 by Ethnicity of Respondent

| Which choice should the City make to stay within their budget? They should . . . | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 71% | 64% |
| eliminate some programs and facilities | 29% | 36% |
| Total | 100% | 100% |

Table 152: Question #13 by Ethnicity of Respondent

| Restrooms should be . . . | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 74% B | 56% |
| placed only in the most popular parks | 26% | 44% A |
| Total | 100% | 100% |

Table 153: Question #14 by Ethnicity of Respondent

| Lighting of courts (basketball and tennis) at night should be . . . | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| in all parks | 56% | 52% |
| only in the most used parks | 44% | 48% |
| Total | 100% | 100% |

### Table 154: Question #15 by Ethnicity of Respondent

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 16% | 18% |
| Work first on the existing parks that need the most taking care of and investment | 49% | 58% |
| Work first on the existing parks that are used the most | 35% | 24% |
| Total | 100% | 100% |

### Table 155: Question #16 by Ethnicity of Respondent

| How much would you support or oppose creating a bike and walking path along the river? | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Strongly support | 70% B | 53% |
| Somewhat support | 19% | 35% A |
| Somewhat oppose | 3% | 8% |
| Strongly oppose | 8% | 4% |
| Total | 100% | 100% |

### Table 156: Question #17 by Ethnicity of Respondent

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Hispanic (A) | Not Hispanic (B) |
|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 62% | 55% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 79% | 82% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 88% | 98% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 25% | 33% |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 51% B | 31% |

# Appendix C: Responses to Survey Questions – Open Participation Survey

The same survey that was mailed to a random selection of residents was also made available online. The URL link to the survey was publicized by the City of Oxnard. In addition, surveys were distributed at a workshop. In addition to the scientific survey administered as described above, an open participation survey was made available. A URL of the survey link was publicized by the City of Oxnard, and anyone who wished to could go online to complete the survey. In addition, surveys were distributed at a workshop. A total of 418 individuals answered at least one question on the survey; 305 to the online survey and 113 to the survey distributed at the workshop.

The following tables show the complete set of responses for each question on the survey from the open participation survey. For one of the questions, two tables are provided, one that includes the "don't know" responses and one that excludes the "don't know" responses.

Table 157: Question #1

| What is the one thing you would most like Oxnard to be known for? |
|---|
| A beautiful place to live, raise a family |
| A beautiful Plaza Park at Christmas. |
| A beautiful safe city that provides quality of life amenities such as parks & open space to its residents. |
| a beautiful tree canopy like Boise, Idaho |
| A beautiful well maintained and safe coastal city. |
| A city that is "alive" |
| A City that properly manages money |
| A clean city |
| A community that has clean well managed parks. |
| A family environment |
| A great city to raise our children in |
| A great clean, safe, multicultural city |
| A great community to raise a family. A city that strives to provide the best services. a city that understands that have built out too fast. They need to start to improve the older neighborhoods with road repair and businesses that people want to shop. |
| A healthy beachside community, with clean air and water. I would like Oxnard to be recognized as a city committed to sustainable practices, with resources available for all community members. |
| A multicultural, family-oriented, and wonderful place to raise kids. |
| A Nice Beach City |
| A peaceful getaway |
| A perfect place to live in! |
| A place where families can come and enjoy the city. We are in a beautiful location with great weather and beaches that we need to make it a destination. |
| A place where people can walk, bike, run, and be safe. |
| A safe community |
| A SAFE place to visit!!! |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| A sports complex like most cities in the County have! With soccer fiels and baseball fields. |
| A tourist destination especially for bicyclists and pedestrians, same as Santa Barbara. Create safe bike routes in addition to safer streets, make the city "bicycle friendly". |
| A tourist place |
| Accesible to our community! And our beach! |
| Agriculture |
| An active city that is true to it's culture and takes cares of it's residents. |
| An active downtown it shows off its history and it's active people |
| An excellently managed city; from its finances, safety, utility systems, road systems maintenance and the beauty of its landscape and parks. |
| anything other than the filth that the 'nard really is |
| As a safe and always festive beach community for ALL cultures. |
| As the gateway to the Channel Islands, the Los Padres National Forest, the Santa Monica Mountains National Recreation Area and the Ormond Beach wetlands. |
| Athletic |
| Awesome location for our sports teams to thrive |
| Baseball fields and beach parks - clean bathrooms |
| BBQ |
| Beach Community |
| Beach is like Santa Monica |
| Beaches |
| Beaches - parks w/ ammenities |
| Beaches and channel islands (harbor area) |
| Beaches and parks |
| Beaches and Parks |
| Beaches and parks. Plus the nice Collection" |
| Beaches, Parks, Restaurants, Walk trails |
| Beaches/Harbor |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| Beatiful place to visit with a lot of things to do. |
| Beautiful beaches |
| Beautiful beaches, great quality of living, and agriculture. |
| beautiful beaches, schools are close from homes, parks, close drive to work, stores |
| Beautiful beaches. |
| Beautiful city |
| Beautiful environment and strong community |
| Beautiful family parks and safety. |
| Beautiful harbor shopping and eating. |
| Beautiful Organic Farms |
| Beautiful parks |
| Beautiful parks - mix use - botanical gardens & sports |
| Beautiful parks and beaches. |
| Beautiful parks and grass areas/ agriculture |
| Beautiful parks, lots of trees |
| Beautiful place! |
| Beautiful scenery |
| Beautiful spaces for all. |
| Beautiful walk/ bike trails to the Ocean. |
| Beautifully well maintained parks |
| Being a beautiful and diverse coastal city |
| Being a great place for families to ride bikes together. |
| Being a safe place for families and a clean city |
| Being friendly and inviting |
| Being Green and Clean |
| Being small! |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| Best parks in Ventura County |
| Best urban/ central parks of So. Cal. |
| Better after school programs for youth. There is a big population of young people in this city and alot those young people come home after school to a home where both parents work |
| Better soccer fields because they are in very bad shape and need more lighting |
| Beuatiful city. Parks, beaches and great friendly people. |
| Bicycle friendly |
| Bringing residents outdoors, green spaces |
| C to be clean |
| Calidad de vida, cuidad segura, suficientes parques |
| Children matter and lets keep Children out of trouble with sports. |
| City by the beach |
| City with beautiful recreational parks. |
| Clean |
| Clean and green parks |
| Clean and safe city |
| Clean and safe city. |
| Clean beaches |
| Clean Beaches |
| Clean beaches - hospitality - security |
| Clean city |
| Clean City / grat food / more entertainment / local business |
| Clean city/ Good parks |
| Clean lighted parks for youth sports |
| Clean neighborhoods, environmental stewardship, planning for environmental and economic security. |
| clean parks plus the use of open space. no more housing |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| Clean parks were youth as well as adults enjoy them to the fullest.. |
| Clean streets and nice roads |
| clean streetscapes |
| Clean, friendly, athletic and beautiful |
| Clean, safe and beautiful city on the beach! |
| Clean, safe public spaces. |
| cleanliness |
| Cleanliness |
| Cleansing! Enforce all old ordinance, parking!!!!! Noise ordinance enforcement! Illegal dumping behind apartments is atrocious!!!! |
| close community parks,nearby schools |
| Communists y familias |
| Community |
| Community - Fellowship |
| Community and the place that people would love to live |
| Community engagement |
| Community/ City involvement with the youth of today's generation. |
| Competitive sports teams |
| Connecting bike lanes for easier commute |
| Create better sports and education |
| Culture |
| Destination and diversity |
| diverse |
| Diverse culture, engaging city programs that activate downtown and parks, |
| Diversity |
| Diversity and inclusivity |
| Diversity, cleanliness, family friendly |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| ecology |
| Educating kids |
| Embracing communities of color and making them feel welcome in public spaces. |
| Environmental awareness |
| Environmental care and integrity |
| Environmental Stewardship |
| Environmental Sustainability |
| Es una are tranquila |
| Family friendly |
| Family friendly areas |
| Family oriented activities. Presently we have to drive out of town to go to ant theme park. Improvements to our public parks especially in the south end of town |
| Family oriented and safe city |
| Family recreation - a vacation site |
| Field workers |
| For a clean city |
| For a culture of community gardening |
| For being a nice clean environment |
| For it's beautiful agricultural fields. |
| For it's safe and clean atmosphere with an array of activities for our teens so they can stay motivated, safe and out of harms way . |
| For its beautiful beaches |
| For its beauty and beautiful parks |
| For its valuing natural open spaces/ no more housing on our coastline, i.e. north of 5th St. on Harbor Blvd. |
| For more recreational fields |
| For one of the best sports complex in Ventura county |
| FOR OUR LOCAL FIELDS, HOWEVER THOSE SEEM TO BE DISAPPEARING. MORE HOUSING GOING UP NOT THAT WE NEED MORE EITHER. |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| For soccer parks! |
| For the clean parks and beaches |
| For the diverse culture |
| For the parks and demographics |
| For the parks to be better taken care of |
| For their parks and their beaches |
| For their recreational areas. |
| For your security, cleanness and hardworking people |
| Friendliness and natura |
| Friendly community |
| Friendly parks with lights for sports & our Youth |
| Friendly, Safe place for families |
| Gdmsman |
| Giving back to the community |
| Good community that is family friendly and has lots to offer. |
| Good environment for kids and good quality sports |
| Good family atmosphere |
| Great beaches, parks, and out own soccer clubs |
| Great beaches! |
| Great location. Great weather for outdoor lifestyle |
| Great people |
| Great place to live. Quality of life. |
| Great Places to spend time at |
| Great soccer fields with lights. |
| Great soccer fields with lights. We need to keep our kids busy with activities. |
| Great walking, biking and transit options so you can get around without a car.... Promote healthy lifestyle! |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| Great, safe beach town. |
| having a safe place for the community kids to get out of their houses and play outside |
| Having a wetland on the West Coast |
| Having beautiful trails and nature |
| Having nice and clean park facilities . |
| Healthy, happy residents who incorporate exercise into their daily lives. |
| Hispanic Food, beaches, and agriculture |
| Homeless free, no shady stuff happening |
| How accessible and inclusive all the parks and free activities are children and adults with physical disabilities e.g. wheelchairs, walkers, crutches ect. |
| How clean it's maintained. |
| How the city works for the community and the city's beautiful scenery (parks,beaches,etc.) |
| I like that Oxnard is known for its beautiful fields, and its amazing farmworkers. |
| I think Oxnard should be recognized for the diversity and culture that is extremely prevalent throughout. |
| I want it to be known as a safe place and clean |
| I want Oxnard to be a safer city. The easiest and most effective way to accomplish that is to get kids off of the streets. Our city officials claim they want kids off the streets but have done close to nothing to change the situation. We need more parks, we need the parks to be maintained well, and we need lights in the parks or atleast permission to use lights in those parks. There is a massive Hispanic population in Oxnard and we have minimal quality facilities for soccer players even though it is by far the most popular sport in the city. All our neighboring cities which are primarily Caucasian or atleast have significantly smaller Hispanic community have several sports complexes with lighting. We have one, and it's closed during the winter when the lights are needed. How does that work? This forces coaches to "illegally" set up their own lighting in public parks. I train well over 200 kids from Oxnard and every winter I get run out of parks because I use my own lights. I tried going through the city to reserve and they make it close to impossible to do anything legally. The cops that run me out use "crime prevention" as an excuse. Really? Is that what it's for? Myself and my team of coaches are preventing crime by keeping these kids on a soccer field instead of the streets. So by running me out of the park...you essentially put 200 kids back on the streets. The reasoning makes zero sense. Get them on the field as much as possible. That's what our "safer" neighboring cities are doing. Don't think that's a coincidence. Maybe we should follow their example. Beyond making our city safer, having more soccer complexes will bring more revenue to the city from large soccer tournaments which brings thousand of people to Oxnard on any given weekend. Let the kids play and watch the city change. |
| I would like Oxnard to be know for the hard working people but also for most of the places that look nice. |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| I would like Oxnard to be known as a beautiful beach town with great public parks, access, community amenities, and affordability. |
| I would like oxnard to be known for access to acitivities for children including sports and art. |
| I would like oxnard to be known for being a nice community and a clean environment |
| i would like oxnard to be known for its diversity. |
| I'd like for Oxnard to be known to be the same anywhere they go, whether it may be visiting a South Oxnard park or a North Oxnard park. A beautiful Oxnard! |
| It should be known fron the Oxnard plaza, make it better more family friendly with a park with fence around the games and should really add some shade on top of the slide ect game that would help with the hot sun and would help with tge games lasting more from the harsh environment. .. Clean up the are late a lot of homeless people are around the area.. Guide them a better place for them. |
| It's a beautiful City with wonderful weather. |
| It's beaches. |
| It's cultural diversity |
| It's culture |
| It's Diversity |
| It's friendliness |
| It's Home Town feel. Close knit Community |
| It's nice weather and soccer |
| It's positive ambience and contribution back to nature. |
| It's smart planning for community spaces. I sent this comment to Tim Flynn, Mayor, back in April 2018 -- in response to a Council agenda item: Re: 4/10, Tues. Council Mtg. Item: Ordinances Reauthorizing "PEG" Fees on State Video Service Franchises. Subj: Capital Improvement Please consider partnering not only with the School District but also with the Library and possibly the Service Center with a vision to eventually replace the City Hall parking lot with an outdoor public meeting space for Council meeting overflow and forums, etc.. with access to "PEG" technology. This may bring fees from organizations using the space and from concessions. Available is the 3rd St. parking structure for employees and guests. The fact is the Oxnard Library needs a boost; according to the 2017 State of the Region Report, "â€¦library spending in most of the county falls far short of the statewide averageâ€¦.Ventura Co. ranged from 21.53 per person in Oxnard to 47.70 in Camarilloâ€¦Thousand Oaks spent 58.45 per resident." I believe an inviting capital improvement as such would be an asset to the City's image and contribute to the revitalization of downtown Oxnard. .... I previously, filled in the rest of this survey, i.e., Guiding Mst Plan for Parks and Rec. that is about community spaces, therefore the comment above is another option. Best for Oxnard, Irene R. |
| It's well lit soccer fields |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| Its beautiful, trash free parks and well lit locations, open and available for everyone to enjoy. It would be great to see more flowers and colors.Murals would be amazing. |
| Its care for roads, parks and beach and good schools |
| Its environmental health |
| its strong cultural diversity and agricultural community. Also its small town appeal. I would like the low socioeconomic stigma to go away and the city no longer seen as a dumping ground for other city's issues homelessness in particular. |
| Keep the old feel |
| La Gloria ice cream |
| Less crime |
| Less gang activity |
| Looking after our own. Create safe places for families to have fun outdoors. Children need parks and facilities to play and flourish. |
| Los parques |
| Lots if green space!  Feilds of produce, orchards of citrus,  and parks full of trees and grass with walking, bike and dog paths. |
| Making residents fully aware of the opportunities Oxnard offers from after school programs to trade workshops. |
| Me gustarÃ-a que se conociera Oxnard como la ciudad que apoya a niÃ±os y jÃ³venes a hacer deportes. |
| MORE Green |
| More lighted Athletic Area (Soccer) |
| More like engaging with one another |
| Multicultural. |
| Need a wildlife preserve! More hiking trails. Better connection with nature. Env. Programs |
| Nice beaches and parks |
| Nice clean beaches and all the fresh produce; strawberry, raspberry. |
| Nice Parks |
| Nice parks, kid friendly and having a nice sports complex with lights that kids can use to practice when it gets dark early. |
| Nice streets Cleanliness Tourist places Events |
| Nicely paved streets. |
| No gangs. |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| No mucha poblacion y ligations bonito. |
| Nobel Peace Prize Winners and having the most beautiful diversity. Known for education. |
| Not it's crime and gangs and that is what we are known for. |
| Not judge individuals inspect apartment complex mold etcetc |
| Not sure |
| One of the gateways to the beaches. Or The Collection/Wagon Wheel. |
| Open spaces |
| Ormond Beach preserve and beautiful city |
| Our beautiful and diverse community and beaches. |
| Our beautiful beaches. |
| Our beautiful coastline especially the Ormond Wetlands Preserve |
| Our culture |
| Our strawberry festivals, salsa festival, and our nearby beaches.. |
| Oxnard tiene demasiadas cosas hermosas  En lo personal, por su fÃºtbol |
| Parks and Beaches clean |
| Parks and Entertainment for the kids |
| Parks that are more inclusive than just soccer fields. |
| Parks with better lighting |
| peace, safety and love of nature |
| Plantar mÃ¡s Ã¡rboles |
| Por el deporte |
| Por el deporte actualmente hay muchos equipos de fÃºtbol soccer de niÃ±os quiero que se conozca por apoyar alos niÃ±os en el soccer que hay gran demanda |
| Por el deporte de fÃºtbol. |
| Por el talento de fÃºtbol que hay por toda la cuidad. |
| Por las playas |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| Por los buenos jugadores de soccer. |
| Por los festivales |
| Por los parkes |
| Por los parques y sus playas |
| Por sus playas y porques |
| Por tener jÃ³venes y niÃ±os deportistas y ocupados en actividades al aire libre |
| Positive and inclusive environment for families. |
| Professional athletes |
| Providing a wide variety of low cost recreational services to a community that is made up of middle to lower income folks. |
| Quality of Life. Safe streets and parks. Family time. Safe bicycle lanes and police inforcement of drivers in cars who are a danger to cyclist. |
| Que fuera ordenada, limpia y con buenas escuelas. |
| Recognized for their parks |
| Recreation activities, youth class/sports, festivals |
| Recreational opportunities for its citizens, that meets their interests. Soccer, surfing, sailing. |
| safe |
| Safe |
| Safe and beautiful parks and beaches. |
| Safe and Clean City |
| safe and clean parks |
| Safe and family friendly |
| Safe city to live |
| Safe clean recreational and family hangout spots. |
| Safe community |
| Safe Lifeguarded Beaches |
| Safe neighborhoods |
| Safe parks |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| Safe place |
| Safe place to raise a family |
| Safe place to raise my family |
| Safe, clean, parks, streets and beaches. |
| Safe, dog-friendly parks with classes and rescue events |
| Safety |
| Safety - good restaurants - a good place to vacation |
| Safety and clean and fix streets |
| Safety and cleaness |
| Safety and cleanliness |
| safety/ affordable housing |
| Soccer |
| Soccer and home to "America's Team" training facility |
| Soccer complex |
| Soccer Fields |
| Soccer Talent |
| Social justice |
| Sports |
| Sports fields in a safe and family friendly environment |
| Strawberries |
| Successful, opportunity |
| Sunset Little League Baseball |
| Superior Soccer Community |
| sus campos de futbol |
| Sustainable/environmentally conscious growth |
| Talent |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| That it is a safe town to visit. |
| That it was life |
| That it's a nearby City to visit |
| Thatbitbis a beautiful place to live |
| the beach |
| The beach the people and a community that can come together helping one another |
| The beautiful place with beautiful people |
| The beauty of the city and the people |
| The City with a great involvement in the youth within their Community. The Home of the Student Athlete |
| The climate |
| The coast - beaches, harbor, etc. |
| The diversity in people. |
| The diversity Oxnard brings to the table. |
| The family vibes. |
| The Great Family/ Sports Parks |
| The Green City by the Sea |
| The one thing that I would Oxnard to be known for is the clean environment. |
| The parks |
| The people |
| The people, the culture, the beaches and our hospitality!! |
| The weather |
| Their beautiful parks |
| They have bathrooms and lights |
| They're amazing soccer fields. How the city helps their youth stay active and healthy by providing great parks to practice and play soccer games. |
| Things to do (beaches, shopping, restaurants) in a city that isn't LA but is also a close drive from LA, SB, Malibu, etc |

| What is the one thing you would most like Oxnard to be known for? |
|---|
| Thriving community |
| To be known for having the best nature |
| To have a botanical and community garden |
| To maintain a clean and safe city |
| Tourism (festivals & beaches.) |
| Tourist spot because of the beaches |
| Traffic / Potholes |
| United communities, safe environment where families can grow and be proud of belonging to. |
| Upscale beach community. |
| Vibrant downtown... with shops and activities you can walk to, fun bars and restaurants to visit, and public spaces that are comfortable to hang out in (i.e., plazas and parks). |
| Waterside recreation |
| We are a family driven community |
| We live next to the beach Sunset at the Beach |
| We need fields with lightws for sports! Soccer! |
| Weather , palm trees , beaches and hard working community |
| Well first of all its a wonderful place but i love the beaches |
| Well landscaped and maintained city and associated facilities. Parks, grounds and meadians are not well maintained if at all |
| Well maintained city, nice beach |
| Well maintained parks and beaches. |
| Well maintained parks, clean restrooms, great softball complex |
| Well manicured streets and appearance of the city |
| Wildlife less policing more trees (fruit)(vegetable) |
| XX? Lights in the all the parks!! |
| Youth sports. Oxnard is a beautiful area. Yet parks are overseen. Let's throw some money into parks. Make or parks safe. Lighting is crucial. |

Table 158: Question #2 with don't know responses

| How much do you agree or disagree with each of the following statements about Oxnard's parks? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 5% | N=20 | 36% | N=150 | 31% | N=129 | 27% | N=113 | 1% | N=3 | 100% | N=415 |
| I am satisfied with the programs/activities the City offers in the parks | 5% | N=20 | 29% | N=119 | 31% | N=129 | 29% | N=119 | 7% | N=28 | 100% | N=415 |
| Parks are equitably distributed within the city | 12% | N=51 | 31% | N=127 | 27% | N=113 | 25% | N=105 | 4% | N=16 | 100% | N=412 |
| I feel welcome at the parks | 15% | N=61 | 42% | N=173 | 28% | N=118 | 14% | N=57 | 1% | N=6 | 100% | N=415 |
| The parks are safe and pleasant | 6% | N=23 | 31% | N=129 | 38% | N=156 | 25% | N=102 | 1% | N=5 | 100% | N=415 |

Table 159: Question #2 without don't know responses

| How much do you agree or disagree with each of the following statements about Oxnard's parks? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 5% | N=20 | 36% | N=150 | 31% | N=129 | 27% | N=113 | 100% | N=412 |
| I am satisfied with the programs/activities the City offers in the parks | 5% | N=20 | 31% | N=119 | 33% | N=129 | 31% | N=119 | 100% | N=387 |
| Parks are equitably distributed within the city | 13% | N=51 | 32% | N=127 | 29% | N=113 | 27% | N=105 | 100% | N=396 |
| I feel welcome at the parks | 15% | N=61 | 42% | N=173 | 29% | N=118 | 14% | N=57 | 100% | N=409 |
| The parks are safe and pleasant | 6% | N=23 | 31% | N=129 | 38% | N=156 | 25% | N=102 | 100% | N=410 |

Table 160: Question #3 with "not sure" response

| During the past year, on average, how often did you visit the beach in Oxnard? | Percent | Number |
|---|---|---|
| Never | 7% | N=26 |
| Less than once per week | 50% | N=197 |
| 1 times per week | 19% | N=73 |
| 2-4 times per week | 14% | N=55 |
| 4+ times per week | 7% | N=29 |
| Not sure | 3% | N=11 |
| Total | 100% | N=391 |

Table 161: Question #3 without "not sure" response

| During the past year, on average, how often did you visit the beach in Oxnard? | Percent | Number |
|---|---|---|
| Never | 7% | N=26 |
| Less than once per week | 52% | N=197 |
| 1 times per week | 19% | N=73 |
| 2-4 times per week | 14% | N=55 |
| 4+ times per week | 8% | N=29 |
| Total | 100% | N=380 |

Table 162: Question #4

| What are some reasons you or other members of your household don't visit Oxnard's beach more often? Please CHECK ALL the reasons that apply. | Percent | Number |
|---|---|---|
| Didn't know it was open to the public | 3% | N=3 |
| I/we don't feel welcome there | 5% | N=5 |
| It is not easy to get to it | 8% | N=8 |
| There is no lifeguard | 30% | N=32 |
| None, I/we use it often | 18% | N=19 |
| Don't like having the power plant near beach | 25% | N=26 |
| It is too hard to park | 24% | N=25 |
| The beach is not well-maintained | 30% | N=31 |
| The beach is crowded | 7% | N=7 |
| Other (specify)* | 30% | N=32 |

*Total may exceed 100% as respondents could check more than one answers.*
**These other responses are found in the table below*

Table 163: Question #4 other responses

| "Other" reasons for not visiting beach more often |
|---|
| Always get tar on our feet |
| beaches are empty! |
| competing time priorities |
| concerned about security |
| design of roadways to beaches little safety at bike lanes to beaches |
| Didn't make plans to go |
| dogs aren't allowed at some beaches |
| Dogs not allowed on any part of beach. Too costly to park. |
| Don't like the ocean |
| Don't use it much |
| Don't visit them in the afternoon/ evenings due to too many transients |
| El agua esta muy fria |
| far drive 20+ min. |
| glass/ trash/ dirty water |
| Hard to walk on path after a wind storm with all of the sand on the path |
| Have to drive through all of downtown Oxnard to arrive at the beach and the congestion makes it easier to go to Ventura beaches |
| Hay mucha gente |
| Homeless came out of the rocks/dunes |
| Homeless hanging in there it was it look less attractive for citizens to go to the beach. |
| I don't know |
| It needs playground or other attractive equipment like work out equipment |
| It's boring |
| Its cold |
| La agua es fria |
| Lack of boardwalks |

| "Other" reasons for not visiting beach more often |
|---|
| Lack of public safety |
| lack of time |
| lack of time and adult care duties. Look forward to spending more time at break in future |
| Le clima, agua frÃ-a |
| limited parking/access |
| Live on northside, takes too long to get there due to traffic |
| loose dogs |
| More guarded beach times would be great but we still visit often |
| Muchos homeless |
| N/A |
| Need more public restrooms for visitors |
| Need more shops or places to eat |
| Need something interesting to do or eat |
| Need to be warm. Water is cold |
| Needs more benches or a basketball court volleyball court |
| Needs to be more open and well cleaned |
| No attractions. No food on the beach. |
| No bathroom |
| No free parking |
| No hay muchos espacios para convevir y no hay muchos espacios con otras actividades. |
| No hay seguridad |
| No kights? (No kites?) No rights? No fights? |
| No time |
| No time; competing activities |
| noise, dogs attack off leash |
| Not a beach goer that much |

| "Other" reasons for not visiting beach more often |
|---|
| Not a big beach goer |
| Not a good beach |
| Not a huge fan of beaches |
| Not advertised enough |
| not always able to |
| Not clean |
| Not dog friendly for the most part |
| Not enough lighting |
| not enough time |
| Not enough trash bins and restrooms |
| Not safe |
| Not that interested |
| Nothing to do there. Other t hgv an walk on sand but no playgrounds at all beaches |
| numerous homeless individuals |
| Oil, tar, and trash on beaches |
| Only go in the summertime when it's warmer |
| parking |
| pay parking |
| Proximity to home |
| Restroom need improvement |
| safety |
| Safety |
| Seem to be roamed by homeless/drug addicts |
| Several Homeless people |
| Simply I'm afraid of the water |
| Some are taken over by homeless. Need more parks @ beach areas. |

| "Other" reasons for not visiting beach more often |
|---|
| sometimes the sand is dirty |
| steep drop off, water is rougher than VTA, Carp |
| The beach needs an upgrade |
| the restrooms are not clean |
| There are a lot of vagrants drug use |
| There are no restaurants or amenities in Oxnard beaches. |
| there are not enough restroom |
| There is no parking and there needs to be public transportation or safe bike lanes to reach beach. |
| There's not that much going on at the beaches. Would like restaurants and more recreation there. |
| There's Round-up being sprayed |
| Time |
| Time to get there. |
| To cold most of the time! |
| Too busy |
| Too busy, but definitely visit during Summer months. |
| Too cold. |
| Too many homeless and undesirable people make me feel unsafe. |
| Visitors to the beach do not pick up after themselves or their pets |
| We are not beach goers |
| We have a child in a wheelchair and sand isn't exactly ideal for the wheels. |
| Weather |
| Wind - have allergies |
| Winter cold |
| Working |

Table 164: Question #5 with don't know responses

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? | Essential | | Very important | | Somewhat important | | Not at all important | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 51% | N=197 | 33% | N=126 | 14% | N=55 | 1% | N=5 | 0% | N=1 | 100% | N=384 |
| Contribute to the identity of Oxnard | 55% | N=211 | 34% | N=130 | 10% | N=38 | 1% | N=4 | 0% | N=0 | 100% | N=383 |
| Be a place to enjoy nature, including plants, animals and birds | 60% | N=231 | 30% | N=116 | 8% | N=30 | 2% | N=9 | 0% | N=0 | 100% | N=386 |
| Be a place to swim | 38% | N=145 | 33% | N=127 | 24% | N=92 | 5% | N=19 | 0% | N=1 | 100% | N=384 |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 50% | N=194 | 31% | N=121 | 14% | N=52 | 5% | N=18 | 0% | N=0 | 100% | N=385 |

Table 165: Question #5 without don't know responses

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? | Essential | | Very important | | Somewhat important | | Not at all important | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 51% | N=197 | 33% | N=126 | 14% | N=55 | 1% | N=5 | 100% | N=383 |
| Contribute to the identity of Oxnard | 55% | N=211 | 34% | N=130 | 10% | N=38 | 1% | N=4 | 100% | N=383 |
| Be a place to enjoy nature, including plants, animals and birds | 60% | N=231 | 30% | N=116 | 8% | N=30 | 2% | N=9 | 100% | N=386 |
| Be a place to swim | 38% | N=145 | 33% | N=127 | 24% | N=92 | 5% | N=19 | 100% | N=383 |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 50% | N=194 | 31% | N=121 | 14% | N=52 | 5% | N=18 | 100% | N=385 |

Table 166: Question #6 with "not sure" response

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Percent | Number |
|---|---|---|
| Never | 3% | N=11 |
| Less than once per week | 28% | N=107 |
| 1 time per week | 18% | N=67 |
| 2-4 times per week | 25% | N=94 |
| 4+ times per week | 24% | N=91 |
| Not sure | 2% | N=7 |
| Total | 100% | N=377 |

Table 167: Question #6 without "not sure" response

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Percent | Number |
|---|---|---|
| Never | 3% | N=11 |
| Less than once per week | 29% | N=107 |
| 1 time per week | 18% | N=67 |
| 2-4 times per week | 25% | N=94 |
| 4+ times per week | 25% | N=91 |
| Total | 100% | N=370 |

Table 168: Question #7 with don't know responses

| How much do you agree or disagree with each of the following statements about Oxnard city parks? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| They are hard to get to | 5% | N=17 | 24% | N=90 | 31% | N=116 | 39% | N=146 | 1% | N=3 | 100% | N=372 |
| Lack of restrooms is a problem | 42% | N=157 | 34% | N=125 | 14% | N=52 | 7% | N=27 | 3% | N=11 | 100% | N=372 |
| Lack of amenities, like trash bins and benches, is a problem | 26% | N=100 | 40% | N=152 | 21% | N=80 | 10% | N=39 | 2% | N=7 | 100% | N=378 |
| Lack of lighting is a problem | 53% | N=199 | 30% | N=113 | 8% | N=30 | 6% | N=22 | 3% | N=10 | 100% | N=374 |
| I am concerned about personal safety when visiting parks | 36% | N=138 | 35% | N=132 | 19% | N=72 | 9% | N=35 | 1% | N=3 | 100% | N=380 |
| The parks are overcrowded | 15% | N=56 | 23% | N=88 | 36% | N=136 | 21% | N=80 | 5% | N=19 | 100% | N=379 |

Table 169: Question #7 without don't know responses

| How much do you agree or disagree with each of the following statements about Oxnard city parks? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| They are hard to get to | 5% | N=17 | 24% | N=90 | 31% | N=116 | 40% | N=146 | 100% | N=369 |
| Lack of restrooms is a problem | 43% | N=157 | 35% | N=125 | 14% | N=52 | 7% | N=27 | 100% | N=361 |
| Lack of amenities, like trash bins and benches, is a problem | 27% | N=100 | 41% | N=152 | 22% | N=80 | 11% | N=39 | 100% | N=371 |
| Lack of lighting is a problem | 55% | N=199 | 31% | N=113 | 8% | N=30 | 6% | N=22 | 100% | N=364 |
| I am concerned about personal safety when visiting parks | 37% | N=138 | 35% | N=132 | 19% | N=72 | 9% | N=35 | 100% | N=377 |
| The parks are overcrowded | 16% | N=56 | 24% | N=88 | 38% | N=136 | 22% | N=80 | 100% | N=360 |

Table 170: Question #8 with don't know responses

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. | Essential | | Very important | | Somewhat important | | Not at all important | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| "Green spaces" within the city | 56% | N=214 | 32% | N=120 | 9% | N=33 | 2% | N=8 | 1% | N=4 | 100% | N=379 |
| Places for rest and relaxation | 48% | N=183 | 37% | N=142 | 12% | N=45 | 3% | N=12 | 0% | N=0 | 100% | N=382 |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 54% | N=205 | 26% | N=98 | 15% | N=58 | 5% | N=19 | 0% | N=0 | 100% | N=380 |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 55% | N=210 | 30% | N=114 | 12% | N=47 | 2% | N=8 | 0% | N=0 | 100% | N=379 |
| Court sports (e.g., tennis, basketball) | 37% | N=139 | 29% | N=108 | 28% | N=105 | 6% | N=23 | 1% | N=2 | 100% | N=377 |
| Family and group gathering places | 53% | N=201 | 37% | N=141 | 9% | N=35 | 1% | N=3 | 0% | N=0 | 100% | N=380 |
| Playground equipment | 52% | N=198 | 37% | N=142 | 8% | N=31 | 2% | N=9 | 0% | N=1 | 100% | N=381 |
| Places to walk or jog | 58% | N=219 | 32% | N=123 | 9% | N=36 | 1% | N=2 | 0% | N=0 | 100% | N=380 |
| Places for nature or wildlife | 49% | N=186 | 32% | N=123 | 15% | N=57 | 4% | N=16 | 0% | N=0 | 100% | N=382 |

Table 171: Question #8 without don't know responses

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. | Essential | | Very important | | Somewhat important | | Not at all important | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| "Green spaces" within the city | 57% | N=214 | 32% | N=120 | 9% | N=33 | 2% | N=8 | 100% | N=375 |
| Places for rest and relaxation | 48% | N=183 | 37% | N=142 | 12% | N=45 | 3% | N=12 | 100% | N=382 |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 54% | N=205 | 26% | N=98 | 15% | N=58 | 5% | N=19 | 100% | N=380 |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 55% | N=210 | 30% | N=114 | 12% | N=47 | 2% | N=8 | 100% | N=379 |
| Court sports (e.g., tennis, basketball) | 37% | N=139 | 29% | N=108 | 28% | N=105 | 6% | N=23 | 100% | N=375 |
| Family and group gathering places | 53% | N=201 | 37% | N=141 | 9% | N=35 | 1% | N=3 | 100% | N=380 |
| Playground equipment | 52% | N=198 | 37% | N=142 | 8% | N=31 | 2% | N=9 | 100% | N=380 |
| Places to walk or jog | 58% | N=219 | 32% | N=123 | 9% | N=36 | 1% | N=2 | 100% | N=380 |
| Places for nature or wildlife | 49% | N=186 | 32% | N=123 | 15% | N=57 | 4% | N=16 | 100% | N=382 |

Table 172: Question #9 with don't know responses

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. | Far too many | | Too many | | About right | | Too few | | Far too few | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Playgrounds | 1% | N=3 | 3% | N=11 | 43% | N=157 | 39% | N=143 | 10% | N=38 | 4% | N=15 | 100% | N=367 |
| Community gardens | 1% | N=3 | 2% | N=7 | 16% | N=58 | 36% | N=134 | 40% | N=147 | 5% | N=20 | 100% | N=369 |
| Park trails and paths for walking/running/biking | 1% | N=2 | 1% | N=2 | 17% | N=64 | 44% | N=161 | 36% | N=134 | 1% | N=5 | 100% | N=368 |
| Places for off-leash dogs to play or exercise | 3% | N=12 | 3% | N=11 | 22% | N=80 | 37% | N=136 | 25% | N=91 | 9% | N=34 | 100% | N=364 |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 2% | N=7 | 2% | N=8 | 32% | N=117 | 36% | N=131 | 21% | N=76 | 7% | N=24 | 100% | N=363 |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 4% | N=13 | 2% | N=7 | 27% | N=100 | 27% | N=98 | 35% | N=130 | 5% | N=20 | 100% | N=368 |
| Outdoor softball and baseball fields | 5% | N=17 | 5% | N=18 | 36% | N=131 | 30% | N=109 | 16% | N=60 | 8% | N=29 | 100% | N=364 |
| Places for picnicking | 1% | N=4 | 1% | N=5 | 39% | N=143 | 42% | N=153 | 14% | N=52 | 2% | N=8 | 100% | N=365 |
| Places for group gatherings (barbecues, birthday parties) | 1% | N=4 | 2% | N=6 | 37% | N=136 | 46% | N=169 | 12% | N=44 | 3% | N=10 | 100% | N=369 |
| Places for special events (e.g., festivals, concerts, running races) | 1% | N=4 | 2% | N=6 | 25% | N=91 | 46% | N=170 | 20% | N=75 | 6% | N=21 | 100% | N=367 |
| Open space and natural areas | 2% | N=6 | 1% | N=2 | 21% | N=79 | 42% | N=153 | 33% | N=122 | 2% | N=6 | 100% | N=368 |
| Indoor recreation and sports centers | 1% | N=4 | 1% | N=3 | 12% | N=43 | 38% | N=138 | 40% | N=146 | 9% | N=33 | 100% | N=367 |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 1% | N=2 | 0% | N=1 | 7% | N=25 | 31% | N=115 | 56% | N=204 | 5% | N=20 | 100% | N=367 |
| Swimming pools | 1% | N=2 | 1% | N=2 | 16% | N=60 | 42% | N=153 | 32% | N=119 | 8% | N=31 | 100% | N=367 |
| Environmental education facilities | 1% | N=5 | 1% | N=4 | 12% | N=43 | 35% | N=127 | 39% | N=144 | 12% | N=44 | 100% | N=367 |

Table 173: Question #9 without don't know responses

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. | Far too many | | Too many | | About right | | Too few | | Far too few | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Playgrounds | 1% | N=3 | 3% | N=11 | 45% | N=157 | 41% | N=143 | 11% | N=38 | 100% | N=352 |
| Community gardens | 1% | N=3 | 2% | N=7 | 17% | N=58 | 38% | N=134 | 42% | N=147 | 100% | N=349 |
| Park trails and paths for walking/running/biking | 1% | N=2 | 1% | N=2 | 18% | N=64 | 44% | N=161 | 37% | N=134 | 100% | N=363 |
| Places for off-leash dogs to play or exercise | 4% | N=12 | 3% | N=11 | 24% | N=80 | 41% | N=136 | 28% | N=91 | 100% | N=330 |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 2% | N=7 | 2% | N=8 | 35% | N=117 | 39% | N=131 | 22% | N=76 | 100% | N=339 |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 4% | N=13 | 2% | N=7 | 29% | N=100 | 28% | N=98 | 37% | N=130 | 100% | N=348 |
| Outdoor softball and baseball fields | 5% | N=17 | 5% | N=18 | 39% | N=131 | 33% | N=109 | 18% | N=60 | 100% | N=335 |
| Places for picnicking | 1% | N=4 | 1% | N=5 | 40% | N=143 | 43% | N=153 | 15% | N=52 | 100% | N=357 |
| Places for group gatherings (barbecues, birthday parties) | 1% | N=4 | 2% | N=6 | 38% | N=136 | 47% | N=169 | 12% | N=44 | 100% | N=359 |
| Places for special events (e.g., festivals, concerts, running races) | 1% | N=4 | 2% | N=6 | 26% | N=91 | 49% | N=170 | 22% | N=75 | 100% | N=346 |
| Open space and natural areas | 2% | N=6 | 1% | N=2 | 22% | N=79 | 42% | N=153 | 34% | N=122 | 100% | N=362 |
| Indoor recreation and sports centers | 1% | N=4 | 1% | N=3 | 13% | N=43 | 41% | N=138 | 44% | N=146 | 100% | N=334 |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 1% | N=2 | 0% | N=1 | 7% | N=25 | 33% | N=115 | 59% | N=204 | 100% | N=347 |
| Swimming pools | 1% | N=2 | 1% | N=2 | 18% | N=60 | 46% | N=153 | 35% | N=119 | 100% | N=336 |
| Environmental education facilities | 2% | N=5 | 1% | N=4 | 13% | N=43 | 39% | N=127 | 45% | N=144 | 100% | N=323 |

Table 174: Question #10

| Park space should be devoted . . . | Percent | Number |
|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 42% | N=153 |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 58% | N=209 |
| Total | 100% | N=362 |

Table 175: Question #11

| New park spaces should . . . | Percent | Number |
|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 43% | N=155 |
| provide other passive and active recreation opportunities that cannot be found at other parks | 57% | N=203 |
| Total | 100% | N=358 |

Table 176: Question #12

| Which choice should the City make to stay within their budget? They should . . . | Percent | Number |
|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 62% | N=207 |
| eliminate some programs and facilities | 38% | N=129 |
| Total | 100% | N=336 |

Table 177: Question #13

| Restrooms should be . . . | Percent | Number |
|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 67% | N=244 |
| placed only in the most popular parks | 33% | N=119 |
| Total | 100% | N=363 |

Table 178: Question #14

| Lighting of courts (basketball and tennis) at night should be . . . | Percent | Number |
|---|---|---|
| in all parks | 68% | N=245 |
| only in the most used parks | 32% | N=117 |
| Total | 100% | N=362 |

Table 179: Question #15

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Percent | Number |
|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 19% | N=67 |
| Work first on the existing parks that need the most taking care of and investment | 62% | N=220 |
| Work first on the existing parks that are used the most | 19% | N=69 |
| Total | 100% | N=356 |

Table 180: Question #16

| How much would you support or oppose creating a bike and walking path along the river? | Percent | Number |
|---|---|---|
| Strongly support | 61% | N=214 |
| Somewhat support | 25% | N=89 |
| Somewhat oppose | 6% | N=20 |
| Strongly oppose | 8% | N=29 |
| Total | 100% | N=352 |

Table 181: Question #17 with don't know responses

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Don't know | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 21% | N=73 | 37% | N=130 | 21% | N=73 | 20% | N=71 | 2% | N=6 | 100% | N=353 |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 26% | N=91 | 40% | N=142 | 19% | N=68 | 13% | N=45 | 3% | N=10 | 100% | N=356 |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 60% | N=213 | 29% | N=103 | 6% | N=20 | 3% | N=10 | 2% | N=7 | 100% | N=353 |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 21% | N=75 | 26% | N=92 | 21% | N=75 | 28% | N=101 | 4% | N=13 | 100% | N=356 |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 30% | N=107 | 24% | N=84 | 22% | N=77 | 22% | N=77 | 3% | N=10 | 100% | N=355 |

Table 182: Question #17 without don't know responses

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? | Strongly agree | | Somewhat agree | | Somewhat disagree | | Strongly disagree | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 21% | N=73 | 37% | N=130 | 21% | N=73 | 20% | N=71 | 100% | N=347 |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 26% | N=91 | 41% | N=142 | 20% | N=68 | 13% | N=45 | 100% | N=346 |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 62% | N=213 | 30% | N=103 | 6% | N=20 | 3% | N=10 | 100% | N=346 |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 22% | N=75 | 27% | N=92 | 22% | N=75 | 29% | N=101 | 100% | N=343 |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 31% | N=107 | 24% | N=84 | 22% | N=77 | 22% | N=77 | 100% | N=345 |

Table 183: Question #18

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| -Don't like question 12. -We need to keep in mind cost of participating in programs for those who cannot afford it. -More swimming pools. With swimming lessons for our youth. -Need more open space. -Facilitate the process for those offering volunteering o |
| 1. The City should do an assessment of (needs, safety, recreation) of each specific park or reach out to local residents with a certain radius of parks for more ideas. The City can hold workshops in the park to discuss these ideas. 2. Extra care should be taken to develop parks in park-poor areas (like southern oxnard). 3. Parking is also an issue. If new parks are developed, parking should be on-site to not negatively affect local residents, especially those that do not have driveways and are unable to find parking during holidays when parks are full and parking is crowded. 4. The City absolutely needs to move to an online park reservation system. It is a waste of City staff time to monitor and hand-write reservations in a book. This should all be done online. This would result in reduced greenhouse gas emissions from driving to the (confusing) parks building and improved efficiency for parks staff. The City should increase fees to pay for this online system. (ie $50 space could be $60.) 5. The City should fine people for throwing confetti on easter in addition to trash. I could imagine this is a pain to cleanup. It's also obnoxious for local residents, who find this confetti on our lawns. 6. The City should invest in the Ormond Beach Wetlands restoration. South Oxnard is in desperate need of revitalization. A wetland restoration project, nature trails, and other eco-tourism projects would bring in good dollars to the City and bring people to South Oxnard. The City could even pursue public-private partnerships with foundations to make this happen. The City should make sure that South Oxnard is not neglected. |
| 1) Support the most popular youth sports that mold our youth into positive members of society, I.e. soccer, baseball, softball, football, basketball, wrestling, etc. Keep them busy and out of trouble; recruit police officers and parole officers to get out there and coach and influence our youth. 2) Get homeless out of the parks. Tried taking grandkids to Southbank park but it's near river bottom and attracting homeless druggies. Took grandson to football practice at Beck park and was horrified by open drug use and drinking by homeless with carts obstructing bathroom entrance during practice. |
| A city like oxnard with a variety of multicultural people should have more outdoor, indoor programs for our youth and seniors so that we don't have to go somewhere else out of Oxnard. We have to change people's mind that Oxnard its not well recognized for their strawberry fields only but also for the quality of live we have. No more recycle plants in this area , we should have a standard of how the city needs to look like just like they do in Santa Barbara. We need to create more green areas and programs so that we keep our community active . |
| A special district funding through a property tax assessment |
| A variety of locations to reserve for large groups and different pricing ranges. Oxnard College Park & the State Beach are nice but if I need a smaller venue at a lower rental price, I could have gatherings in town instead of Ventura or Camarillo. |
| add lighting |
| All citizens need to take responsibility in the parks they use. Clean up after themselves and city can spend more time and money where needed. |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| All parks need lights! Clean restroom |
| ALL parks need to be named/re-named to honor past prominent citizens of the city of Oxnard. (i.e Nao Takasugi, John R. Hatcher III) It's important that future generations learn and know about those who created/developed the city we now live in. |
| All parks should be ADA compliant |
| All parks should be taken care of properly by a staff that actually wants to work. It's a park. They don't even have gardens or trash cans or open bathrooms (refering to question 15 |
| All the city, including medians, should have green spaces for walking, running. |
| Allow non profits such as AYSO operate in the parks and share some of the costs!! Thanks-Manny |
| Also let local AYSO ( nonprofit) leagues be able to use soccer fields at College Park and NOT JUST FOR PROFIT LEAGUES ( Oxnard Soccer League , Adult league and CalSouth leagues ) ONLY!!WHICH IS BULLSHIT!! Thats my tax paying opinion . |
| Although having new parks would be great, the existing parks should be taken care of first. I live in South Oxnard and have sadly noticed that the parks in North Oxnard, specifically Riverpark, are maintained much better than in my area. The College Estates park my by home does not have a working bathroom, there is graffiti all over, broken playground equipment, and suspicious people surrounding the park. This is not somewhere I want to play with my child. Although the park by College Park is better maintained I have also noticed the bathroom is only available at certain hours and the playground equipment is aging. I shouldn't have to drive across town or neighboring cities for my daughter to have a safe and clean space to play in. |
| Alumbrado ðŸ'¡ðŸ'¡ðŸ'¡ðŸ'¡ |
| As a new resident of Oxnard this is what I see is needed to really make the city shine: 1) Get rid of the eye sore power plant 2) Create protected bike paths starting on harbor- people ride from Ventura to Oxnard and vice versa and its NOT safe as is- more people would do it if it was safe (there is a path from Ojai to ventura- we should connect to that) and with temp rising people are looking for recreational areas like that-that they can do out of the hot inland areas 3) Ventura has a trolley that goes to a few city locations. Oxnard should have one too.. one stop should also go to ventura harbor- That way people from ventura hot spots spots can come to Oxnard's and vice versa. 4) bonus-possibly a free water taxi from seabridge area to the Oxnard Harbor funded by the local business's in those areas- would be good for tourists and for business's 5) bonus-areas near beaches where people can get sand and tar off their feet showers or benches or something There are a lot of shady people/homeless near the river areas and a lot of trash. This should be cleaned up. Taxes for residents is not evenly distributed its way too high especially in the seabridge & riverpark areas- these people that want to live in newer areas shouldn't be paying for the whole -city come on they cant afford any new taxes- |
| As housing in Oxnard becomes more dense with little yard space, more public parks of all types are needed so people have quiet spaces, breathing spaces and places to gather and especially play. |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| As with everything $ is always a problem. I don't think a new tax would be approved. Harbor areas really need our attention to bring people in. |
| Be equal. Some parks are nice $$, others are trashy. |
| Before we build new facilities Oxnard needs to develope a regular revenue stream that will ensure proper car and maintenance of its facilities |
| Being a mother of three kids doing sports I feel like Oxnard should have more lighting in parks and maybe build a sports complex and charge for parking to help with the maintenance. I have gone to other city's that do that I don't mind at all knowing is going towards our youth that need programs to get them out of the street. |
| Build sports complexes with fenced parking so the city can charge for parking (revenue stream) like most major cities / sports complexes do for tournaments (San Bernardino soccer complex charges $10/car, same for UCSB fields) |
| Building picnic areas with tables and BBQ pits and Start charging a fee for use have them as a Reservation required. |
| City founded parks, mainly just one - College Park- are not used for the non-profit volunteered ran programs like the local AYSO program. It was built for community, paid for by the community yet they don't not let the youth soccer programs use the fields because someone from outside the local area has put money down to use the fields. That's fine. Make money where you can make money... though where is that money going? One of the questions asked on the survey is to propose a tax to help local parks maintenance. Why don't you use the weekly profit from the fields to help maintain the parks etc. These non profit youth teams, who are all volunteer run, do not charge a monthly fee to join a club are relegated to using parks with no lights where the homeless have setup camp. These programs don't care if you are talented or not, we keep all youth off the street, not just the talented. Just because we can't afford the rental fee of the fields should not deter the local youth from playing on fields that their parents help pay for. |
| Cleaner restrooms |
| College Park is the BEST park/facility in xxxx, Please make future parks like this! We have soccer teams from TO & Camarillo that play with Rubio & Gutierrez use our fields because they are cheaper. |
| Comments provided as a resident of Riverpark who believes that much of Oxnard is significantly underserved in terms of park space, facilities and programs. While the CFD funded communities have designated funding and adequate parks, even these areas are in danger of overuse due to the immense lack of park spaces, facilities, and programs elsewhere throughout the City. |
| Cut budgets on upper management, and invest it into the city. |
| Deal with the homeless sleeping, shooting up, drinking and storing their belongings in our parks |
| Do not plant trees that drop thorns! |
| Dog bag posts. Everyone has a dog and it's easier to help keep parks clean for those owners who forget to bring their own bags. Lighting is a big one for safety reasons. Solar powered lamp posts?? |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| Don't increase taxes to fund parks. I would rather just pat to travel to another city that knows how to build a park |
| Eastwood Memorial Park is covered in trash. Really a disgrace. It would be great to organize community trash pickup days. |
| El sur de Oxnard esta muy olvidado en Ã¡reas de recreaciÃ³n parques y las personas no respetan las Ã¡reas se necesita instruir alas personas por medio de sus hijos en las escuelas |
| enforce dog leash laws |
| Existing parks should be maintained regularly, needed repairs must be done ASAP. Softball fields |
| First off, THANK YOU for taking the time to address the issue with the city parks. Take a page from The Pleasant Valley Parks and Recreation department in Camarillo. Also, take a look at the Mel Vincent Park in the new Springville area in Camarillo. Camarillo does a great job with creating play spaces/structures for kids of ALL ages. |
| Fix the homeless in the park situation |
| Focus on repairing our roads, cleaning the city and parks. Once that is done start with the parks. What's the point of new parks when we have destroyed streets and parts of the city look like a dumpster. |
| For all the parks to be taken care of - the North as well as the South |
| For Durley Park... Lights for baseball fields New infields Getting rid of hill and water tanks for baseball fields and extra parking spaces. |
| For-profits are currently excluded from using the parks for a fee. There is money to be made there! For instance, I want to teach group dog classes in the park and would pay a fee for that! |
| Give privileges to Oxnard residents/ clubs first |
| Give runners a place to run. On dirt or track material and make it longer than they are. Runners run miles not yards and all the paths are ridiculously short and are made of cement which is too hard on the body. No runner will use these short cement paths. The exercise stations such as at Seabridge, are rarely used and seem a waste of money. Oxnard needs green bike lanes not more tiny bike paths in the small parks. I would love to see a giant park like they have in Paris, London and New York There is nowhere in Oxnard to run on a soft surface. The beach is not good due to the angle of the sand. The area where the old power plant is would be a wonder place to put a giant walking and running path and bike path like they have at Venice beach. Bike paths need to be have separate lanes for runners/walkers and bikes. I would love to have a bike/running/ walk-in path along the river but the homeless live there and I will never risk my safety to go there. |
| Hace falta un complex donde quepan bastantes canchas rentables para pracitar y futuros torneos |
| Have police patrol parks in the afternoon when ongoing sports are playing/practicing. Bathroom are definitely a must in parks especially when used for sports. It's not easy for a girls or women to relieve themselves when there's no bathroom having to leave the park for a necessity. |
| Have the local teams get together and help maintain the parks I have a son and I would for him to help take care of the park he plays soccer at they will have that much more love for the game and the parks they help take care of |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| Honestly, my greatest interest in Oxnard sports facilities is with the Oxnard tennis center. I have been a paying member for 18 years. It is the only low cost tennis facility left in the area for those that can't afford a privately owned tennis club. There are numerous USTA men's and ladies leagues that are currently representing Oxnard Tennis Center throughout the year. In the past OTC has hosted adult and junior tournaments including the Ojai Annual Open Tournament. Due to the deteriorating condition of the courts, tournaments have not been held here in the past few years. Please don't close this facility. Invest and the money necessary to repair and maintain these courts. The foundation of this program is well established and it would be a shame to not maintain this community recreation facility. |
| Host pay to play tournaments and divide the profit between the city and champion, and promote it so that the community could attend the tournament. Promote fundraising at youth games asking residents if they can donate to help keep programs and maintenance of parks and gyms. |
| I coach soccer and it worries me that my children are not safe when it's dark at the park |
| I feel like more options for indoor youth sports would be helpful to both alleviate the overcrowding of soccer fields as well as, giving more opportunities for nature conservation programs. |
| I feel like the bigger problem is the homeless trying to layout and camp out with all their living essentials. It make me feel unsafe and dirty to have my kids playing in the same grass they lay in with their drugs and alcohol and possibly infectious diseases doesn't sit well with me. |
| I live near Sierra Linda Park and it has been neglected for years. We have tree stumps that need to be grinned down, park benches and tables that need repair, trash cans with no lids, smelly bathroom, useless exercise equipment, poor lighting, broken down volleyball court, and lots of trash. HELP! |
| I participated in the Advisory Committee. The first meeting was very visionary, high energy, and positive. Subsequent meetings devolved to the nuts and bolts of maintenance, budgets, programs, etc. More management than planning. I didn't feel that these discussions will result in any noticeable difference in recreational opportunities in Oxnard. |
| I see most of the open space parks used for nothing else other than soccer. It would be great to have green space for walks, hiking and enjoying green in a city that has done nothing but build track houses |
| I think the city of Oxnard needs to think outside the norm. We have a string soccer community. As a parent I know I'm more than willing to pay for my kids to practice in a safe park with lights. As well as to pay on weekends to have my kids play soccer. Both Saturday and Sunday. Oxnard city is losing money not opening their eyes and seeing what a huge soccer community they have and these parents are willing to pay for their kids passion. All we ask for are parks with lights and restrooms for them to play the sport they love. We want our kids active in sports and not out in gangs. |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| I think there is no point in building any more parks if the city is not going to maintain them and allow all the homeless riff raff to congregate there which is what seems to be happening. If gangs and homeless overtake the parks them why have them at all? I am not impressed with how Oxnard takes care of the parks it has, other cities In Ventura County have wonderful parks that I would enjoy spending time in but I do not feel safe in any park in Oxnard and would not want the city to spend any money on a place that will attract drugs and violence which is what will happen. |
| I want to see exercise trails - dog parks and more skate parks. (Re: 12 - None) |
| I would like the parks to be more than old style grass fields. Let's develop more facilities that incorporate nature and reflect the regional environment. |
| I would like to have more light in the parks and for the City to support more of the sports for the kids. |
| I would like to see more accommodations to the sports teams helping youth stay out of trouble and keeping them away from the gangs. |
| I would like to see more gyms that can be used by community/ non-profit groups. There are far too few in Oxnard and many, many club teams. (Re: 14 might encourage more exercise) |
| I'd like more lighting so it's safer at night for people that use the park, especially since many kid's sport teams practice. |
| If more parks are added, include workout equipment for exercising or add them to existing parks. Have restrooms clean and open during reasonable times. Take care of soccer fields by not allowing leagues to play during certain months of the year or limiting the leagues because everybody wants to have a soccer league and fields get abused because soccer is played all year long. Create neighborhood watch to keep parks clean and well maintained . |
| If other sports like baseball or softball pay during their regular season to have parks to practice then other sports should aswell |
| If the city would create a park that can hold softball, baseball and soccer field it would be paid by itself. Also any local leagues would need to pay for the fields at a higher premium for maintenance. Local leagues are really over charging clubs to play while they pocket the money, which can be unfair. The revenue can be created with local club teams having tournaments and local hotels/businesses can benefit from it. For example the Orange County Great Park's Sports Complex in Irvine is an awesome venue that Oxnard can use as a blue print to make something like it. What we do have is a great location and weather. |
| If you want more people to utilize parks, tailor advertisements to the age groups. |
| If you're really interested in my opinion give me a call 805-290-3200 my name is Mark |
| improve our parks for our communties. |
| Investing in soccer fields would be great. |
| It is critical to establish a program or service to deal with the numbers of homeless people, trashy parks. The City has a huge responsibility to deal with this issue. Open the bathrooms especially @ xxx park!!! (Re: 13 or at least open them daily; Re: 19 been in our home 55 years) |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| It needs to be cleaned up and get bad people away from them. |
| It think that Gateway Park could be a good revenue generating park. I would increase access to green space in South Oxnard which is desperately needed. |
| It's not ONLY about soccer and ball fields. We desperately need s "park for the rest of us" that includes diversified activities, even just quiet spaces to enjoy. |
| It's obvious Oxnard needs a P & R District funded with an ad valorem property tax. |
| Keep parks patrolled somewhat to keep them safe. |
| Kids need nicer parks with equipment that is maintained. |
| La necesidad de iluminaciÃ³n durante el tiempo del aÃ±o donde oscurece temprano. Muchos equipos de deportes no pueden entrenar por que no hay luces. |
| Lets get a nice frisbee golf area.  Maybe work with an Eagle Scout or two, to make improvements to our parks. |
| Lets start with existing parks, and making them better for the future OUR KIDS |
| Light our parks for the young athletes. These are the people that are using the parks DAILY and not once a month or a few times a year. Invest in our youth, they are our future. |
| Los Ã¡rboles grandes son muy importantes para las personas de la tercera edad (en especial en el parque de la colonia). Son parte de la historia de Oxnard, tienen muchos beneficies, dan sombra increÃ-ble, Y DEBEMOS PROTEJERLOS! Yo tengo 20 y quiero que esos Ã¡rboles estÃ©n ahÃ- para mis hijos, porque me encantaban a mi de niÃ±a. |
| Los niÃ±os que juegan soccer necesitan tener mas campos disponibles para sus placticas. En mi opinion el tax que nos quita el gobierno en california es alto. Al tener mas campos de soccer los niÃ±os se mantendran sanos haciendo ejercicio y manteniendo su mente ocupadas en deportes, y no pensando en otros malos caminos como pueden ser las malas influencias, drogas y videojuegos. |
| MÃ¡s luces en los parques ! Y creaciÃ³n de ares para practicar deportes ! El deporte es el mejor aliado contra la obesidad!!!!! |
| Make it a more nice welcoming space  to our community |
| Make parks safer. Shelter for homeless Need more parking spaces |
| Make soccer players play in their designated fields (example: the huge area off Patterson and fifth) it was built for soccer but they LEAGUE play with referees in smaller parks that have fields for other sports that can't be used! They don't share! |
| Make sure the parks stay nice and beautiful but also take care of them because it's the best for everyone |
| Mas canchas de fÃºtbol porque es muy popular. |
| Maybe get an xxx? Park program or hold park rallies where community comes to clean up park together like coastal cleanup |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| Minor league teams would produce revenue for Oxnard |
| More bike lanes to avoid car use. |
| More lights are needed at Durley Park as well as a new playground for the children |
| More lights for kids to play sports. A sports complex. It is necessary |
| More neighborhood participation. Create distinctive "neighborhood" and "city" parks to better prioritize the needs of those who use the parks. |
| More police patrol... to many homeless hanging around |
| More safety |
| More soccer field with better grass maintained! |
| Most of the time I am hard pressed to find at least one baby swing at a park. Each park should provide one of the swings for use. The city has been asked about this in the past with no response or action taken. |
| Multiple studies show that funding social programs that serve community are more effect at creating safety, not hyper-policing Re: 12 "Defund the police" |
| My children play sports, and finding parks with lights are hard to find |
| Necesitamos mantener a los jÃ³venes en deportes para quÃ© se alejen de las drogas y este propÃ³sito se lograrÃ-a mÃ¡s teniendo luces en los parques. |
| Need lights at the parks. This makes them safer and more people would enjoy the park. Especiallthw soccer fields. Keep the children busy instead of other bad activities that take place when it gets dark. |
| Need lights in all the parks and restrooms |
| Need more supo for soccer activities |
| Need to add wildlife preserve, add education wildlife/nature programs. Create hiking trails. More lighting the better. Research shows lighting as an indicator of high crime. |
| Need to promote existing parks; perhaps with videos of each park inviting residents (or perhaps these exist already?) |
| Need to re-create the Parks and Recreation Department and establish funding separate from the City's General Fund. |
| No woodchips on tracks only foam material. |
| not enough parking spots at sport field for example in else rio. People are parking in red and no one is their patrolling the parking lot so other cars trying to get out can't get out because they are blocked in and left with little or no room to back out. |
| Not enough; not well maintained; not enough lighting or grass areas for sports/recreation |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| Nowhere near enough |
| Our parks need to be safe and NOT lived in by homeless |
| Oxnard has betrayed the trust of citizens by mismanagement and corruption related to the Quimby and Assessment District funds. Better clean that up before asking for more money from the citizens! |
| Oxnard is on the Pacific Coast Bike Path - this has been totally ignored by the city. By promoting the trail and bicycle tourism and by creating more and safer trails, and providing community bike rides in conjunction with other events, the economy. Use Ventura as a model. |
| Oxnard needs to keep Parks and Recreation services funded. The parks are an integral part of every neighborhood and should be maintained. |
| Oxnard needs to let leagues practice in the parks... this keeps of the streets which is every bodies gosl |
| Oxnard parks should be updated for safety and create interest. I strongly believe that Oxnard should implement protected bike lanes and river trails through grants and donations. Don't tax the people because we already pay high living costs. Thank you. |
| Parks are only overcrowded on weekends . Both options for 12 are unacceptable. |
| Parks around Oxnard should be modeled after the parks in Riverpark. Riverpark has the best, most welcoming, parks in the city. All parks should have open space, bbq areas, restrooms, and play areas! |
| Parks could be made more sustainable by bringing in more drought-tolerant plants to new parks and decreasing size of grass fields. |
| Parks in disadvantaged areas need close attention and security, possibly even cameras. At the same time, residents need to be held accountable for maintaining the park facilities while using them. The Parks Department desperately needs a better reservation system. It is tedious, hard to find and outdated. Reservations should be 100% online. This would save a lot of staff time. Parks should have access to nature and wildlife and provide environmental education opportunities. |
| Parks need lighting during "fall back " hours. My kid practice 4 times a week outside and its always a struggle during those months. |
| Parks on the south side of the city are pretty run down compared to the parks on the north side of Oxnard. Many parks with the Youth Leagues should be updated. One personal example, is Durley Park, my son has been participating in sports at this park within the last two years and its very unfortunate to see that this park has been so run down with broken equipment that most of the equipment has been taken out and the remaining is tagged. |
| parks should all be well lit and have proper lighting especially during the fall/ winter months |
| Parks that are been used for gathering or parties should pay a one day permit. For this are type that leave overflowed trash. |
| People throwing a party a park should help clean up after or receive a fine. Also sports groups of not paying anything should also make the effort to clean up after the fans. |
| Perhaps putting emphasis on the districts and giving each district and be responsible for their parks and beaches as far as what is offered. (Re 2E: 1 Beach area; 4 depends on area most) |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| Place lights in them. |
| Please build parks on the empty lots where the old Oxnard High School was and on the lot next to Pacifica HS. |
| Please do not devote all of out available park space only to sports fields |
| Please do not let the water front be neglected. |
| Please more soccer fields !!!!!!!! |
| Please start the park at the old Oxnard high school, and upgrade the dog park there. |
| Please we really needs light special one the seesaw gets dark 5PM for sports, add'l lighting soccer fields, we pay too much tax |
| Police should make a presence in evening ..dark part of the day |
| Provide internships for Senior High Schoolers that want to go into the environmental, recreational job force. |
| Providing light for sports fields for evening dark time. And making all city fields available to the public |
| Question # 14. All parks should have some degree of lighting for safety reasons. Not necessary to play tennis or basketball or soccer. Question # 15. The City's budget must provide the needed funding to maintain our parks well! Any and all sources of income need to be considered. We are not a poor city, it is a matter of allocation of resources. No new facilities should be undertaken until the exist parks and their facilities are well maintained! |
| Quit having soccer played at local elementary schools on the weekends. Takes all parking from residents, leave trash and don't care about your property and have food trucks in our residential neighborhood. It is EVERY weekend |
| Re: 12 Work to rebudget find other more creative ways of funding |
| RE: 2E "not all" |
| RE:10 more than anything the kids and the youth |
| Re:7F "with homeless" |
| Remove the homeless from our local parks |
| Rent the parks for every body |
| Restrooms and more lighting |
| Safety, more basketball courts ,more light |
| Said it all earlier, now I hope you do the right thing |
| Security would be great |
| Seniors need more (variety) of programs - (re: 12 both negative statements; re: 16 safety/ homeless issues) |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| Set up "Park District" to help pay for Parks. (Re: 8G "on some"; on 9N "senior programs"; 12 make nature trails) |
| Shade on top of playground More restrooms |
| Similar to the Pleasant Valley Recreation and Park District and the Conejo Recreation and Park District, an Oxnard Recreation and Parks District should be created and funded through an ongoing, City resident approved tax. |
| Soccer clubs out of area should pay a fee to use parks |
| Soccer field with light would help a lot. |
| Soccer fields with lighting are needed desperately ! |
| Southwest Community Park is heavily used and really needs help. Permanent restrooms, and off-leash dog area (the corner of the parking lot would be perfect). More lighting for the evening soccer players. Time regulations for the soccer games, later start times. |
| Southwinds needs more doggie bag dispensers and to have them regularly stocked. Bench needed by older playground under tree. Lights on basketball court, hoop replaced. Need another water fountain. Close many openings along fence by Cuesta and install gate. Trim tree. Regularly restock soap dispenser please. Thank you. |
| Southwinds Park: Basketball hoop, lights by basketball court, soccer goal nets (by old baseball field by bleachers), add water fountains, add benches, add security cameras, soap in soap dispenser and doggie bag dispenser. Re: 2E "Need Security Cameras; 8I "Ormond Beach Wetlands" |
| Staff needs surprise supervision rounds, when it comes to restrooms cleaness/stock specially in Del sol park. Del sol restrooms are due for an upgrade. It would be a Good idea to be also also known for having a soccer complex not only for the strawberry festival and the collection. |
| Tax-only if it is dedicated specifically for parks. Measure O was supposed to help.The Parks must primarily serve our youth so they will more opportunities and better health outcomes. We must save our youth. They are the future of Oxnard |
| Thank you for your consideration in providing a safe and enjoyable place for children and adults in our community to enjoy! |
| That the City of Oxnard should invest more money in parks. |
| The basic things such as cutting grass, trimming trees, trash, need to be taken care of first in existing parks. |
| The beach at Oxnard is the cities best resource and residents and tourist should be protected while at the beach not only from rip currents while swimming, but also a sense of security for their families while at the beach. |
| The budgeting and understaffing is disgraceful. Campus Park should have been completed years ago. Youth centers should NOT be run on Skelton crews as they are now. Recreation should not be as overworked as they are and programs need to become a priority as well as modern communication with the public in events, concerns and community workshops. |
| The city needs more soccer fields for practices and these fields need to be lighted. |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| The city needs to look at a new cost recovery policy for programs. i.e. higher fees for more exclusive use such as swim clubs and travel teams instead of raising fees on swim lessons which are more geared towards public safety. Development agreements need to pay for new amenities and some of the future operations and maintenance, instead of using general fund monies. |
| The City of Oxnard should partner up w/ City of Vta and make Al Rio Soliz Library park better |
| The City should maintain and continue to upkeep our current parks, especially on the Southside! (Re: 14 - neither <liability>) |
| The College Estates Park is falling apart by the day. It needs immediate help because it is so unsafe for everyone. That park needs to be updated for our community to enjoy and families to feel safe being there. Last week, one of the playground equipment broke while someone was on it and part of the slide has been blocked off with plywood for over a year. |
| The community needs better parks for tourism. Oxnard needs better parks for the Children to stay out of trouble. Dogs have enough dog parks. |
| The corner of Oxnard Blvd and Gonzales Rd. east side vacant lot should be a priority. Re:# 3 Rarely;# 6 Go to Camarillo sports parks; #12 & 14 don't know/depends on needs |
| The demand for some sports are higher than others. Soccer is by far the most popular in the city. A nice indoor complex would bring in lots of money and pay itself over time. This area could be used year round. |
| The focus seems to be on Oxnard College |
| The investment that considers and puts youths first are always a win, win situation for Oxnard.. |
| The lack of parks in certain areas can ve addressed statgically by build low footprint facilities (such as bike, hike, or running trails) in areas that lack both parks and available acreage. Easements? Oxnard lacks wilderness / nature programs and facilities , either or both would be great opportunities for Oxnard. Particulary for youth. |
| The main concern are the restrooms in all the parks. |
| The ocean is an under utilized resource. I would encourage the party's department to build a bridge between the citizens and the beach. Teach kids to swim, enjoy the environment. Create a welcoming place for families to visit and play. |
| The Oxnard Performing Arts Center should decrease costs to use it and try to get more usage. |
| The quality of life of the surrounding neighborhoods must be considered, i.e., living next door to a basketball court would be miserable. Why not have a program of troubled youth or kids on probation that work on parks and then earn money along with points to attend events or something like that, but that they actually learn skills, how to sand the bench before painting it, how to fix a plumbing leak or a sprinkler head. Families attending parks should be made aware of cleaning up after themselves like you do when you go camping. It is unbelievable the amount of trash left behind by families during summer weekends - very sad, education at school, somehow teaching the kids how important nature is to our future so that they get the value of picking up after themselves. |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| There are a lot of baseball leagues. It would be nice for the city to sponsor one and create a city based baseball complex. |
| There are far too few lit soccer fields for the demand. Also, we should have futsal courts (maybe repurpose unused basketball courts). |
| There are many parks that could become more popular if they were cleaned up, had better lighting for safety and were improved. Perhaps focusing on improving existing parks instead of building new ones. Riverpark parks are very popular with residents from other neighborhoods. Improving parks in other areas along with a re-grand opening of a park might give people a new reason to revisit. |
| There are no parks within walking distance where I live at Oxnard Pacific Mobile Estates. The mobile home park should be required to have a place for the children to play if the city doesn't have a park nearby. |
| They should be cleaner and feel safer. I also love big beautiful trees, so those would be a plus. |
| Think outside the box when assessing how parks are maintained and updated maybe partner with other agencies and local partners, etc. Re: 15 Really a little of all three - Develop a plan for revenue opportunite to offset cost of a replacement or repair plan long or short |
| This survey should be made available to more people. Is it available in Spanish? Maybe a PSA on English & Spanish radio could help, or communicating through the neighborhood councils. |
| This survey was poorly made. You have alot of leading answers. The answers themselves overload with information. It be helpful if people could read information with pros and cons instead of it being stated in survey |
| To create more events to recognize the City and for other natives to recognize it. |
| To evaluate areas that don't have parks like areas around 6th/7th and Oxnard Blvd. |
| To fight drugs more |
| To take care of all the parks whether it's in a poor or rich community |
| Trees (fruit) gardens clean bathrooms |
| Use your police cadets to issue citations for loose dogs, especially on weekends at the beach. |
| Vote out the older council members, they have lost touch with the changing times. |
| We are a full community. We need to work together! Thank you |
| We can hold tournaments in new sports complex to raise money! |
| We desperately need an all inclusive park for children of all abilities. This includes children with disabilities. Children with and without disabilities need to play together. Please look into the Sean Foundation as they build all inclusive parks. |
| We frequent the parks often. The group parties at the picnic sites on weekends definitely seem to surpass the limits, with all the extra table and chairs. It's is loud, trash is left behind, and there is sometimes. The permitting and enforcement should be more stringent. |
| We have a high demand for soccer facilities. A BIG soccer complex is needed. |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| We have been promised a park across from Pacifica HS for decades. Yet nothing. Not even just grass. It was promised to be a sports park but nothing. West Village park equipment is rusting and has holes. Dangerous. Nothing is done. Additional trash pickup should happen after 3 day weekends. |
| We have homeless taking over. (Note - checked both boxes on 11, wants both on 12, 13, 14, wants all three on 15) |
| We may need a Parks and Recreation District. |
| We need a large urban/ central park |
| WE NEED A POOL!! |
| We need a Sports Complex with artificial soccer fields and lights. Artificial fields will reduce maintenance cost and allow the fields to be opened year round The city needs parks with LIGHTS for soccer! |
| We need a sports complex. The city is more populated now the it has ever been and we don't have enough fields for our youth to practice or do any sort of activities. A complex would solve that problem |
| We need a swimming pool in the south. It would be really nice to have better lighting as well. |
| We need culture to help citizens thrive. More Green spaces allow people to be active and mingle with others. (Re: 16 To the beach and to Santa Paula) |
| We need more community gardening places |
| We need more flowers in the city, in the general spaces areas. |
| We need more lights in our parks. More police presence at parks for the homeless and drug users. |
| We need new Senior Center |
| We need restrooms, lights and good condition of the field |
| We need soccer fields with lights during the winter. |
| We need to change the mentality to making the entire community more healthy by inproving overall street and park cleanlinesss...pick up trash from sidewalks, remove weeds fro medians, paint more bike lanes, add lighting and clean up the dirty bus stops. If more people had the ability to feel safe walking outside....their eyes would see the beauty of Oxnard and it's parks and hopefully use them and support them more. Start with attending to cleanlinesss. You don't see weeds and trash everywhere when you go to Ventura and Camarillo. How about once a year, have all the Senior Dept managers take a walk or bike from downtown to either the Civic Center and evaluate how a walk to the park feels for the average citizen. |
| We need to ensure there are activities available to all our youth throughout the city, especially at-risk youth. These programs are extremely important in keeping our youth off the streets and out of prison. Programs should be low cost or free so that even those that are low income can participate. We need to expand program offerings , especially during the summer when youth are more susceptible to hit the streets. |

| What other comments, if any, would you like to make about parks and recreation in Oxnard? |
|---|
| We need to find ways to discourage the homeless/ mentally ill vagrants from habitating in our parks. Fence in the dog park areas so they can roam free within the area, away from children in playgrounds. Children's playground equipment needs repairs. Should be funded within current budget with no additional taxation from residents. Need a playground built by Windsor area. |
| We need to have something for everyone - even individuals who play sports all need natural spaces for arts, botanical goals - community gardens. |
| We should form a Parks and Recreation district to include libraries, senior centers, etc. |
| We should look inot using alternative energy (solar, wind, etc.) to power lighting & electric needs in our parks. Also need to address the homeless/ transient situations in our parks. |
| We would like to see parks with more lights when daylight saving ends. Even until like 8:00p.m. so our kids could practice their sports. Soccer fields would be great on existing parks. |
| Well first of all i love if we can fix ormond beach and have it for the public and for national plants and animals to prosper |
| What I would like to see prioritized: -Parks with inter-generational spaces and fitness equipment (looking at Kellogg Park in West Ventura as a model) -Green bike lanes (I know that's more of a city road thing) and bike racks in parks -A no chemical spray policy in all city parks (as well as schools) -Parks with community garden spaces where people can grow their own food -Small group outdoor meeting spaces -Plenty of play structures for kids of various ages with wood chips (vs sand) as ground cover -Splash areas where kids can get wet and cool off -Electronic vehicle charging stations in/adjacent to parks -More dedicated green space in places where there are currently abandoned lots not in use around the city -- at the very least these could be turned into short term fields were people could meet for pick up soccer or other sports or farms for those who want larger scale gardening space. |
| Would love a safe place for dance classes to be held. Wilson senior center is not safe. |
| You need to have to have a strategy on building a nice sports complex that are youth can have to play and host tournaments. For example big league of dreams. It's dad there is not one nice ball diamond for the kids to play on. I know soccer is the most popular sport , but oxnard is a baseball town with a history to back it. |

Table 184: Question #19

| Do you rent or own your home? | Percent | Number |
|---|---|---|
| Rent | 32% | N=109 |
| Own | 68% | N=236 |
| Total | 100% | N=345 |

Table 185: Question #20

| Counting yourself how many people live in your household? | Percent | Number |
|---|---|---|
| One (1) | 4% | N=15 |
| Two (2) | 15% | N=52 |
| Three (3) | 15% | N=50 |
| Four (4) | 28% | N=95 |
| Five (5) | 21% | N=71 |
| Six or more (6+) | 17% | N=60 |
| Total | 100% | N=343 |

Table 186: Question #21

| Do any of the following live in your household? | yes | | no | | Total | |
|---|---|---|---|---|---|---|
| Children age 12 and under | 63% | N=209 | 37% | N=125 | 100% | N=334 |
| Teenagers ages 13 to 19 | 37% | N=116 | 63% | N=198 | 100% | N=314 |
| Adults aged 65 or older (including yourself) | 28% | N=88 | 72% | N=228 | 100% | N=316 |

Table 187: Question #22

| What is your gender? | Percent | Number |
|---|---|---|
| Female | 54% | N=183 |
| Male | 46% | N=158 |
| Total | 100% | N=341 |

Table 188: Question #23

| Which of the following best describes your age? | Percent | Number |
|---|---|---|
| 18 - 24 | 9% | N=31 |
| 25 - 34 | 29% | N=98 |
| 35 - 44 | 29% | N=99 |
| 45 - 54 | 10% | N=35 |
| 55 - 64 | 13% | N=43 |
| 65 years or older | 9% | N=32 |
| Total | 100% | N=338 |

Table 189: Question #24

| What is your race/ethnicity? (Please check all that apply.) | Percent | Number |
|---|---|---|
| American Indian or Alaskan native | 3% | N=9 |
| Asian or Pacific Islander | 5% | N=16 |
| Black or African American | 2% | N=7 |
| Hispanic/Latino/Spanish | 65% | N=221 |
| White/Caucasian | 30% | N=100 |
| Other (specify)* | 4% | N=15 |

*Total may exceed 100% as respondents could check more than one answers.*
**These other responses are found in the table below*

Table 190: Question #24 other responses

| "Other" race/ethnicity |
|---|
| American |
| Decline to state |
| Decline to state |
| Horrible question! |
| Italian-American |
| Mutt |
| N/A |
| Oxnardian |
| should it matter? |

Table 191: Language in which the survey was completed

| Language in which the survey was completed | Percent | Number |
|---|---|---|
| English | 89% | N=370 |
| Spanish | 11% | N=48 |
| Total | 100% | N=418 |

# Appendix D: Comparison of Scientific Survey Results with Open Participation Online Survey Results

## Understanding the Tables

For most of the questions, for ease of comparison, responses have been condensed to show only the proportion of respondents selecting specific response options; for example, the percent of respondents who "strongly" or "somewhat" agreed with an item, or who rated the importance of an item as "essential" or "very important."

Chi-square or ANOVA tests of significance were applied to these breakdowns of survey questions. A "p-value" of 0.05 or less indicates that there is less than a 5% probability that differences observed between groups are due to chance; or in other words, a greater than 95% probability that the differences observed in the selected categories of the sample represent "real" differences among those populations. As subgroups vary in size and each group (and each comparison to another group) has a unique margin of error, statistical testing is used to determine whether differences between subgroups are statistically significant. Statistical testing was not performed on multiple response questions.

For each pair or set of subgroup ratings within a row (a single question item) that has a statistically significant difference, an upper case letter denoting significance is shown in the cell with the larger column proportion. The letter denotes the subgroup with the smaller column proportion from which it is statistically different. Subgroups that have no upper case letter denotation in their column and that are also not referred to in any other column were not statistically different.

For example, in Table 192 on the following page, for the statement "I am satisfied with the programs/activities the City offers in the parks" shows a B and a C in the cell for the scientific survey results. This indicates that a statistically significantly higher proportion of scientific survey respondents (in Column A) agreed with this statement than did respondents from the workshop (Column B) or to the open online survey (Column C). In addition, the C shown in the cell of the open workshop respondents' results indicates that a significantly greater proportion of them agreed with the statement than those who participated in the open online survey.

## Key Differences

Some of the differences of note between the scientific survey respondents, compared to the workshop and open online survey participants, are described below.

- Those who completed the survey at the workshop or the online survey were more likely to have visited the beach or an Oxnard park than were the scientific survey respondents (see Table 193 and Table 195).
- In general, the scientific survey respondents were as likely or more likely to agree with positive statements about Oxnard parks than were the survey workshop or open participation survey respondents, with the exception that open workshop respondents were more likely to agree that park landscape, fields and facilities were well taken care of (see Table 192).
- Respondents from all survey sources gave similar ratings to the extent they believed the beach in Oxnard served a variety of purposes in Oxnard, although open participation survey

respondents were a bit more likely to feel that Oxnard beach contributes to the identity of Oxnard (see Table 194).

- Workshop survey and open survey participants were much more likely to feel that Oxnard city parks are difficult to get to and to be concerned about a lack of restrooms, lack of amenities, lack of lighting, crowding and personal safety at parks (see Table 196).
- In general, respondents to all the surveys gave similar importance ratings to various purposes for parks in Oxnard. However, scientific survey respondents were more likely to feel parks should provide a place for rest and relaxation, and less likely to feel playground equipment was important (see Table 197).
- Where there were differences, workshop participants and open online respondents were more likely to feel there were "too few" of the various types of facilities and amenities included on the survey than were the scientific survey respondents (see Table 198).
- Scientific survey respondents were more likely to feel that park space should be devoted to some popular sports but also include diverse opportunities(80%) than were the workshop and open participation survey respondents (53% and 60%, respectively, see Table 199).
- Scientific survey respondents were more likely to feel that new park spaces should provide other passive and active recreation opportunities that cannot be found at other parks (79%) rather than providing additional soccer fields than were the workshop and open participation survey respondents (52% and 59%, respectively, see Table 200).
- Scientific survey respondents made similar choices as the workshop and open participation survey respondents when considering how the City should stay within their parks budget and how restrooms in parks should be distributed (see Table 201 and Table 202)
- A majority of respondents to all the surveys felt lighting of courts at night should be in all parks rather than only in the most used parks, but the margin was smaller for scientific respondents (55%) than for the workshop and open participation survey respondents (nearly 70%, see Table 203).
- A majority of respondents to all the surveys felt the City's priority for taking care or parks and trails should be to work first on the existing parks that need the most care and investment, but this was even greater for open participation respondents (see Table 204).
- Respondents to all surveys gave strong support to creating a bike and walking path along the river (see Table 205).
- While all survey respondents agreed that profitable or popular programs can help pay for less profitable programs, scientific survey respondents felt especially strongly about this (81%) compared to the workshop and open participation survey respondents (63% and 69%, respectively, see Table 206).
- Open participation survey respondents were more likely to be home owners than scientific survey or workshop survey participants (see Table 207). Workshop survey participants had larger more persons per household on average and to have households with children or older adults than were scientific survey or open participation survey respondents (see Table 208 and Table 209). A greater proportion of surveys were completed in Spanish by workshop and open participation respondents than scientific survey respondents (see Table 213).

Table 192: Question #2 by Type of Survey (Scientific, Open Workshop, Open Online)

| How much do you agree or disagree with each of the following statements about Oxnard's parks? Percent responding "strongly" or "somewhat agree" | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 39% | 50% C | 38% |
| I am satisfied with the programs/activities the City offers in the parks | 62% B C | 48% C | 31% |
| Parks are equitably distributed within the city | 61% B C | 41% | 47% |
| I feel welcome at the parks | 67% C | 63% | 55% |
| The parks are safe and pleasant | 45% | 35% | 38% |

Table 193: Question #3 by Type of Survey (Scientific, Open Workshop, Open Online)

| During the past year, on average, how often did you visit the beach in Oxnard? | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Never | 13% | 4% | 8% |
| Less than once per week | 52% | 46% | 52% |
| 1 times per week | 20% | 18% | 19% |
| 2-4 times per week | 6% | 13% | 14% A |
| 4+ times per week | 6% | 13% C | 5% |
| Not sure | 3% | 5% | 2% |
| Total | 100% | 100% | 100% |

Table 194: Question #5 by Type of Survey (Scientific, Open Workshop, Open Online)

| How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes? Percent responding "essential" or "very important" | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 82% | 85% | 84% |
| Contribute to the identity of Oxnard | 80% | 86% | 90% A |
| Be a place to enjoy nature, including plants, animals and birds | 88% | 89% | 90% |
| Be a place to swim | 77% | 72% | 71% |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 79% | 84% | 81% |

Table 195: Question #6 by Type of Survey (Scientific, Open Workshop, Open Online)

| During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields? | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Never | 6% | 3% | 3% |
| Less than once per week | 38% B | 21% | 31% |
| 1 time per week | 25% | 19% | 17% |
| 2-4 times per week | 19% | 28% | 24% |
| 4+ times per week | 11% | 27% A | 23% A |
| Not sure | 1% | 3% | 1% |
| Total | 100% | 100% | 100% |

Table 196: Question #7 by Type of Survey (Scientific, Open Workshop, Open Online)

| How much do you agree or disagree with each of the following statements about Oxnard city parks? Percent responding "strongly" or "somewhat agree" | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| They are hard to get to | 10% | 28% A | 29% A |
| Lack of restrooms is a problem | 46% | 78% A | 78% A |
| Lack of amenities, like trash bins and benches, is a problem | 32% | 64% A | 70% A |
| Lack of lighting is a problem | 59% | 79% A | 88% A B |
| I am concerned about personal safety when visiting parks | 57% | 64% | 75% A B |
| The parks are overcrowded | 28% | 34% | 42% A |

Table 197: Question #8 by Type of Survey (Scientific, Open Workshop, Open Online)

| City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household. Percent responding "essential" or "very important" | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| "Green spaces" within the city | 92% | 90% | 89% |
| Places for rest and relaxation | 91% C | 88% | 84% |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 76% | 82% | 79% |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 86% | 87% | 85% |
| Court sports (e.g., tennis, basketball) | 65% | 70% | 64% |
| Family and group gathering places | 87% | 88% | 91% |
| Playground equipment | 78% | 90% A | 89% A |
| Places to walk or jog | 93% | 93% | 89% |
| Places for nature or wildlife | 79% | 84% | 80% |

Table 198: Question #9 by Type of Survey (Scientific, Open Workshop, Open Online)

| For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount. Percent responding "far too few" or "too few" | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Playgrounds | 35% | 55% A | 50% A |
| Community gardens | 84% | 83% | 80% |
| Park trails and paths for walking/running/biking | 72% | 78% | 83% A |
| Places for off-leash dogs to play or exercise | 69% | 73% | 67% |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 46% | 54% | 64% A |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 42% | 66% A | 65% A |
| Outdoor softball and baseball fields | 49% | 50% | 51% |
| Places for picnicking | 53% | 58% | 57% |
| Places for group gatherings (barbecues, birthday parties) | 49% | 56% | 61% A |
| Places for special events (e.g., festivals, concerts, running races) | 60% | 70% | 71% A |
| Open space and natural areas | 69% | 81% A | 74% |
| Indoor recreation and sports centers | 84% | 86% | 85% |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 97% B | 86% | 94% B |
| Swimming pools | 80% | 75% | 84% |
| Environmental education facilities | 84% | 82% | 85% |

Table 199: Question #10 by Type of Survey (Scientific, Open Workshop, Open Online)

| Park space should be devoted . . . | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| mostly to popular sports, like soccer, baseball and basketball, because those serve the most number of people | 21% | 47% A | 40% A |
| to some popular sports, but also include diverse opportunities like arboretums and nature trails | 79% B C | 53% | 60% |
| Total | 100% | 100% | 100% |

Table 200: Question #11 by Type of Survey (Scientific, Open Workshop, Open Online)

| New park spaces should . . . | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| provide additional soccer fields, as this is very popular and there are not enough fields to meet demand | 21% | 48% A | 41% A |
| provide other passive and active recreation opportunities that cannot be found at other parks | 79% B C | 52% | 59% |
| Total | 100% | 100% | 100% |

Table 201: Question #12 by Type of Survey (Scientific, Open Workshop, Open Online)

| Which choice should the City make to stay within their budget? They should . . . | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| take care of all existing parks but at a lower level of service, offering fewer programs and reduced facility hours | 68% | 66% | 60% |
| eliminate some programs and facilities | 32% | 34% | 40% |
| Total | 100% | 100% | 100% |

Table 202: Question #13 by Type of Survey (Scientific, Open Workshop, Open Online)

| Restrooms should be . . . | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| placed in all city parks, which would be expensive to build and take care of | 67% | 71% | 66% |
| placed only in the most popular parks | 33% | 29% | 34% |
| Total | 100% | 100% | 100% |

Table 203: Question #14 by Type of Survey (Scientific, Open Workshop, Open Online)

| Lighting of courts (basketball and tennis) at night should be . . . | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| in all parks | 55% | 69% | 67% A |
| only in the most used parks | 45% C | 31% | 33% |
| Total | 100% | 100% | 100% |

Table 204: Question #15 by Type of Survey (Scientific, Open Workshop, Open Online)

| How do you think the City should approach taking care of parks and trails? (Please check only one.) | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality | 17% | 19% | 19% |
| Work first on the existing parks that need the most taking care of and investment | 52% | 57% | 64% A |
| Work first on the existing parks that are used the most | 32% C | 24% | 17% |
| Total | 100% | 100% | 100% |

Table 205: Question #16 by Type of Survey (Scientific, Open Workshop, Open Online)

| How much would you support or oppose creating a bike and walking path along the river? | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Strongly support | 64% | 65% | 59% |
| Somewhat support | 24% | 22% | 27% |
| Somewhat oppose | 5% | 7% | 5% |
| Strongly oppose | 8% | 6% | 9% |
| Total | 100% | 100% | 100% |

Table 206: Question #17 by Type of Survey (Scientific, Open Workshop, Open Online)

| The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options? Percent responding "strongly" or "somewhat agree" | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 59% | 58% | 59% |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 81% B C | 63% | 69% |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 91% | 89% | 92% |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 26% | 52% A | 47% A |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 45% | 43% | 61% A B |

Table 207: Question #19 by Type of Survey (Scientific, Open Workshop, Open Online)

| Do you rent or own your home? | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Rent | 44% C | 45% C | 26% |
| Own | 56% | 55% | 74% A B |
| Total | 100% | 100% | 100% |

Table 208: Question #20 by Type of Survey (Scientific, Open Workshop, Open Online)

| Counting yourself how many people live in your household Average persons per household | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Counting yourself how many people live in your household? | 3.4 | 4.5 A C | 3.9 A |

Table 209: Question #21 by Type of Survey (Scientific, Open Workshop, Open Online)

| Do any of the following live in your household? Percent of households in which each of the following live | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Children age 12 and under | 49% | 70% A | 59% |
| Teenagers ages 13 to 19 | 33% | 37% | 37% |
| Adults aged 65 or older (including yourself) | 34% C | 44% C | 22% |

Table 210: Question #22 by Type of Survey (Scientific, Open Workshop, Open Online)

| What is your gender? | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| Female | 53% | 52% | 54% |
| Male | 47% | 48% | 46% |
| Total | 100% | 100% | 100% |

Table 211: Question #23 by Type of Survey (Scientific, Open Workshop, Open Online)

| Which of the following best describes your age? | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| 18 - 24 | 1% | 9% A | 9% A |
| 25 - 34 | 32% | 27% | 30% |
| 35 - 44 | 12% | 27% A | 30% A |
| 45 - 54 | 22% C | 12% | 10% |
| 55 - 64 | 15% | 11% | 14% |
| 65 years or older | 19% C | 15% C | 7% |
| Total | 100% | 100% | 100% |

Table 212: Question #24 by Type of Survey (Scientific, Open Workshop, Open Online)

| What is your race/ethnicity? (Please check all that apply.)* | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| American Indian or Alaskan native | 2% | 3% | 3% |
| Asian or Pacific Islander | 11% | 4% | 5% |
| Black or African American | 4% | 0% | 3% |
| Hispanic/Latino/Spanish | 67% | 68% | 64% |
| White/Caucasian | 30% | 26% | 31% |
| Other (specify)* | 4% | 5% | 4% |

Table 213: Language in Which Survey Was Completed by Type of Survey (Scientific, Open Workshop, Open Online)

| Language in Which Survey Was Completed | Scientific (A) | Open Workshop (B) | Open Online (C) |
|---|---|---|---|
| English | 0% | 80% | 92% B |
| Spanish | 0% | 20% C | 8% |
| Total | 0% | 100% | 100% |

# Appendix E: Survey Methodology

## Survey Purpose

The City of Oxnard is developing a parks and recreation Master Plan. As a part of this planning process, a survey of residents was commissioned to capture community opinion about issues that will be addressed in the plan. For more information on this effort, please contact Eric Humel at eric.humel@oxnard.org.

## Developing the Questionnaire

The roughly three-page questionnaire was developed through an iterative process between the staff of the City of Oxnard, DesignWorkshop (the consultant working on the plans), and NRC. A copy of the questionnaire can be found in *Appendix F: Survey Materials*.

## Selecting Survey Recipients for the Scientific Mailed Survey

"Sampling" refers to the method by which survey recipients are chosen. The "sample" refers to all those who were given a chance to participate in the survey. Ideally, the chosen survey recipients should be representative of all eligible survey recipients. Randomly selecting survey recipients ensures that this will occur.

All households located in the Oxnard city limits were eligible to be a part the survey; 1,800 were selected at random to receive the survey. Because local governments generally do not have inclusive lists of all the residences in the jurisdiction (tax assessor and utility billing databases often omit rental units), lists from the United States Postal Service (USPS), updated every three months, usually provide the best representation of all households in a specific geographic location. NRC used the USPS data to select the sample of households. Addresses from the zip codes serving the city were geocoded (mapped to a specific latitude and longitude). Addresses outside the city were excluded, while addresses within were geocoded within four areas to permit results to be compared geographically. (The map on the next page shows the four areas.)

Systematic sampling is a procedure whereby a complete list of all possible addresses is culled, selecting every Nth one until the appropriate number of households is sampled. This procedure was used to select the 1,800 survey recipients. Multi-family housing units were oversampled to compensate for single-family housing unit residents' tendency to return surveys at a higher rate.

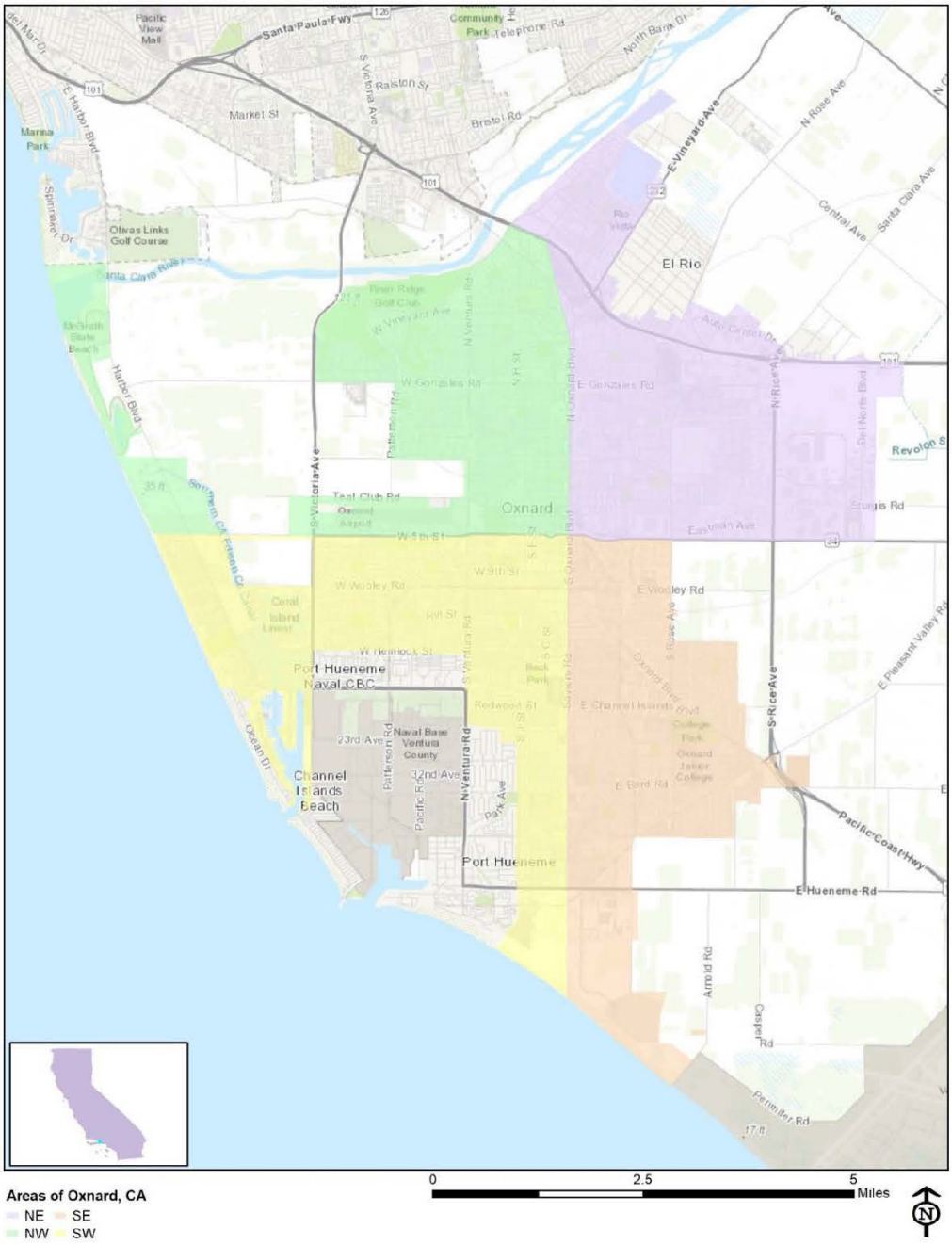
## Administering the Mailed Scientific Survey

The database of selected household addresses was processed for certification and verification, using use CASS™/NCOA software that relies on the USPS National Directory information to verify and standardize the address elements and assign each a complete, nine-digit zip code where possible.

Each of these survey recipients were contacted by mail a total of three times in October 2019. The first mailing was a prenotification postcard announcing the upcoming survey. About a week after the prenotification postcard was sent the first wave of the survey was sent. This packet included the roughly three-page questionnaire with a message of introduction and a postage-paid return envelope. A week later a second survey was mailed, with instructions to recycle the survey if they had already responded to the first survey. A copy of the survey materials can be

found in *Appendix F: Survey Materials*. A total of 164 completed surveys were returned, for a response rate of 9%.

**Figure 17: Map of Survey Geographic Areas**



### *Confidence Intervals*

The 95% confidence interval (or "margin of error") quantifies the "sampling error" or precision of the estimates made from the survey results. A 95% confidence interval can be calculated for any sample size, and indicates that in 95 of 100 surveys conducted like this one, for a particular item, a result would be found that is within a certain range if everyone in the population of interest was surveyed. The practical difficulties of conducting any resident survey may introduce other sources of error in addition to sampling error. Despite the best efforts to boost participation and ensure potential inclusion of all households, some selected households will decline participation in the survey (referred to as non-response error) and some eligible households may be unintentionally excluded from the listed sources for the sample (referred to as coverage error). Coverage error is very low for this survey, as the USPS delivery sequence file is used to select addresses, which has nearly complete coverage of all households. For this survey, with 164 responses, the 95% confidence interval is plus or minus 7.7 percentage points.

### Survey Processing (Data Entry)

Mailed surveys were returned to NRC directly via postage-paid business reply envelopes. Once received, staff assigned a unique identification number to each questionnaire. Additionally, each survey was reviewed and "cleaned" as necessary. For example, a question may have asked a respondent to pick two items out of a list of five, but the respondent checked three; NRC staff would choose randomly two of the three selected items to be coded in the dataset.

Once all surveys were assigned a unique identification number, they were entered into an electronic dataset. This dataset was subject to a data entry protocol of "key and verify," in which survey data were entered twice into an electronic dataset and then compared. Discrepancies were evaluated against the original survey form and corrected. Range checks as well as other forms of quality control were also performed.

### Analyzing the Results

One of the first steps in the data analysis was to statistically adjust the survey results so that the demographic profile of the respondents mirrors that of the population as a whole. This process is known as "weighting" the data. The primary objective of weighting survey data is to make the survey sample reflective of the larger population of the community. This is done by:
1) reviewing the sample demographics and comparing them to the population norms from the most recent sources and 2) comparing the responses to different questions for demographic subgroups. The demographic characteristics that are least similar to the known demographic profile and yield the most different results are the best candidates for data weighting. For this project, the population norms came from the US Census Bureau's 2016 American Community Survey 5-year estimates. The variables included in the weighting scheme were housing tenure (rent or own) age, sex, ethnicity, presence of children in households and presence of seniors in household. The results of the weighting scheme are presented in the table on the next page. With only 164 cases, the weighting did not completely correct the demographic profile, but did make it much closer.

| Characteristic | Population Norm | Unweighted | Weighted |
|---|---|---|---|
| Tenure | | | |
| Rent | 47% | 23% | 44% |
| Own | 53% | 77% | 56% |
| Sex | | | |
| Male | 50% | 47% | 47% |
| Female | 50% | 53% | 53% |
| Age | | | |
| 18-34 years old | 38% | 13% | 33% |
| 35-54 years old | 36% | 30% | 34% |
| 55+ years old | 26% | 57% | 33% |
| Ethnicity | | | |
| Hispanic | 69% | 46% | 67% |
| Not Hispanic | 31% | 54% | 33% |
| Presence of children age 18 or younger in household | | | |
| Children in household | 50% | 50% | 56% |
| NO children in household | 50% | 50% | 44% |
| Presence of older adults age 65 or older in household | | | |
| Older adults in household | 26% | 55% | 34% |
| NO older adults in household | 74% | 45% | 66% |

The electronic dataset was analyzed using the Statistical Package for the Social Sciences (SPSS). For the most part, frequency distributions and average (mean) ratings are presented in the body of the report. A complete set of frequencies for each survey question is presented in *Appendix A: Responses to Survey Questions*. Chi-square or ANOVA tests of significance were applied to these breakdowns of selected survey questions. A "p-value" of 0.05 or less indicates that there is less than a 5% probability that differences observed between groups are due to chance; or in other words, a greater than 95% probability that the differences observed in the selected categories of the sample represent "real" differences among those populations.

## Open Participation Survey

As well as the scientific survey administered as described above, an open participation survey was made available. A URL of the survey link was publicized by the City of Oxnard, and anyone who wished to could go online to complete the survey. In addition, surveys were distributed at a workshop. A total of 418 individuals answered at least one question on the survey; 305 to the online survey and 113 to the survey distributed at the workshop. These results can be found in *Appendix C: Responses to Survey Questions – Open Participation Survey*, while comparisons to the scientific survey are found in *Appendix D: Comparison of Scientific Survey Results with Open Participation Online Survey Results.*

## Appendix F: Survey Materials

A copy of the survey materials appear on the following pages.

Dear Oxnard Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to answer questions about how we can make Oxnard's parks better.

Please open and complete the survey when it arrives in the next few days!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

Estimado Residente de Oxnard,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido seleccionado aleatoriamente para responder preguntas sobre cómo podemos mejorar los parques de Oxnard.

¡Por favor abra y complete la encuesta cuando le llegue en los próximos días!

Atentamente,

Dear Oxnard Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to answer questions about how we can make Oxnard's parks better.

Please open and complete the survey when it arrives in the next few days!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

Estimado Residente de Oxnard,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido seleccionado aleatoriamente para responder preguntas sobre cómo podemos mejorar los parques de Oxnard.

¡Por favor abra y complete la encuesta cuando le llegue en los próximos días!

Atentamente,

Dear Oxnard Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to answer questions about how we can make Oxnard's parks better.

Please open and complete the survey when it arrives in the next few days!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

Estimado Residente de Oxnard,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido seleccionado aleatoriamente para responder preguntas sobre cómo podemos mejorar los parques de Oxnard.

¡Por favor abra y complete la encuesta cuando le llegue en los próximos días!

Atentamente,

Dear Oxnard Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to answer questions about how we can make Oxnard's parks better.

Please open and complete the survey when it arrives in the next few days!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

Estimado Residente de Oxnard,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido seleccionado aleatoriamente para responder preguntas sobre cómo podemos mejorar los parques de Oxnard.

¡Por favor abra y complete la encuesta cuando le llegue en los próximos días!

Atentamente,

Dear Oxnard Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to answer questions about how we can make Oxnard's parks better.

Please open and complete the survey when it arrives in the next few days!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

Estimado Residente de Oxnard,

¡No le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido seleccionado aleatoriamente para responder preguntas sobre cómo podemos mejorar los parques de Oxnard.

¡Por favor abra y complete la encuesta cuando le llegue en los próximos días!

Atentamente,

Eric Humel

Eric Humel, Interim Project Manager

CITY OF OXNARD CALIFORNIA

Public Works Department
Attn: Eric Humel
305 West Third St., 3rd Floor
Oxnard, CA 93030

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

CITY OF OXNARD CALIFORNIA

Public Works Department
Attn: Eric Humel
305 West Third St., 3rd Floor
Oxnard, CA 93030

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

CITY OF OXNARD CALIFORNIA

Public Works Department
Attn: Eric Humel
305 West Third St., 3rd Floor
Oxnard, CA 93030

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

CITY OF OXNARD CALIFORNIA

Public Works Department
Attn: Eric Humel
305 West Third St., 3rd Floor
Oxnard, CA 93030

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

CITY OF OXNARD CALIFORNIA

# Show Us the Way:
# Guiding the Master Plan for Oxnard Parks & Recreation

Dear Oxnard Resident,

**We want to hear from you!** Please help us shape the future of parks in Oxnard by taking a few minutes to fill out the enclosed survey.

Your participation is very important, especially since your household is one of only a small number of households randomly selected to receive the survey. The results will be used by the City as they create a Parks and Recreation Master Plan.

A few things to remember:

- Your responses are completely anonymous.
- An adult age 18 or older who is familiar with the parks activities of the household should complete the survey.
- You may return the survey by mail in the enclosed postage-paid envelope.

If you have any questions about the survey, please call the Public Works Hotline at 805-385-8280.

Thank you for your time and participation!

Sincerely,

Eric Humel

Eric Humel, Interim Project Manager

## City of Oxnard Parks and Recreation Master Plan Resident Survey

**1. What is the one thing you would most like Oxnard to be known for?**

_____

**2. How much do you agree or disagree with each of the following statements about Oxnard's parks?**

| | Strongly agree | Somewhat agree | Somewhat disagree | Strongly disagree | Don't know |
|---|---|---|---|---|---|
| The landscape, fields and facilities (benches, picnic tables, etc.) are well taken care of | 1 | 2 | 3 | 4 | DK |
| I am satisfied with the programs/activities the City offers in the parks | 1 | 2 | 3 | 4 | DK |
| Parks are equitably distributed within the city | 1 | 2 | 3 | 4 | DK |
| I feel welcome at the parks | 1 | 2 | 3 | 4 | DK |
| The parks are safe and pleasant | 1 | 2 | 3 | 4 | DK |

**3. During the past year, on average, how often did you visit the beach in Oxnard?**

❑ Never ❑ Less than once per week ❑ 1 time per week ❑ 2-4 times per week ❑ 4+ times per week ❑ Not sure

**4. What are some reasons you or other members of your household don't visit Oxnard's beach more often? Please CHECK ALL the reasons that apply.**

❑ Didn't know it was open to the public
❑ I/we don't feel welcome there
❑ It is not easy to get to it
❑ There is no lifeguard
❑ None, I/we use it often
❑ Don't like having the power plant near beach
❑ It is too hard to park
❑ The beach is not well-maintained
❑ The beach is crowded
❑ Other: _____

**5. How important, if at all, do you think it is for the beach in Oxnard to serve the following purposes?**

| | Essential | Very important | Somewhat important | Not at all important | Don't Know |
|---|---|---|---|---|---|
| Provide residents easy access to a beach and the ocean | 1 | 2 | 3 | 4 | DK |
| Contribute to the identity of Oxnard | 1 | 2 | 3 | 4 | DK |
| Be a place to enjoy nature, including plants, animals and birds | 1 | 2 | 3 | 4 | DK |
| Be a place to swim | 1 | 2 | 3 | 4 | DK |
| Contribute to Oxnard's local economy by attracting tourists and visitors | 1 | 2 | 3 | 4 | DK |

**6. During the past year, on average, how often did you visit an Oxnard city park, including playgrounds, picnic areas or sports fields?**

❑ Never ❑ Less than once per week ❑ 1 time per week ❑ 2-4 times per week ❑ 4+ times per week ❑ Not sure

**7. How much do you agree or disagree with each of the following statements about Oxnard city parks?**

| | Strongly agree | Somewhat agree | Somewhat disagree | Strongly disagree | Don't know |
|---|---|---|---|---|---|
| They are hard to get to | 1 | 2 | 3 | 4 | DK |
| Lack of restrooms is a problem | 1 | 2 | 3 | 4 | DK |
| Lack of amenities, like trash bins and benches, is a problem | 1 | 2 | 3 | 4 | DK |
| Lack of lighting is a problem | 1 | 2 | 3 | 4 | DK |
| I am concerned about personal safety when visiting parks | 1 | 2 | 3 | 4 | DK |
| The parks are overcrowded | 1 | 2 | 3 | 4 | DK |

**8. City parks serve various purposes within a community, some of which are listed below. Please tell us how important, if at all, providing each purpose is to you and your household.**

| | Essential | Very important | Somewhat important | Not at all important | Don't Know |
|---|---|---|---|---|---|
| "Green spaces" within the city | 1 | 2 | 3 | 4 | DK |
| Places for rest and relaxation | 1 | 2 | 3 | 4 | DK |
| Sports fields (e.g., soccer, football, softball, baseball, lacrosse) | 1 | 2 | 3 | 4 | DK |
| Open grassy play spaces (for kids or adults to play their own games like tag, frisbee, croquet, etc.) | 1 | 2 | 3 | 4 | DK |
| Court sports (e.g., tennis, basketball) | 1 | 2 | 3 | 4 | DK |
| Family and group gathering places | 1 | 2 | 3 | 4 | DK |
| Playground equipment | 1 | 2 | 3 | 4 | DK |
| Places to walk or jog | 1 | 2 | 3 | 4 | DK |
| Places for nature or wildlife | 1 | 2 | 3 | 4 | DK |

**9. For each of the following types of facilities or places, please tell us whether you think there is too many, too few or about the right amount.**

| | Far too many | Too many | About right | Too few | Far too few | Don't know |
|---|---|---|---|---|---|---|
| Playgrounds | 1 | 2 | 3 | 4 | 5 | DK |
| Community gardens | 1 | 2 | 3 | 4 | 5 | DK |
| Park trails and paths for walking/running/biking | 1 | 2 | 3 | 4 | 5 | DK |
| Places for off-leash dogs to play or exercise | 1 | 2 | 3 | 4 | 5 | DK |
| Outdoor sports courts (e.g., tennis, handball, pickleball, basketball, etc.) | 1 | 2 | 3 | 4 | 5 | DK |
| Outdoor open sports fields (e.g., soccer, football, lacrosse, etc.) | 1 | 2 | 3 | 4 | 5 | DK |
| Outdoor softball and baseball fields | 1 | 2 | 3 | 4 | 5 | DK |
| Places for picnicking | 1 | 2 | 3 | 4 | 5 | DK |
| Places for group gatherings (barbecues, birthday parties) | 1 | 2 | 3 | 4 | 5 | DK |
| Places for special events (e.g., festivals, concerts, running races) | 1 | 2 | 3 | 4 | 5 | DK |
| Open space and natural areas | 1 | 2 | 3 | 4 | 5 | DK |
| Indoor recreation and sports centers | 1 | 2 | 3 | 4 | 5 | DK |
| Swimming pools | 1 | 2 | 3 | 4 | 5 | DK |
| Community centers (places for youth programs, senior programs, education programs, etc.) | 1 | 2 | 3 | 4 | 5 | DK |
| Environmental education facilities | 1 | 2 | 3 | 4 | 5 | DK |

Any others? _____

**The City of Oxnard is determining important guiding principles for future parks and recreation programming, and sometimes trade-offs need to be made. We know that all the statements below may or may not reflect values that are important to you, but we want you to choose ONE from each pair that you believe is more important for Oxnard.**

**10. Park space should be devoted . . .**

- ❑ mostly to **popular sports,** like soccer, baseball and basketball, because those serve the most number of people
- ❑ to some popular sports, but also include **diverse opportunities** like arboretums and nature trails

**11. New park spaces should . . .**

- ❑ provide **additional soccer fields**, as this is very popular and there are not enough fields to meet demand
- ❑ provide **other passive and active recreation opportunities** that cannot be found at other parks

**12. Which choice should the City make to stay within their budget? They should . . .**

- ❑ **take care of all existing parks but at a lower level of service,** offering fewer programs and reduced facility hours
- ❑ **eliminate some programs and facilities**

**13. Restrooms should be . . .**

- ❑ placed in all city parks, which would be expensive to build and take care of
- ❑ placed only in the most popular parks

**14. Lighting of courts (basketball and tennis) at night should be . . .**

- ❑ in all parks
- ❑ only in the most used parks

**15. How do you think the City should approach taking care of parks and trails? (Please check only one.)**

- ❑ Spread out the effort evenly across all parks, even if it means all are taken care of at a lower quality
- ❑ Work first on the existing parks that need the most taking care of and investment
- ❑ Work first on the existing parks that are used the most

**16. How much would you support or oppose creating a bike and walking path along the river?**

❑ strongly support ❑ somewhat support ❑ somewhat oppose ❑ strongly oppose

**17. The City of Oxnard is exploring ways to fund parks and recreation in the future. How much do you agree or disagree with each of the following funding options?**

| | Strongly agree | Somewhat agree | Somewhat disagree | Strongly disagree | Don't Know |
|---|---|---|---|---|---|
| Recreation and sports programs must pay for themselves through user fees | 1 | 2 | 3 | 4 | DK |
| Profitable or popular programs (such as sports leagues and swimming lessons) can help pay for less profitable programs (such as therapeutic, senior and youth programs) | 1 | 2 | 3 | 4 | DK |
| The City should supplement the cost of building new parks and maintaining existing parks by using different revenue sources, such as grants and donations | 1 | 2 | 3 | 4 | DK |
| The City should supplement the cost of building new parks and maintaining existing parks through a new tax | 1 | 2 | 3 | 4 | DK |
| Individuals living outside Oxnard should pay higher fees for participating in recreation programs | 1 | 2 | 3 | 4 | DK |

**18. What other comments, if any, would you like to make about parks and recreation in Oxnard?**

_____

_____

## About You and Your Household

**19. Do you rent or own your home?**

❑ Rent ❑ Own

**20. Counting yourself how many people live in your household?** .._____ *people*

**21. Do any of the following live in your household?**

| | yes | no |
|---|---|---|
| Children age 12 and under | ❑ | ❑ |
| Teenagers ages 13 to 19 | ❑ | ❑ |
| Adults aged 65 or older (including yourself) | ❑ | ❑ |

**22. What is your gender?**

❑ Female ❑ Male

**23. Which of the following best describes your age?**

- ❑ 18 - 24
- ❑ 25 - 34
- ❑ 35 - 44
- ❑ 45 - 54
- ❑ 55 - 64
- ❑ 65 years or older

**24. What is your race/ethnicity? (Please check all that apply.)**

- ❑ American Indian or Alaskan native
- ❑ Asian or Pacific Islander
- ❑ Black or African American
- ❑ Hispanic/Latino/Spanish
- ❑ White/Caucasian
- ❑ Other_____

Thank you! The City of Oxnard greatly appreciates your responses! Please return the survey in the enclosed postage paid envelope to: National Research Center, Inc.; 2955 Valmont Road, Suite 300; Boulder, CO 80301

CITY OF OXNARD CALIFORNIA

# Muéstrenos el Camino:
# Guiando el Plan Maestro para Parques & Recreación de Oxnard

Estimado Residente de Oxnard,

**¡Queremos escuchar de usted!** Por favor ayúdenos a moldear el futuro de los parques en Oxnard tomando unos cuantos minutos para rellenar la encuesta adjunta.

Su participación es muy importante, especialmente porque su hogar es uno de sólo un pequeño número de hogares seleccionados al azar para recibir la encuesta. Los resultados serán utilizados por la Ciudad conforme crean un Plan Maestro para Parques y Recreación.

Algunas cosas que recordar:

- Sus respuestas son completamente anónimas.
- Un adulto con edad de 18 años o mayor del hogar que esté familiarizado con las actividades en los parques debe completar la encuesta.
- Usted puede devolver la encuesta por correo en el sobre pre-pagado adjunto.

Si tiene alguna pregunta sobre la encuesta, por favor llame a la Public Works Hotline (Línea Directa de Obras Públicas) al 805-385-8280.

¡Gracias por su tiempo y participación!

Atentamente,

Eric Humel

Eric Humel, Director Intermedio de Proyectos

## Encuesta para Residentes sobre el Plan Maestro de Parques y Recreación de la Ciudad de Oxnard

**1. ¿Cuál es una cosa por la que más le gustaría que se conociera a Oxnard?**

_____

**2. ¿Qué tanto está de acuerdo o en desacuerdo con cada una de las siguientes declaraciones sobre los parques de Oxnard?**

| | Fuertemente de acuerdo | Algo de acuerdo | Algo en desacuerdo | Fuertemente en desacuerdo | No sé |
|---|---|---|---|---|---|
| El paisaje, los campos e instalaciones (bancos, mesas de picnic, etc.) se cuidan bien | 1 | 2 | 3 | 4 | NS |
| Estoy satisfecho(a) con los programas/las actividades que ofrece la Ciudad en los parques | 1 | 2 | 3 | 4 | NS |
| Los parques están distribuidos equitativamente dentro de la ciudad | 1 | 2 | 3 | 4 | NS |
| Me siento bienvenido(a) en los parques | 1 | 2 | 3 | 4 | NS |
| Los parques son seguros y agradables | 1 | 2 | 3 | 4 | NS |

**3. Durante el último año, en promedio, ¿qué tan a menudo visitó la playa en Oxnard?**

❑ Nunca ❑ Menos de 1 vez por semana ❑ 1 vez por semana ❑ Entre 2-4 veces por semana ❑ Más de 4 veces por semana ❑ No estoy seguro(a)

**4. ¿Cuáles son algunas razones por las que usted u otros miembros de su hogar no visitan la playa de Oxnard más a menudo? Por favor MARQUE TODAS las razones que apliquen.**

❑ No sabía que estaba abierta al público
❑ No nos sentimos bienvenidos ahí
❑ No es fácil llegar a ella
❑ No hay ningún salvavidas
❑ Ninguna, nosotros la usamos a menudo
❑ No me gusta tener la central eléctrica cerca de la playa
❑ Es demasiado difícil parquearse
❑ La playa no se mantiene bien
❑ La playa está congestionada
❑ Otra: _____

**5. ¿Qué tan importante cree, si lo cree, que la playa en Oxnard sirva para los siguientes propósitos?**

| | Esencial | Muy Importante | Algo Importante | No importante en absoluto | No Sé |
|---|---|---|---|---|---|
| Proporcionar a los residentes acceso fácil a la playa y al océano | 1 | 2 | 3 | 4 | NS |
| Contribuir a la identidad de Oxnard | 1 | 2 | 3 | 4 | NS |
| Ser un lugar para disfrutar la naturaleza, incluyendo plantas, animales y aves | 1 | 2 | 3 | 4 | NS |
| Ser un lugar para nadar | 1 | 2 | 3 | 4 | NS |
| Contribuir a la economía local de Oxnard atrayendo turistas y visitantes | 1 | 2 | 3 | 4 | NS |

**6. Durante el último año, en promedio, ¿qué tan a menudo visitó un parque de la ciudad en Oxnard, incluyendo patios de juegos, áreas de picnic o campos para deportes?**

❑ Nunca ❑ Menos de una vez por semana ❑ 1 vez por semana ❑ Entre 2-4 veces por semana ❑ Más de 4 veces por semana ❑ No estoy seguro(a)

**7. ¿Qué tanto está de acuerdo o en desacuerdo con cada una de las siguientes declaraciones sobre los parques en la ciudad de Oxnard?**

| | Fuertemente de acuerdo | Algo de acuerdo | Algo en desacuerdo | Fuertemente en desacuerdo | No sé |
|---|---|---|---|---|---|
| Es difícil llegar a ellos | 1 | 2 | 3 | 4 | NS |
| La falta de baños es un problema | 1 | 2 | 3 | 4 | NS |
| La falta de comodidades, como basureros y bancos, es un problema | 1 | 2 | 3 | 4 | NS |
| La falta de iluminación es un problema | 1 | 2 | 3 | 4 | NS |
| Estoy preocupado(a) por la seguridad personal al visitar los parques | 1 | 2 | 3 | 4 | NS |
| Los parques están demasiado congestionados | 1 | 2 | 3 | 4 | NS |

**8. Los parques de la ciudad sirven para varios propósitos dentro de una comunidad, algunos de los cuales están listados abajo. Por favor díganos qué tan importante es para usted y su hogar, si lo es, proporcionar cada propósito.**

| | Esencial | Muy Importante | Algo Importante | No importante en absoluto | No Sé |
|---|---|---|---|---|---|
| "Zonas verdes" dentro de la ciudad | 1 | 2 | 3 | 4 | NS |
| Lugares para descanso y relajación | 1 | 2 | 3 | 4 | NS |
| Campos para deportes (p.ej., fútbol, fútbol norteamericano, softball, béisbol, lacrosse) | 1 | 2 | 3 | 4 | NS |
| Espacios abiertos herbosos para juego (para que los niños o adultos jueguen sus propios juegos como "te pillo" (tag), frisbi, cróquet, etc.) | 1 | 2 | 3 | 4 | NS |
| Deportes de cancha (p.ej., tenis, básquetbol) | 1 | 2 | 3 | 4 | NS |
| Lugares para reunión de familia y en grupo | 1 | 2 | 3 | 4 | NS |
| Equipo para patios de juego | 1 | 2 | 3 | 4 | NS |
| Lugares para caminar o trotar | 1 | 2 | 3 | 4 | NS |
| Lugares para naturaleza o vida salvaje | 1 | 2 | 3 | 4 | NS |

**9. Para cada uno de siguientes tipos de instalaciones públicas o lugares, por favor díganos si usted piensa que hay demasiados, muy pocos o lo bueno.**

| | Súper demasiados | Demasiados | Lo bueno | Muy pocos | Demasiado pocos | No sé |
|---|---|---|---|---|---|---|
| Patios de juego | 1 | 2 | 3 | 4 | 5 | NS |
| Jardines comunitarios | 1 | 2 | 3 | 4 | 5 | NS |
| Sendas y caminos de parque para caminar/correr/andar en bicicleta | 1 | 2 | 3 | 4 | 5 | NS |
| Lugares para que perros sin correa jueguen o hagan ejercicio | 1 | 2 | 3 | 4 | 5 | NS |
| Canchas de deportes al aire libre (p.ej., tenis, balonmano, 'pickleball', básquetbol, etc.) | 1 | 2 | 3 | 4 | 5 | NS |
| Campos para deportes abiertos al aire libre (p.ej., fútbol, fútbol norteamericano, lacrosse, etc.) | 1 | 2 | 3 | 4 | 5 | NS |
| Campos para softbol y béisbol al aire libre | 1 | 2 | 3 | 4 | 5 | NS |
| Lugares para hacer un picnic | 1 | 2 | 3 | 4 | 5 | NS |
| Lugares para reuniones en grupo (parrilladas, fiestas de cumpleaños) | 1 | 2 | 3 | 4 | 5 | NS |
| Lugares para eventos especiales (p.ej., festivales, conciertos, carreras a pie) | 1 | 2 | 3 | 4 | 5 | NS |
| Áreas de espacio abierto y naturales | 1 | 2 | 3 | 4 | 5 | NS |
| Centros de recreación y deportes interiores | 1 | 2 | 3 | 4 | 5 | NS |
| Piscinas | 1 | 2 | 3 | 4 | 5 | NS |
| Centros comunitarios (lugares para programas juveniles, programas para adultos de tercera edad, programas educativos, etc.) | 1 | 2 | 3 | 4 | 5 | NS |
| Instalaciones públicas para educación ambiental | 1 | 2 | 3 | 4 | 5 | NS |

¿Algún otro? _____

**La Ciudad de Oxnard está determinando principios de guía importantes para la programación futura de parques y recreación, y a veces se necesita realizar compensaciones. Sabemos que todas las declaraciones abajo podrían o no podrían reflejar valores que son importantes para usted, pero queremos que usted escoja UNA de cada par que usted crea que sea más importante para Oxnard.**

**10. El espacio del parque debería dedicarse . . .**

- ❑ sobretodo a **deportes populares**, como fútbol, béisbol y básquetbol, porque esos le sirven a la mayoría de las personas
- ❑ a algunos deportes populares, pero incluir también **diversas oportunidades** como arboledas y sendas de la naturaleza

**11. Los espacios nuevos de parque deberían . . .**

- ❑ proporcionar **campos de fútbol adicionales**, ya que esto es muy popular y no hay suficientes campos para alcanzar la demanda
- ❑ proporcionar **otras oportunidades de recreación pasiva y activa** que no puedan encontrarse en otros parques

**12. ¿Cuál elección debería tomar la Ciudad para mantenerse dentro de su presupuesto? Deberían . . .**

- ❑ **cuidar todos los parques existentes pero a un nivel inferior de servicio,** ofreciendo menos programas y horas reducidas de los servicios
- ❑ **eliminar algunos programas e instalaciones**

**13. Los baños deberían . . .**

- ❑ colocarse en todos los parques de la ciudad, lo cual sería caro para construir y cuidar
- ❑ colocarse únicamente en los parques más populares

**14. La iluminación de canchas (básquetbol y tenis) por la noche debería estar . . .**

- ❑ en todos los parques
- ❑ únicamente en los parques más utilizados

**15. ¿Cómo cree usted que debiera abordarse la Ciudad al cuido de parques y sendas? (Por favor marque sólo una.)**

- ❑ Extender el esfuerzo uniformemente sobre todos los parques, aunque signifique que todos se cuidarían con una calidad inferior
- ❑ Trabajar primero en los parques existentes que necesiten el mayor cuidado e inversión
- ❑ Trabajar primero en los parques existentes que se usan más

**16. ¿Qué tanto apoyaría o se opondría usted a crear un camino para andar en bicicleta y caminar al lado del río?**

❑ fuertemente apoyaría ❑ algo apoyaría ❑ algo me opondría ❑ fuertemente me opondría

**17. La Ciudad de Oxnard está explorando maneras de financiar parques y recreación en el futuro. ¿Cuánto está de acuerdo o en desacuerdo con cada una de las siguientes opciones de financiamiento?**

| | Fuertemente de Acuerdo | Algo de Acuerdo | Algo en Desacuerdo | Fuertemente en Desacuerdo | No Sé |
|---|---|---|---|---|---|
| Programas de recreación y deportes deben pagarse por sí mismos por medio de las tarifas de usuarios | 1 | 2 | 3 | 4 | NS |
| Programas productivos o populares (tales como ligas deportivas y lecciones de natación) pueden ayudar en el pago de programas menos productivos (tales como programas terapéuticos, para tercera edad y juveniles) | 1 | 2 | 3 | 4 | NS |
| La Ciudad debería complementar el costo de construir parques nuevos y de mantener parques existentes usando fuentes de ingreso diferentes, tales como becas y donaciones | 1 | 2 | 3 | 4 | NS |
| La Ciudad debería complementar el costo de construir parques nuevos y de mantener parques existentes por medio de un nuevo impuesto | 1 | 2 | 3 | 4 | NS |
| Individuos viviendo fuera de Oxnard deberían pagar tarifas más altas para participar en programas de recreación | 1 | 2 | 3 | 4 | NS |

**18. ¿Cuáles otros comentarios, si hubiera, le gustaría hacer sobre parques y recreación en Oxnard?**

_____

_____

## Sobre Usted y Su Hogar

**19. ¿Usted alquila o es dueño(a) de su hogar?**

❑ Alquilo ❑ Soy dueño(a)

**20. Contándose usted mismo, ¿cuántas personas viven en su hogar?** _____ *personas*

**21. ¿Alguno de los siguientes viven en su hogar?**

| | sí | no |
|---|---|---|
| Niños de 12 años y menor | ❑ | ❑ |
| Adolescentes entre 13 y 19 años | ❑ | ❑ |
| Adultos de 65 años o mayor (incluyéndose usted mismo) | ❑ | ❑ |

**22. ¿Cuál es su género?**

❑ Femenino ❑ Masculino

**23. ¿Cuál de los siguientes describe mejor su edad?**

- ❑ 18 – 24 años
- ❑ 25 – 34 años
- ❑ 35 – 44 años
- ❑ 45 – 54 años
- ❑ 55 – 64 años
- ❑ 65 años o mayor

**¿Cuál es su raza/etnicidad? (Por favor marque todas las que aplican.)**

- ❑ Indígena Americana o Nativo de Alaska
- ❑ Asiática o Isleña del Pacífico
- ❑ Negra o Afroamericana
- ❑ Hispana/Latina/Española
- ❑ Blanca/Caucásica
- ❑ Otra_____

¡Gracias! ¡La Ciudad de Oxnard le agradece mucho sus respuestas! Por favor devuelva la encuesta en el sobre pre-pagado adjunto a: National Research Center, Inc.; 2955 Valmont Road, Suite 300; Boulder, CO 80301

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

# Parks Scorecard Updated 12.20.2020

| Park Name | Turf | Trees/Shrubs | Restrooms | Picnic Structures | Tables/benches | Needs Work? | Playground Equip | Needs Work? | Tennis Court | Needs Work? | Basketball Court | Needs Work? | Baseball Diamond | Horse Shoes | Curb Appeal | WIBMK? | Score | Letter Score |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Beck Park | | 1 | 2 | 3 | | 1 Replace | | 5 | | | | 3 | | 3 | | 2 | 1 | 2.33 D+ |
| Cabrillo Park - 1600 Ebony Dr | | 3 | 4 | | | 3 | | | | | | | | | | 4 | 5 | 3.80 B |
| Carty Park - 3900 S F St | | 3 | 2 | 3 | | 3 | | 3 | | | | | | 3 | | 3 | 2 | 2.75 C |
| College Estates Park - 1400 Gary Dr | | 2 | 4 | 1 | | 2 | | 3 | | | | 3 | | 4 | | 4 | 2 | 2.78 C |
| College Park - 3250 S Rose Ave | | 5 | 4 | 5 | 4 | 3 | | 3 | | | | 5 | | | | 5 | 5 | 4.33 B+ |
| Colonia Park - 170 N Juanita Ave | | 1 | 3 | 3 | | 3 | | 4 | | | | 3 Resurface | | | | 3 | 1 | 2.63 C- |
| Community Center Park East (Lion's Park) 800 Ho | | 2 | 3 | 1 | 3 | 3 | | 2 Repair | | | | 3 | | | 1 | 1 | 1 | 2.00 D |
| Community Center West Park - 801 Hobson Way | | 1 | 3 | 2 | | | | 1 Repair | | | | | | 3 | | 1 | 1 | 1.71 D- |
| Connelly Park - 2101 Bevra | | 3 | 1 | | | 3 | | | | | | | | | | 3 | 5 | 3.00 C |
| Del Sol Park - 1500 Camino Del Sol | | 2 | 4 | 3 | 4 | 5 | | 2 Repair | | | | | | | | 3 | 1 | 3.00 C |
| Durley - 800 W Hill St | | 2 | 4 | 3 | | 5 | | 4 | | | | 4 | | 3 | | 3 | 3 | 3.44 C+ |
| East Village Park - 2051 Jacinto Drive | | 2 | 5 | 5 | | 5 | | 5 | | | | | | | | 4 | 5 | 4.43 B+ |
| Eastwood - 1401 N F St | | 2 | 4 | 3 | | 4 | | 3 Repair | | | | 3 Resurfac | | 3 | | 3 | 4 | 3.22 C |
| Fremont Tot Park - 1130 N. M St | | 3 | 3 | | | 3 | | 3 Repair | | | | | | | | 3 | 3 | 3.00 C |
| Garden City Acres Park - 5302 Cypress Rd | | 2 | 3 | 3 | | 3 Repair | | 4 | | | | 4 Resurface | | | | 4 | 5 | 3.50 B- |
| Johnson Creek - 501 East Johnson Rd | | 1 | 3 | 1 | | 3 | | 3 | | | | | | | | 1 | 1 | 1.86 D |
| Lathrop Park - 600 E Guava St | | 1 | 4 | | | 3 Replace | | 5 | | | | 4 | | | | 4 | 5 | 3.71 B- |
| Lemonwood Park - 2055 E San Mateo Pl | | 1 | 3 | 3 | 4 | 3 Repair | | 3 Repair | | 2 Resurface | | 3 Resurfac | | 2 | | 3 | 5 | 2.91 C |
| Marina West - 1300 S Novato Dr | | 1 | 2 | 2 | | 4 | | 1 Replace | | 4 | | | | | | 2 | 3 | 2.38 D+ |
| Neptune Square - Neptune Square | | | | | | | | 2 Replace | | | | | | | | 1 | 5 | 2.67 C- |
| Orchard Park - 2130 Edelweiss St | | 1 | 3 | 5 | | 4 | | 4 Repair | | 2 Replace | | 1 Replace | | | | 3 | 5 | 3.11 C |
| Oxnard Beach Park - 1601 S Harbor Blvd | | 2 | 4 | 4 | 4 | 4 Repair | | 4 Repair | | | | | | | | 4 | 5 | 3.88 B |
| Plaza Park - 500 S C St | | 4 | 5 | | | 2 Repair | | | | | | | | | | 5 | 5 | 4.20 B |
| Pleasant Valley - 4501 Justin Way | | 2 | 4 | 3 | | 3 Repair | | 2 Repair | | 1 Replace | | 1 Replace | | | | 4 | 4 | 2.67 C- |
| Rio Lindo Park - 841 Blanca St | | 3 | 3 | 3 | | 3 | | 4 | | 4 | | 3 | | 4 | | 5 | 5 | 3.70 B- |
| Sea Air Park - 2011 Ninth St | | 1 | 3 | 2 | | 3 | | 4 | | 3 Resurface | | 4 | | | | 4 | 4 | 3.11 C |
| Seaview Park - 1001 Offshore St | | 4 | 3 | 3 | 3 | 2 Repair | | 3 Repair | | 5 | | 4 | | | | 4 | 5 | 3.60 B- |
| Sierra Linda Park - 1040 Indigo Pl | | 2 | 2 | 3 | | 3 | | 3 Repair | | 3 Resurface | | | | | | 4 | 4 | 3.00 C |
| South Bank Park - 2610 Woodside Pl | | 2 | 2 | | | 3 | | 3 Repair | | | | | | | | 4 | 5 | 3.17 C |
| Southwest Community Park - 2500 W 5th St | | 3 | 5 | | | 4 | | 3 | | | | | | | | 3 | 3 | 3.50 B- |
| Southwinds Park - 455 W Clara St | | 3 | 4 | 4 | | 3 Repair | | 4 | | | | 2 Resurface | | | 3 | 3 | 4 | 3.33 C+ |
| SW Community Park Ext - 2500 W 5th St | | 1 | 2 | 4 | | 4 | | 2 Replace | | | | 2 Resurface | | | | 2 | 3 | 2.50 C- |
| Thompson Park - 201 N Imperial St | | 1 | 4 | 4 | 4 | 2 Replace | | 2 Replace | | | | 4 | | 2 | | 3 | 5 | 3.10 C |
| Via Marina Park - 3301 Keel Way | | 2 | 3 | 3 | | 2 Replace | | 5 | | 5 | | 3 Resurface | | | 1 | 3 | 4 | 3.10 C |
| Wilson Park - 350 N C St | | 2 | 4 | 5 | | 4 | | 2 | | 3 Resurface | | 2 Resurface | | | | 3 | 2 | 3.00 C |

# Appendix D: Fee for Service Update and Adoption of New Fees

| CITY OF OXNARD CALIFORNIA | CITY COUNCIL<br>AGENDA REPORT | TYPE OF ITEM: Public Hearing<br>AGENDA ITEM NO.: 1 |
|---|---|---|

**DATE:** July 24, 2018

**TO:** City Council

**THROUGH:** Alexander Nguyen
City Manager

**FROM:** Deanne Purcell
Interim Finance Director

Deanne Purcell

**SUBJECT:** Fee for Service Update and Adoption of New Fees (10/10/5)

**CONTACT:** Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

**RECOMMENDATION:**

That the City Council hold a public hearing on the proposed new and adjusted service fees, and adopt a resolution establishing new fees and adjusting current fees for the services identified in the attachments and appendices to said resolution.

**BACKGROUND**

In 2015, an organizational assessment was commissioned by the City Council in order to address a number of fiscal and management issues identified. The Organizational Assessment identified the need for review of fees for services.

Under State law, cities are entitled to recover the costs (fees for service) associated with providing certain services, as long as the amount of a fee does not exceed the reasonable estimated cost of providing the service. On June 26, 2018, City Council established financial management policies with the adoption of the budget. Subsection B of section III requires that the full cost of providing services for private benefit be recovered through user fees and charges and that staff conduct annual reviews of activities supported by such fees or charges to determine if existing fees and charges provide full cost recovery.

Determining the cost of providing services is a complex task. To assist the City, in 2016, the

City hired Revenue & Cost Specialists, LLC., recognized experts in cost recovery studies. At that time, they met with all affected departments and developed schedules that identified the costs for services, including all labor, overhead and materials. These costs were then calculated following generally accepted procedures for cost of services studies, and a report generated for review by the City. Much discussion happened between the departments and the consultant to ensure that the proposed fees were in line with the costs to provide the services.

At this time, staff is recommending adjustment to fees for the following departments: Development Services, Public Safety (Fire, CUPA, Police), Cultural & Community Services, Maintenance Services, and Administrative Services (Treasurer, Information Technology). The recommended fees represent the estimated cost of providing the service and are not Consumer Price Index (CPI) adjustments. Exhibit A is a summary of the new fees recommended for adoption as well as the existing fees recommended for adjustment, both per the study.

The fees approved by Council for CUPA on April 17, 2018 erroneously contained a draft version of the fees and not the final version, as such, the CUPA fees are being presented again for adoption consistent with the final version of the study.

## STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

## FINANCIAL IMPACT

The proposed fee adjustment will impact the amount of revenue the City will bring in, however, the additional revenue is dependent upon the actual demand for services, which is difficult to predict. The FY2018-19 budget included an additional $900,000 in new fee increases including Planning Building & Engineering Plan Review, Public Improvement / Grading Plan Check and Inspection, Building Plan Check, and various Cultural & Leisure Services. All collected fees will be deposited into the corresponding fund / account to which services are provided.

**ATTACHMENTS:**

Appendix A - Service Fee Information for 7-24-18

Appendix D - Bldg  Dev Eng fees

Appendix E - PACC Proposed Fees

Appendix E - Recreation Facility Rental Fees

Resolution Establishing and Adjusting Fees and Charges 7-24-18

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

---

**REF #: S-001** **TITLE: CBD DESIGN REVIEW - MAJOR**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,833.27 per application | $2,150 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-002** **TITLE: CBD DESIGN REVIEW - MINOR**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $495.76 per application | $745 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-003** **TITLE: CBD SIGN (OTC) REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $144.60 per application | $140 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-004** **TITLE: SFD DEVELOPMENT DESIGN REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,560.39 per application | $1,595 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-005** **TITLE: NON-SFD DEVELOPMENT DESIGN REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $5,820 per application | $6,300 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-006** **TITLE: DEVELOPMENT PLAN**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $6,153.60 Deposit | This is no longer provided as a separate service. It is part of a Special Use Permit (S-007). |
| plus 5% Development Permit Center Surcharge | |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

---

**REF #: S-007** **TITLE: SPECIAL USE PERMIT**

**CURRENT FEE**

Actual Cost; $7,615.06 Deposit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$8,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

---

**REF #: S-008** **TITLE: SPECIAL USE PERMIT - MINOR**

**CURRENT FEE**

Actual Cost; $3,244.12 Deposit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$4,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

---

**REF #: S-009** **TITLE: COASTAL DEVELOPMENT PERMIT**

**CURRENT FEE**

Actual Cost; $7,615.06 Deposit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$9,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

---

**REF #: S-010** **TITLE: COASTAL DEVELOPMENT REVIEW**

**CURRENT FEE**

$5,820 per application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$6,775 per application (fixed fee)

plus 5% Development Permit Center Surcharge

---

**REF #: S-011** **TITLE: COASTAL PLAN AMENDMENT**

**CURRENT FEE**

Actual Cost; $14,498.87 Deposit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$12,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

---

**REF #: S-012** **TITLE: COASTAL VARIANCE**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,218.52 per application | $3,305 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-013** **TITLE: COASTAL PLAN CONSISTENCY**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $2,104.91 Deposit | $3,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs. |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-014** **TITLE: COASTAL ADMINISTRATIVE MODIFICATION**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,486.24 per application | $1,845 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-015** **TITLE: COASTAL EXEMPTION DETERMINATION**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $910.96 per application | $1,075 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-016** **TITLE: COASTAL EMERGENCY PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,179.49 per application | $1,620 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-017 TITLE: DEVELOPMENT AGMT AUTHORIZATION

**CURRENT FEE**

$2,691.55 per application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$5,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

## REF #: S-018 TITLE: DEVELOPMENT AGREEMENT

**CURRENT FEE**

Actual Cost; $10,328.30 Deposit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$10,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

## REF #: S-019 TITLE: DEVELOPMENT AGREEMENT AMENDMENT

**CURRENT FEE**

Actual Cost; $5,164.15 Deposit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$10,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

## REF #: S-020 TITLE: GENERAL PLAN AMENDMENT

**CURRENT FEE**

Actual Cost; $14,498.87 Deposit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$10,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

## REF #: S-021 TITLE: GENERAL PLAN CONSISTENCY

**CURRENT FEE**

Actual Cost; $2,104.91 Deposit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$3,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

---

**REF #: S-022** **TITLE: SPECIFIC PLAN REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $7,718.34 Deposit<br><br>plus 5% Development Permit Center Surcharge | $10,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

---

**REF #: S-023** **TITLE: SPECIFIC PLAN AMENDMENT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $5,699.16 Deposit<br><br>plus 5% Development Permit Center Surcharge | $7,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

---

**REF #: S-024** **TITLE: PRE-ZONING**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $3,388.72 per application<br><br>plus 5% Development Permit Center Surcharge | $4,050 per application (fixed fee)<br><br>plus 5% Development Permit Center Surcharge |

---

**REF #: S-025** **TITLE: ANNEXATION**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $8,445.45 Deposit<br><br>plus 5% Development Permit Center Surcharge | $15,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

---

**REF #: S-026** **TITLE: PLANNING PRE-APPLICATION REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,772.12 per application<br><br>plus 5% Development Permit Center Surcharge | $3,605 per application (fixed fee)<br><br>plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

---

**REF #: S-027** **TITLE: ZONE CHANGE**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $4,641.54 Deposit<br><br>plus 5% Development Permit Center Surcharge | $6,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

---

**REF #: S-028** **TITLE: ZONE TEXT AMENDMENT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $8,445.45 Deposit<br><br>plus 5% Development Permit Center Surcharge | $9,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

---

**REF #: S-029** **TITLE: VARIANCE**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,910.51 per application<br><br>plus 5% Development Permit Center Surcharge | $3,960 per application (fixed fee)<br><br>plus 5% Development Permit Center Surcharge |

---

**REF #: S-030** **TITLE: REASONABLE ACCOMODATION**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,486.24 per application<br><br>plus 5% Development Permit Center Surcharge | $1,070 per application (fixed fee)<br><br>plus 5% Development Permit Center Surcharge |

---

**REF #: S-031** **TITLE: CEQA EXEMPTION REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $237.55 per application<br><br>plus 5% Development Permit Center Surcharge | $145 per application (fixed fee) plus County fees<br><br>plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

---

**REF #: S-032** **TITLE: ENVIRON. INITIAL STUDY/NEG. DEC.**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $4,538.26 per application | $5,220 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-033** **TITLE: ENVIRON INIT STUDY/MITIGATE NEG DEC**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $8,575.59 per application | $10,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs. |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-034** **TITLE: ENVIRONMENTAL IMPACT REPORT REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Administrative Charge equal to 15% of the EIR Contract Amount | Initial deposit shall be 15% of the EIR Contract Value. Actual Staff Cost for all departments except Fire will be charged at the fully-burdened hourly rate. |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-035** **TITLE: PLANNED DEVELOPMENT PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $7,615.06 Deposit | $8,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs. |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-036** **TITLE: PLANNING MAJOR MODIFICATION**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $4,910.07 Deposit | $6,500 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs. |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-037 TITLE: PLANNING MINOR MODIFICATION

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,486.24 per application | $1,510 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-038 TITLE: DENSITY BONUS

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $3,750.21 per application | $4,570 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-039 TITLE: TENTATIVE MAP REVIEW (PLNG)

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $7,333.09 Deposit | $8,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs. |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-040 TITLE: VESTING TENTATIVE MAP

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $8,547.70 Deposit | $12,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs. |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-041 TITLE: FINAL MAP (PLNG)

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,605.83 per map | $1,195 per map (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

---

**REF #: S-042** **TITLE: LOT LINE ADJUSTMENT (PLNG)**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,016.08 per application | $1,270 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-043** **TITLE: LOT MERGER (PLNG)**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,016.08 per application | $1,270 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-044** **TITLE: PARCEL MAP WAIVER (PLNG)**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,743.20 per application | $3,815 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-045** **TITLE: CERTIFICATE OF COMPLIANCE**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $993.58 per application | Planning Services - $1,150 per application (fixed fee)<br>Engineering Services - deposit determined by Engineering staff with charges at the fully allocated hourly rate for all Engineering personnel involved plus any outside costs. |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-046** **TITLE: ACCESSORY DWELLING UNIT REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,569.90 per application | $1,705 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

**REF #: S-047** **TITLE: RESIDENTIAL CARE FACILITY**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,197.05 per application | $1,595 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-048** **TITLE: LARGE FAMILY DAY CARE**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $412.10 per application | $605 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-049** **TITLE: SPECIAL USE PERMIT - ALCOHOL**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,982 per application | $3,490 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-050** **TITLE: SPECIAL USE PERMIT - WIRELESS**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $7,436.38 per application | $6,790 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-051** **TITLE: WIRELESS ADMINISTRATIVE PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $4,743.79 per application | $3,390 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-052** **TITLE: MOBILE HOME REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $868.61 per application | $930 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-053 TITLE: ART PROPOSAL REVIEW

**CURRENT FEE**

$1,119.59 per application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

This service is no longer provided.

## REF #: S-054 TITLE: MILLS ACT AGREEMENT

**CURRENT FEE**

$724.01 per application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$1,500 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

## REF #: S-055 TITLE: MILLS ACT ANNUAL INSPECTION

**CURRENT FEE**

$201.40 per year

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$325 per year (fixed fee)

plus 5% Development Permit Center Surcharge

## REF #: S-056 TITLE: CULT. HERITAGE CERT. OF APPROP.

**CURRENT FEE**

$205.53 per application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

Actual Cost of Service plus 15%

plus 5% Development Permit Center Surcharge

## REF #: S-057 TITLE: CULTURAL HERITAGE REV - PUB HRNG

**CURRENT FEE**

Actual Cost; $2,237.11 Deposit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$2,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-058 TITLE: PLANNING ADULT BUSINESS REVIEW

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $6,000 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-059 TITLE: MEDICAL CANNABIS DELIVERY PERMIT

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | New - $280<br>Renewal - $280 |

## REF #: S-060 TITLE: MEDICAL CANNABIS DELIV. DRIVER PRMT

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | New - $295<br>Renewal - $270 |

## REF #: S-061 TITLE: MEDICAL CANNABIS DELIVERY APPEAL

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $555 per appeal |

## REF #: S-062 TITLE: STREET VACATION

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,070.82 per application<br><br>plus 5% Development Permit Center Surcharge | $1,840 per application plus deposit determined by staff with charges at the fully allocated hourly rate for all Engineering personnel involved plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-063 TITLE: STREET NAMING/RENAMING

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,743.20 per application<br><br>plus 5% Development Permit Center Surcharge | $3,740 per application (fixed fee)<br><br>plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

**REF #: S-064** **TITLE: TIME EXTENSION (ADMINISTRATIVE)**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $444.12 per application | $575 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-065** **TITLE: TEMPORARY USE PERMIT - TIER 1**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $103.28 per application | $195 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-066** **TITLE: TEMPORARY USE PERMIT - TIER 2**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $247.88 per application | $345 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-067** **TITLE: TEMPORARY USE PERMIT - TIER 3**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost; $598.01 Deposit | $865 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-068** **TITLE: TEMP.USE PERMIT - SECURITY DEPOSIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $393.46 per permit | $750 deposit with charges at the fully allocated hourly rate for all personnel involved plus any outside costs. |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-069** **TITLE: PLANNING APPEAL**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $671.34 per appeal | $1,830 per apppeal (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-070 TITLE: WIRELESS APPEAL

**CURRENT FEE**

Administrative - $1,781.63 per appeal
Planning Commission - 50% of permit fees

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

Administrative - $2,165
Planning Commission - $1,825

(fixed fee)

plus 5% Development Permit Center Surcharge

## REF #: S-071 TITLE: PLANNING BUILDING PLAN REVIEW

**CURRENT FEE**

Minor Alteration/Base Fee - $98.36
Minor Alteration PD - $196.72
Major Alteration - $220.33
Commercial/Industrial Structure - $951.19 per structure
Residential/Subdivision - $1,464.65 per phase, fine grade plan, or grp of model homes
Grading - $216.40

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

Counter Review/Signs/Facades - $120
Minor Alteration - $335
Major Alteration - $560
New Comm/Ind/MFR/Multiple SFDs - $1,115
Grading - $280

plus 5% Development Permit Center Surcharge

## REF #: S-072 TITLE: LANDSCAPE PLAN CHECK/INSPECTION

**CURRENT FEE**

Actual Cost of Service plus 15%

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

Actual Cost of Service plus 15%

plus 5% Development Permit Center Surcharge

## REF #: S-073 TITLE: ARCHITECTURAL REVIEW

**CURRENT FEE**

Actual Cost of Service plus 15%

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

Actual Cost of Service plus 15%

plus 5% Development Permit Center Surcharge

## REF #: S-074 TITLE: HOME OCCUPATION PERMIT

**CURRENT FEE**

$103.28 per application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$80 per application (fixed fee)

plus 5% Development Permit Center Surcharge

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-075 TITLE: ZONE CLEARANCE (BUS.LIC)

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $144.60 per application | $110 per application (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-076 TITLE: PROPERTY OWNERS LIST/MAP

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $144.60 per request | $385 per request (fixed fee) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-077 TITLE: ZONING/STANDARD FORM LETTER

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $129.10 per request | $200 per request |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-078 TITLE: NEWSPAPER/MEDIA PUBLIC NOTICING

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual cost of the service plus 15% | Actual cost of the service plus 15% |

## REF #: S-079 TITLE: ON-SITE POSTING

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual cost of the service plus 15% | Actual cost of the service plus 15% |

## REF #: S-080 TITLE: PLANNING HOURLY BILLING SERVICES

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $140.98 per hour<br>Overtime - $211.47 per hour | Charge the fully allocated hourly rate for all personnel involved plus any outside costs. |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-081 TITLE: OTHER DEPT/CITY ATTORNEY REVIEW

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| City Attorney - $10,328.30 Deposit<br>Other Departments - $5,164.15 Deposit<br><br>plus 5% Development Permit Center Surcharge | $5,000 deposit with charges at the fully allocated hourly rate for all personnel involved from City Attorney or other departments plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-082 TITLE: THIRD PARTY SERVICES

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual Cost of Service plus 15%<br><br>plus 5% Development Permit Center Surcharge | Actual Cost of Service plus 15%<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-083 TITLE: ADDITIONAL SCREEN CHECK REVIEW

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| 25% of all Permit Fees submitted<br><br>plus 5% Development Permit Center Surcharge | 25% of all Permit Fees submitted<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-084 TITLE: PLANNING ELECTRONIC FILE COPY

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $15.49 per disc<br><br>plus 5% Development Permit Center Surcharge | $5 per device (City-Wide Fixed Fee)<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-085 TITLE: PROJECT REVISION

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| 50% of all permit fees submitted | 50% of all permit fees submitted |

## REF #: S-086 TITLE: NOTICE-LAND USE RESTR.+CONDIT.

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $15 fee | This fee has been incorporated into all Discretionary Permits and should be eliminated as a separate fee. |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-087 TITLE: RECORDED DOCUMENT

**CURRENT FEE**

$35.78

**RECOMMENDED FEE**

This service is not being provided and the fee should be eliminated from the fee schedule.

## REF #: S-088 TITLE: DEV ENG PLAN REVIEW - COM'L/IND'L

**CURRENT FEE**

$1,177.43 per application

Traffic Plan Review - $805.61
Traffic Model Update - $320.18 per application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$2,575 per application

Traffic Plan Review - $1,530 per plan
Traffic Model Review - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

## REF #: S-089 TITLE: DEV ENG PLAN REVIEW - RESIDENTIAL

**CURRENT FEE**

$826.26 per application

Traffic Plan Review - $506.09
Traffic Model Update - $320.18

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$1,800 per application

Traffic Plan Review - $955 per plan
Traffic Model Review - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.

plus 5% Development Permit Center Surcharge

## REF #: S-090 TITLE: DEV ENG PRE-APPLIC REV-COM'L/IND'L

**CURRENT FEE**

25% of full fee with full credit towards full application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$705 per review with this fee credited towards future fees for this same project

plus 5% Development Permit Center Surcharge

## REF #: S-091 TITLE: DEV ENG PRE-APPLIC REV-RESIDENTIAL

**CURRENT FEE**

25% of full fee with full credit towards full application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$705 per review with this fee credited towards future fees for this same project

plus 5% Development Permit Center Surcharge

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

**REF #: S-092** **TITLE: DEV ENG MINOR MODIF-COM'L/IND'L**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| 15% of full fee | $770 per application |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-093** **TITLE: DEV ENG MINOR MODIF-RESIDENTIAL**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| 15% of full fee | $515 per application |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-094** **TITLE: DEV ENG MAJOR MODIF-COM'L/IND'L**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| 25% of full fee | $1,285 per application |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-095** **TITLE: DEV ENG MAJOR MODIF-RESIDENTIAL**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| 25% of full fee | $1,285 per application |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-096** **TITLE: TENTATIVE MAP REVIEW (ENG)**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,394.32 per map plus $26.34 per lot | $1,760 per map plus $145 per lot |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-097 TITLE: FINAL MAP REVIEW (ENG)

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,189.60 plus $53.71 per lot<br><br>plus 5% Development Permit Center Surcharge | Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-098 TITLE: LOT LINE ADJUSTMENT (ENG)

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,700.85 per application plus $50.61 per lot being adjusted<br><br>plus 5% Development Permit Center Surcharge | Deposit determined by staff with charges at the fully allocated hourly rates for all involved personnel plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-099 TITLE: LOT MERGER (ENG)

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,700.85 per application plus $24.79 per original parcel being merged<br><br>plus 5% Development Permit Center Surcharge | Deposit determined by staff with charges at the fully allocated hourly rates for all involved personnel plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-100 TITLE: PARCEL MAP WAIVER (ENG)

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $588.71 per application<br><br>plus 5% Development Permit Center Surcharge | Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-101 TITLE: PUB IMP/GRADING PLAN CHECK/INSPECT

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Various fees based on construction valuation or cubic yards.<br><br>See Appendix D of this report for detail | Increase fees by 10%<br><br>See Appendix D of this report for detail |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

**REF #: S-102** **TITLE: ENCR. PMT - ANNUAL UTILITY REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $335.67 per permit | $580 per permit |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-103** **TITLE: UTILITY ENCROACHMENT PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $48.03 per permit | $55 per permit |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-104** **TITLE: ENCR. PMT - CONSTR. MAT'L IN R-O-W**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $92.95 each 5 days | $155 each 5 days |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-105** **TITLE: ENCR. PMT - COMMERCIAL DRIVEWAY**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $526.74 each opening | $860 each opening |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-106** **TITLE: ENCR. PMT - RESIDENTIAL DRIVEWAY**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $289.19 each opening | $315 each opening |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-107** **TITLE: ENCR. PMT - DOCK PILINGS**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $144.60 for the first pile plus $92.95 for each additional pile | $235 for the first pile plus $155 for each additional pile |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-108 TITLE: ENCR. PMT - EXCAVATION

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $289.19 - 1st 100 SF of excavated surface area - earthwork only<br>$1.45 - per SF over 100 SF | $235 - 1st 100 SF of excavated surface area - earthwork only<br>$1.17 - per SF over 100 SF |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-109 TITLE: ENCR. PMT - FIRE FLOW TEST

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $92.95 - 1st test<br>$48.03 - each add'l test at the same location | $155 - 1st test<br>$80 - each add'l test at the same location |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-110 TITLE: ENCR. PMT - FIRE HYDRANT INSTAL'N

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $289.19 (no hot tap) | $470 (no hot tap) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-111 TITLE: ENCR. PMT - FIRELINE BACKFLOW

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $335.67 (no hot tap) | $550 (no hot tap) |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-112 TITLE: ENCR. PMT - HANDICAP ACCESS RAMP

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $240.65 each | $390 each |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

---

**REF #: S-113** **TITLE: ENCR. PMT - WELL/BORING IN R-O-W**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $92.95 - 1st Well or Boring<br>$23.76 - Each Additional Well or Boring at the same site | $155 - 1st Well or Boring<br>$40 - Each Additional Well or Boring at the same site |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-114** **TITLE: ENCR. PMT - PAVEMENT REPAIR**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $289.19 - 1st 100 SF or less of excavated surface area<br>$1.45 - Each additional square foot | $235 - 1st 100 SF or less of excavated surface area<br>$1.17 - Each additional square foot |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-115** **TITLE: ENCR. PMT - SEWER TIE IN**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $289.19 - Existing, each lateral<br>$722.98 - New, if less than 5' deep, each lateral<br>$908.89 - New, if greater than 5' deep, each lateral | $470 - Existing, each lateral<br>$1,175 - New, if less than 5' deep, each lateral<br>$1,485 - New, if greater than 5' deep, each lateral |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-116** **TITLE: ENCR. PMT - TRAFFIC DETOUR INSPECT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $92.95 per permit | $155 per permit |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

---

**REF #: S-117** **TITLE: ENCR. PMT - TREE/STUMP REMOVAL**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $191.07 - 1st Day, per Location<br>$92.95 - Each Additional Day, per Location | $155 - 1st Day, per Location<br>$155 - Each Additional Day, per Location |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-118 TITLE: ENCR. PMT - UTILITY POTHOLING

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $191.07 per permit | $315 per permit |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-119 TITLE: ENCR. PMT - WATER MAIN HOT TAP

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $480.27 per permit | $785 per permit |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-120 TITLE: ENCR. PMT - WATER SERVICE INSTALL

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $480.27 - 2" or smaller, each service, plus ENCR.PMT-PAVING REPAIR<br>$619.70 - 3" or larger, each service, plus ENCR.PMT-PAVING REPAIR | $785 - 2" or smaller, each service, plus Street Cut Repair Charge<br>$1,020 - 3" or larger, each service, plus Street Cut Repair Charge |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-121 TITLE: ENCR. PMT - MISCELLANEOUS

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $92.95 per hour | $155 per hour |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-122 TITLE: ENCROACHMENT PERMIT PLAN REVIEW

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $125 per plan |
| | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-123 TITLE: ENGINEERING HOURLY BILLING SERVICES

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Actual hourly rates<br><br>plus 5% Development Permit Center Surcharge | Charge the fully allocated hourly rate for all personnel involved plus any outside costs.<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-124 TITLE: BUILDING PLAN CHECKING

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Various fees based on construction valuation and individual fees for trade permits.<br><br>See Appendix D of this Report for detail | Charge 85% of Permit fees<br><br>New Construction Plan Check and Inspection:<br>Plumbing - 13% surcharge<br>Electrical - 13% surcharge<br>Mechanical - 7% surcharge<br><br>ADA Surcharge - 20%<br><br>See Appendix D of this Report for detail |

## REF #: S-125 TITLE: BUILDING INSPECTION

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Various fees based on construction valuation and individual fees for trade permits.<br><br>See Appendix D of this Report for detail | No Change is recommended to the Permit fees<br><br>New Construction Plan Check and Inspection:<br>Plumbing - 13% surcharge<br>Electrical - 13% surcharge<br>Mechanical - 7% surcharge<br><br>See Appendix D of this Report for detail |

## REF #: S-126 TITLE: REPORT OF BUILDING RECORDS

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $36.51 - 1/2 hour (est. 1,806 units, revenue = $65,937)<br>$73.02 - Hourly (est. 720 hours, revenue = $52,574)<br><br>plus 5% Development Permit Center Surcharge | $45 - First 1/2 hour<br>$90 - Hourly<br><br>plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-127 TITLE: POLICE ALARM SYSTEM

**CURRENT FEE**

$0 - 1st & 2nd Response in 12 months
$205 - 3rd False Alarm/1st Panic Alarm Response in 12 months
$230 - 4th False Alarm/2nd Panic Alarm Response in 12 months
$280 - 5+ False Alarm/3+ Panic Alarm Response in 12 months
$25 - New Alarm - vaid for 2 years, free to residents 60+
$5 - Alarm Biannual Renewal - vaid for 2 years, free to residents 60+
$79 - Appeal

**RECOMMENDED FEE**

PERMIT HOLDER: $40 - Annual Alarm Permit provides for one false alarm response during the term of the permit (Includes $5 for Alarm Contractor)
$145 - each add'l false alarm for permit holder during the term of the permit
UNPERMITTED ALARM:
$290 - each false alarm without a permit
Within 20 days of false alarm, a permit may be purchased for $215 to cover the cost of the permit, the late fee and the false alarm. Next false alarm: no charge; subsequent: $145
Appeal - $80

## REF #: S-128 TITLE: VEHICLE TOWING - UNLIC DRIVER/BASIC

**CURRENT FEE**

$241 per vehicle

**RECOMMENDED FEE**

$245 per vehicle

## REF #: S-129 TITLE: VEHICLE TOWING - DUI ARREST

**CURRENT FEE**

$416 per vehicle

**RECOMMENDED FEE**

$445 per vehicle

## REF #: S-130 TITLE: VEHICLE TOWING -ABANDON'D VEH.ABATE

**CURRENT FEE**

$149 per vehicle

**RECOMMENDED FEE**

$185 per vehicle

## REF #: S-131 TITLE: DUI COST RECOVERY - POLICE

**CURRENT FEE**

$2.32 per minute

**RECOMMENDED FEE**

$2.56 per minute up to a maximum of $12,000 by State law

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

**REF #: S-132** **TITLE: ALCOHOL SALES COMPLIANCE**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $259/year | $265/Year |

**REF #: S-133** **TITLE: CLEARANCE LETTER**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $21 per letter | $35 per letter |

**REF #: S-134** **TITLE: CONFIRMATION OF ARREST**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $35 per request | $35 per request |

**REF #: S-135** **TITLE: BACKGROUND CHECK**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None<br>(Note: Other cities charge for this service but Oxnard has never charged.) | $20 per check |

**REF #: S-136** **TITLE: LIVE SCAN SERVICE**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $19 per scan | $25 per scan plus any State or Federal fees |

**REF #: S-137** **TITLE: POLICE DEVELOPMENT REVIEW - DAC**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $400 per application |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-138 TITLE: POLICE DEVELOPMENT REVIEW - ALCOHOL

**CURRENT FEE**

None

**RECOMMENDED FEE**

$2,070 per application

## REF #: S-139 TITLE: PERMIT TO SELL CONCEALABLE WEAPON

**CURRENT FEE**

$65 per application plus DOJ fee

**RECOMMENDED FEE**

$125 per application plus DOJ fee

Duplicate - $11

## REF #: S-140 TITLE: PAWN BROKER/SECOND HAND DEALER PRMT

**CURRENT FEE**

Second Hand Dealer - $50 per application (good for 2 years)
Pawn Broker - None

(Note: Pawn Broker Permits are the same process as Second Hand Dealers but have never been charged. Staff should determine if there is a reason or if this is an oversight.)

**RECOMMENDED FEE**

Second Hand Dealer:
New - $50 per application plus DOJ fee (good for 2 years)
Renewal - $30 per application (good for 2 years)
Pawn Broker: (needs to be adopted)
New - $50 per application plus DOJ fee
Renewal - $30 per application

## REF #: S-141 TITLE: MASSAGE ESTABLISHMENT PERMIT

**CURRENT FEE**

$375 per application plus DOJ fees

**RECOMMENDED FEE**

$375 per application plus DOJ fees

## REF #: S-142 TITLE: MASSAGE ESTABLISHMENT RENEWAL

**CURRENT FEE**

$150 per renewal plus DOJ fees

**RECOMMENDED FEE**

$150 per renewal plus DOJ fees

## REF #: S-143 TITLE: MASSAGE TECHNICIAN PERMIT

**CURRENT FEE**

$85 per application plus DOJ fees

**RECOMMENDED FEE**

This fee is now covered by the State.

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-144 TITLE: MASSAGE TECHNICIAN RENEWAL

**CURRENT FEE**

$70 per renewal plus DOJ fees

**RECOMMENDED FEE**

This fee is now covered by the State.

## REF #: S-145 TITLE: POLICE PHOTOGRAPHS

**CURRENT FEE**

$19 per disk

**RECOMMENDED FEE**

$22 per disk

## REF #: S-146 TITLE: POLICE REPORT COPY

**CURRENT FEE**

$21 per report

**RECOMMENDED FEE**

$1.25 for the first page plus $0.25 per page thereafter for reports covered by the Public Records Act
$22 per report for reports not covered by the Public Records Act

## REF #: S-147 TITLE: ANIMAL IMPOUNDMENT

**CURRENT FEE**

Licensed Dog or Cat - $25 per each impoundment
Unlicensed Dog or Cat - $35 for first impoundment plus $30 for each additional impoundment.

**RECOMMENDED FEE**

Licensed Dog or Cat - $30
Unlicensed Dog or Cat - $50

## REF #: S-148 TITLE: ANIMAL QUARANTINE

**CURRENT FEE**

Home - $20
Shelter - $30 plus daily board and fees
6 month Home - $20
6 month Shelter - $30 plus daily board and fees

**RECOMMENDED FEE**

Home - $40
Shelter - $50 plus daily board and fees
6 month Home - $120
6 month Shelter - $155 plus daily board and fees

## REF #: S-149 TITLE: ANIMAL EUTHANASIA/DISPOSAL

**CURRENT FEE**

Licensed Dog or Cat - $7.50
Unlicensed Dog or Cat - $30

**RECOMMENDED FEE**

Dog or Cat - $60

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-150 TITLE: DEAD ANIMAL PICK-UP/DISPOSAL

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Unlicensed animal - $25 | Dog/Cat - $30<br>Fowl/Rodent/Bird/Other Small Pet - $10 |

## REF #: S-151 TITLE: ANIMAL NUISANCE HEARING

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $50 per hearing |

## REF #: S-152 TITLE: PET SHOP/KENNEL/CIRCUS ANIMAL INSP.

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | New Pet Shop/Kennel - $65 per inspection<br>Annual Pet Shop/Kennel - $65 per inspection<br>Circus/Commercial Animal Exhibit - $90 per inspection |

## REF #: S-153 TITLE: ANIMAL CONTROL SERVICES

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| License fees:<br>Spayed/Neutered - $20<br>Non-Spayed/Neutered - $50<br>Late Penalty - 100% of license fee<br>Animal Relinquishment - $1.50 | License fees:<br>Spayed/Neutered - $20<br>Non-Spayed/Neutered - $100<br>Late Penalty - License fee plus 100% of license fee<br>Animal Relinquishment - $60 |

## REF #: S-154 TITLE: NEW FIRE SPRINKLER SYSTEM

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $568 - 1st 5,000 sq.ft. ($199.26-Plan Check plus $369-Inspection; 580 units, $329,440), plus<br>$49 - ea. add'l 1,000 sq.ft. ($17.28-Plan Check plus $32-Inspection; 1 unit, $49), plus<br>$189 - 1st Standpipe outlet ($66.42-Plan Check plus $123-Inspection; 12 units, $2,268), plus<br>$63 - ea. add'l standpipe ($22.14-Plan Check plus $41-Inspection; 75 units, $4,725)<br>$82 per hour - Reinspection Fee (Minimum 1 hour, 10x1.5 hrs, $1,230)<br>plus 5% Development Permit Center Surcharge | $630 - 1st 5,000 sq.ft., plus $175 for plan checking unique plan, plus<br>$65 - ea. add'l 1,000 sq.ft., plus<br>$290 - 1st Standpipe outlet, plus<br>$95 - ea. add'l standpipe<br><br>Expedited Plan Check - 100% surcharge in addition to the above fees<br><br>plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-155 TITLE: EXIST'G FIRE SPRKLR SYS-ALTERATIONS

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $379 - 0 to 10 Heads ($132.84-Plan Check plus $246-Inspection; 73 units, $27,667), plus<br>$5 - Ea. add'l head ($1.76-Plan Check plus $3.25-Inspection; 720 units, $3,600), plus<br>$189 - Each Standpipe Outlet ($66.42-Plan Check plus $123-Inspection; 1 unit, $189)<br>$82 per hour - Reinspection Fee (Minimum 1 hour, 6x1.5hrs, $738)<br><br>plus 5% Development Permit Center Surcharge | $605 - 0 to 10 Heads, plus<br>$8 - Ea. add'l head, plus<br>$290 - Each Standpipe Outlet<br><br>Expedited Plan Check - 100% surcharge in addition to the above fees<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-156 TITLE: UNDERGROUND WATER LINE PLAN CHECK

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $200 per application<br><br>Expedited Plan Check - 100% surcharge in addition to the above fees<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-157 TITLE: FIXED EXTINGUISHING SYSTEM - BASIC

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $253 - Includes rough and final inspections ($88.56 - Plan Review & $164-Initial Inspection; 18 units; $4,554)<br>$82 per hour - Reinspection Fee (Minimum 1 hour; 12x1.5x$82=$1,476)<br><br>plus 5% Development Permit Center Surcharge | $410 - Permit<br><br>Expedited Plan Check - 100% surcharge in addition to the above fees<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-158 TITLE: ANNUAL KITCHEN HOOD SYSTEM PERMIT

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $130 per permit |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-159 TITLE: NEW FIXED EXT. SYS - SPRAY BOOTH

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $365 - Permit ($127.98 Plan Check + $237 Inspection; 4 units; $1,460) | $530 - Permit |
| $82 per hour - Reinspection Fee (Minimum 1 hour; 2x1.5x$82=$246) | Expedited Plan Check - 100% surcharge in addition to the above fees |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

## REF #: S-160 TITLE: EXIST FIXED EXT. SYS - SPRAY BOOTH

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $253 - Permit ($88.56 Plan Check + $164 Inspection 2 units, $506) | $440 - Permit |
| $82 per hour - Reinspection Fee (Minimum 1 hour, 1x1.5x$82=$123) | plus 5% Development Permit Center Surcharge |
| plus 5% Development Permit Center Surcharge | |

## REF #: S-161 TITLE: ANNUAL SPRAY BOOTH PERMIT

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $95 per permit |

## REF #: S-162 TITLE: NEW/ALT FIXED EXT. SYS - HALON/CO2

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $253 - Basic System ($88.56 plan check plus $164 inspection; #3, $759), + | $410 - Basic System, plus |
| $25 - Each Detector ($8.64 plan check plus $16 inspection; #3, $75), plus | $40 - Each Detector, plus |
| $12 - Each Manual Pull Station ($4.32 plan check plus $8 inspection; #4, $48 ), plus | $40 - Each Manual Pull Station, plus |
| None - Each Annunciator Panel; plus | $95 - Each Annunciator Panel, plus |
| $12 - Each System Activated Device ($4.32 plan check plus $8 inspection; #6, $72) | $40 - Each System Activated Device |
| $82 per hour - Reinspection Fee (Min. 1 hr; 5x1.5x$82=$615) | Expedited Plan Check - 100% surcharge in addition to the above fees |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-163 TITLE: NEW FIRE ALARM/DETECTION SYSTEM

**CURRENT FEE**

$253 - Basic System ($88.56 pln chk plus $164 insp; #46, $11,638), plus
$25 - Each Detector ($8.64 pln chk plus $16 insp; #100, $2,500), plus
$25 - Each Manual Pull Station ($8.64 pln chk plus $16 insp; #115, $2,875), plus
$63 - Each Annunciator Panel ($22.14 pln chk plus $41 insp; #64, $4,032), plus
$12 - Each System Activated Device ($4.32 pln chk plus $8 insp; #115,$1,380)
$82 per hour - Reinspection Fee (Minimum 1 hour, #1, $164)
plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$410 - Basic System, plus
$40 - Each Detector, plus
$40 - Each Manual Pull Station, plus
$95 - Each Annunciator Panel, plus
$40 - Each System Activated Device

Expedited Plan Check - 100% surcharge in addition to the above fees

plus 5% Development Permit Center Surcharge

## REF #: S-164 TITLE: ALTER FIRE ALARM/DETECTION SYSTEM

**CURRENT FEE**

$253 - Basic System ($88.56 pln chk plus $164 insp; #31, $7,843), plus
$25 - Each Detector ($8.64 pln chk plus $16 insp; #66, $1,650), plus
$25 - Each Manual Pull Station ($8.64 pln chk plus $16 insp; #76, $1,900), plus
$63 - Each Annunciator Panel ($22.14 pln chk plus $41 insp; #43, $2,709), plus
$12 - Each System Activated Device ($4.32 pln chk plus $8 insp; #76, $912)
$82 per hour - Reinspection Fee (Minimum 1 hour)(#1, $164)

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$390 - Basic System, plus
$40 - Each Detector, plus
$40 - Each Manual Pull Station, plus
$95 - Each Annunciator Panel, plus
$40 - Each System Activated Device

Expedited Plan Check - 100% surcharge in addition to the above fees

plus 5% Development Permit Center Surcharge

## REF #: S-165 TITLE: FIRE PREV. DAC REV - COMMERCIAL

**CURRENT FEE**

$884 per application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$1,000 per application

plus 5% Development Permit Center Surcharge

## REF #: S-166 TITLE: FIRE PREV. DAC REV - INDUSTRIAL

**CURRENT FEE**

$799 per application

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$905 per application

plus 5% Development Permit Center Surcharge

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

**REF #: S-167** **TITLE: FIRE PREV. DAC REV - RES <8 SF/4 MF**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $297 per application | $335 per application |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-168** **TITLE: FIRE PREV. DAC REV - 8-49 SF/4+ MF**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $892 per application | $1,010 per application |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-169** **TITLE: FIRE PREV. DAC REV - 50+ SF**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,275 per application | $1,445 per application |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-170** **TITLE: FIRE PREVENTION EIR REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $680 per project | $770 per project |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-171** **TITLE: FIRE PREVENTION - TEMP. USE PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $123 per permit | $310 per permit |
| plus 5% Development Permit Center Surcharge | plus 5% Development Permit Center Surcharge |

**REF #: S-172** **TITLE: FIRE PREVENTION FALSE ALARM REVIEW**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $150 per review |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-173 TITLE: FIRE CODE PERMIT

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $123 per permit | $180 per permit |

## REF #: S-174 TITLE: RACK/PALLETIZED STORAGE PLAN REVIEW

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $168 per permit | $240 per permit |
| plus 5% Development Permit Center Surcharge | Expedited Plan Check - 100% surcharge in addition to the above fees |
| | plus 5% Development Permit Center Surcharge |

## REF #: S-175 TITLE: KNOX BOX REVIEW & INSPECTION

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $143 per permit | $280 per permit |
| | Expedited Plan Check - 100% surcharge in addition to the above fees |

## REF #: S-176 TITLE: CLICK TO ENTER FIRE PERMIT

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $110 per permit |

## REF #: S-177 TITLE: PYROTECHNIC DISPLAY PERMIT

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $260 per permit |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-178 TITLE: LIC CARE FACILITY PRE-INSPECTION

**CURRENT FEE**

$82/Hr (unspecified fee)

**RECOMMENDED FEE**

$150 per facility

## REF #: S-179 TITLE: INITIAL FIRE CLEARANCE INSPECTION

**CURRENT FEE**

$123 - 7 to 25 residents
$164 - 26 or more residents
$82 - Each Additional Inspection after 2 Insp.

**RECOMMENDED FEE**

$165 - 7 to 25 residents
$210 - 26 or more residents

## REF #: S-180 TITLE: ANNUAL INSP -LICENSED CARE FACILITY

**CURRENT FEE**

$82 - Capacity 7 to 25 (unspecified fee)
$164 - Capacity 25 to 50 (unspecified fee)
$205 - Capacity greater than 50 (unspecified fee)
$82 - Each Additional Inspection after the 2nd Insp. (unspecified fee)

**RECOMMENDED FEE**

$115 - Capacity 7 to 25
$210 - Capacity 25 to 50
$260 - Capacity greater than 50

## REF #: S-181 TITLE: ANNUAL INSP - STATE MANDATED R1/R2

**CURRENT FEE**

None

**RECOMMENDED FEE**

$115 - 3 to 10 units
$165 - 11 to 25 units
$210 - 26 to 50 units
$305 - more than 50 units

## REF #: S-182 TITLE: ANNUAL INSP - HIGH PILED STORAGE

**CURRENT FEE**

$82/Hr

**RECOMMENDED FEE**

$210 per permit

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

---

**REF #: S-183** **TITLE: ANNUAL INSP - HIGH RISE**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $82/Hr (unspecified fee) | $280 per facility plus fully allocated hourly rates for all personnel used for the inspection time. |

---

**REF #: S-184** **TITLE: PRIV. SCH. ANNUAL FIRE CLEAR INSP**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $115 - Basic Inspection |

---

**REF #: S-185** **TITLE: 5-YEAR FIRE PROTECTION REPORT REV.**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $130 per report |

---

**REF #: S-186** **TITLE: FIRE PREVENTION FILMING PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $150 per permit |

---

**REF #: S-187** **TITLE: CANDLES/OPEN FLAME IN ASSEMBLY AREA**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $82/Hr (1Hr. minimum) | $115 per permit |

---

**REF #: S-188** **TITLE: OTC LICENSE FIRE INSPECTION**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $115 per license |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-189 TITLE: NEW BUSINESS LICENSE FIRE INSPECT

**CURRENT FEE**

None

**RECOMMENDED FEE**

$90 - up to 5K sq.ft.
$165 - 5K to 25K sq.ft.
$210 - 25K to 200K sq.ft.
$305 - >200K sq.ft.

plus 5% Development Permit Center Surcharge

## REF #: S-190 TITLE: FIRE OTHER/ADD'L INSPECT/PLAN REV

**CURRENT FEE**

$82/Hr - Inspections for which no fee is specified
$164/Hr - Inspections after hours & Holidays
$84/Hr - Plan Reviews for which no fee is specified & additional Plan Reviews

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$150 - Inspections for which no fee is specified
$280 - Inspections after hours & Holidays
$140 - Plan Reviews for which no fee is specified & additional Plan Reviews

Fine for Unpermitted Work - Actual fee plus 100% of the fee

plus 5% Development Permit Center Surcharge

## REF #: S-191 TITLE: FIRE PREV. CONSULTATION & SEARCHES

**CURRENT FEE**

$84/Hr

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$140 for the 1st hour and $120 for each additional hour

plus 5% Development Permit Center Surcharge

## REF #: S-192 TITLE: CUPA HAZ. MAT. - QUANTITY RANGE #1

**CURRENT FEE**

$532 per permit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$690 per permit

## REF #: S-193 TITLE: CUPA HAZ. MAT. - QUANTITY RANGE #2

**CURRENT FEE**

$887 per permit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$1,185 per permit

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

**REF #: S-194** **TITLE: CUPA HAZ. MAT. - QUANTITY RANGE #3**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,108 per permit | $1,545 per permit |

plus 5% Development Permit Center Surcharge

**REF #: S-195** **TITLE: CUPA HAZ. MAT. - QUANTITY RANGE #4**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,463 per permit | $2,105 per permit |

plus 5% Development Permit Center Surcharge

**REF #: S-196** **TITLE: CUPA HAZ. WASTE - CESQG**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $284 per permit | $340 per permit |

plus 5% Development Permit Center Surcharge

**REF #: S-197** **TITLE: CUPA HAZ. WASTE - CESQG-SILVER ONLY**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $217 per permit | $225 per permit |

plus 5% Development Permit Center Surcharge

**REF #: S-198** **TITLE: CUPA HAZARDOUS WASTE - RANGE #1**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $355 per permit | $225 per permit |

plus 5% Development Permit Center Surcharge

**REF #: S-199** **TITLE: CUPA HAZARDOUS WASTE - RANGE #2**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $443 per permit | $450 per permit |

plus 5% Development Permit Center Surcharge

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-200 TITLE: CUPA HAZARDOUS WASTE - RANGE #3

**CURRENT FEE**

$621 per permit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$900 per permit

## REF #: S-201 TITLE: CUPA - UNDERGROUND STORAGE TANK

**CURRENT FEE**

$310 per tank

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$675 for the 1st tank
$150 for each additional tank at the same location

## REF #: S-202 TITLE: CUPA - ABOVEGROUND STORAGE TANK

**CURRENT FEE**

$266 per site

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$450 - Site with a total of 10K or less gallons in petroleum storage tanks
$900 - Site with a total of more than 10K but equal to or less than 30K gallons in petroleum storage tanks
$1,200 - Site with a total of more than 30K gallons in petroleum storage tanks

## REF #: S-203 TITLE: CALARP FACILITY FEE

**CURRENT FEE**

$399 annually

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$1,850 annually

## REF #: S-204 TITLE: TIERED PERMIT-COND.AUTH/PMT BY RULE

**CURRENT FEE**

$975 - 1st Unit
$222 - Each Additional Unit

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$1,050 - 1st Unit
$525 - Each Additional Unit

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

---

**REF #: S-205** **TITLE: TIERED PERMIT-CONDITIONALLY EXEMPT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $328 - 1st Unit<br>$177 - Each Additional Unit | $375 - 1st Unit<br>$225 - Each Additional Unit |

plus 5% Development Permit Center Surcharge

---

**REF #: S-206** **TITLE: CO2 COMPRESSED GAS FOR BEVERAGES**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $291 per permit | $300 per permit |

plus 5% Development Permit Center Surcharge

---

**REF #: S-207** **TITLE: NEW UNDERGROUND STOR. TANK PC/INSP**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2,217 - 1st tank<br>$266 - ea. add'l tank | $4,505 - 1st Tank<br>$750 - Each additional tank at the same location |

plus 5% Development Permit Center Surcharge

---

**REF #: S-208** **TITLE: U/G TANK MODIFICATION/REPAIR INSP.**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1,064 - minimum for the first 8 hours plus $133 for each additional hour | $1,200 - minimum for the first 8 hours plus $150 for each additional hour |

plus 5% Development Permit Center Surcharge

---

**REF #: S-209** **TITLE: UNDRGRND STORAGE TANK CLOSURE INSP**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $975 - 1st tank<br>$266 - ea. add'l tank | $1,200 - 1st Tank<br>$600 - Each additional tank at the same location |

plus 5% Development Permit Center Surcharge

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-210 TITLE: ABOVEGRND STORAGE TANK CLOSURE INSP

**CURRENT FEE**

None

(Note: A permit is required by OMC Sec.11-358 but a fee was never established.)

**RECOMMENDED FEE**

$300 - 1st Tank
$75 - Each additional tank at the same location

## REF #: S-211 TITLE: CUPA - NEW BUSINESS PROCESSING

**CURRENT FEE**

$199 from January to April
$0 for May & June

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

Staff recommends deleting this fee and prorating the fees for all new businesses as the current process is too hard to administer without additional staff.

## REF #: S-212 TITLE: CUPA PLANS REVIEW

**CURRENT FEE**

$177 per hour

plus 5% Development Permit Center Surcharge

**RECOMMENDED FEE**

$150 per hour

## REF #: S-213 TITLE: SPECIAL CUPA INSPECTION

**CURRENT FEE**

None

**RECOMMENDED FEE**

$150 per hour

## REF #: S-214 TITLE: CUPA EMERGENCY RESPONSE

**CURRENT FEE**

None

**RECOMMENDED FEE**

$150 per hour

(NOTE: This would need an enabling Ordinance to implement.)

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-215 TITLE: HAZMAT EMERGENCY/COMPLAINT RESPONSE

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | This service benefits the general taxpayer and should not be subsidized by the CUPA fee payer. When this service is performed by CUPA, it either reduces the level of service that CUPA customers expect or it reduces the fees that CUPA can charge. The City needs to create a program to reimburse CUPA for their services and the contracted hazardous waste contractors that CUPA should use to perform this service. |

## REF #: S-216 TITLE: COST RECOVERY - FIRE

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2.39 per minute | $20 plus $3.78 per minute per engine company |

## REF #: S-217 TITLE: CODE COMPLIANCE INSPECTION

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| None | $140 per inspection<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-218 TITLE: CODE COMPLIANCE ABATEMENT NOTICE

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $50 per notice<br><br>plus 5% Development Permit Center Surcharge | $75 per notice<br><br>All inspections and actual abatement costs are in addition to this fee.<br><br>plus 5% Development Permit Center Surcharge |

## REF #: S-219 TITLE: INTER-LIBRARY LOAN PROCESSING

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $1 per item<br><br>Overdue - $3 per item per day ($10 maximum)<br>Lost/Non-returned items - $40 per item plus $7.50 processing fee | $3 per item<br><br>Overdue - $3 per item per day ($10 maximum)<br>Lost/Non-returned items - Actual cost per item plus $10 processing fee |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-220 TITLE: LOST LIBRARY CARD REPLACEMENT

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $2 per card | $3 per card |

## REF #: S-221 TITLE: OVERDUE LIBRARY MATERIAL PROC.

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Video/DVD - $1 per day<br>CD ROM - $1 per day<br>I-CAN Library Loan - $3 per day<br>Children's books - $0.20 per day<br>All Others - $0.20 per day<br>Senior Citizens - No Charge<br>Braille Book - No Charge<br>Maximum Fine: Adult - $10 Child - $5 | All Patrons:<br><br>Video/DVD/CD ROM/Other Media - $1 per day per item<br>I-CAN Library Loan - $3 per day per item<br>Books - $0.25 per day per item<br>Braille Book - No Charge<br><br>Maximum Fine: Adult - $5 Child - $5 |
| Library Hold - $0.25 if not picked up after the seventh day from notification | Library Hold - $0.25 if not picked up after the seventh day from notification |

## REF #: S-222 TITLE: LOST/DAMAGE LIBRARY MATERIAL PROC.

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $7.50 processing fee plus actualcost of lost item | $10 processing fee plus cost of item |
| $1 per missing or damaged barcode | $1 per missing or damaged barcode/RFID Tag/Case/Cover |

## REF #: S-223 TITLE: PASSPORT APPLICATION

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $25 processing fee set by the Federal Government<br><br>Photo - $10 | This service is no longer provided. |

## REF #: S-224 TITLE: TEST ADMINISTRATION

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $25 per hour, 2 hour minimum | This service is no longer provided. |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-225 TITLE: COMPUTER LAB ACCESS/PRINTING

**CURRENT FEE**

Computer Usage - $2 per hour after first hour
Printing:
Black and White - $0.10 per page

**RECOMMENDED FEE**

Computer Usage - $3 per hour after first hour
Printing:
Black and White - $0.20 per page

Issuing Visitor Pass - $2

## REF #: S-226 TITLE: LOCAL HISTORY COPY/USE

**CURRENT FEE**

Image Copy:
Personal Use - $5 each
Commercial Use - $15 each

Image Recovery - $25 each
Publication Use - $100 each
DVD/Media/Website Use - $100 each
Movie/TV Use - $150 each

**RECOMMENDED FEE**

Image Copy:
Personal Use - $5 each
Commercial Use - $30 each

Image Recovery - $25 each
Publication Use - $100 each
DVD/Media/Website/Social Media Internet Use - $100 each
Movie/TV Use - $300 each

## REF #: S-227 TITLE: OBITUARY RESEARCH

**CURRENT FEE**

None

**RECOMMENDED FEE**

Charge the fully allocated hourly rate for all involved personnel.

## REF #: S-228 TITLE: RENTAL OF LIBRARY ROOMS

**CURRENT FEE**

Room A:
Non-Profit Use - $5 per hour
For-Profit Use - $15 per hour
Room B:
Non-Profit Use - $10 per hour
For-Profit Use - $25 per hour
Cleaning Deposit - $50
PC Projector - $25
Stove/Coffeemaker - $5/$20

**RECOMMENDED FEE**

See Appendix E of this Report

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-229 TITLE: YOUTH SPORTS

**CURRENT FEE**

Mighty Mights - $50 per person
Winter Sports Basketball - $60 per team
Fall Sports Girls Volleyball & Flag Football - $60 per team
Rotary Tournament - $60 per team
Rotary non participating league teams - $110 per team
Spring Boys Volleyball, Soccer & softball - $150 per team

**RECOMMENDED FEE**

Might Mights - $50 per person plus $5 per person for non-residents
Winter and Fall Sports - per team:
Year 1 - $90 Year 2 - $120 Year 3 - $150
plus $75 per team for non-resident teams
Spring Sports - $150 per team plus $75 per team for non-resident teams
Rotary Tournament - per team:
Year 1 - $90 Year 2 - $120 Year 3 - $150
Rotary Non-Participating League Teams - per team:
Year 1 - $180 Year 2 - $240 Year 3 - $300

## REF #: S-230 TITLE: ADULT SPORTS

**CURRENT FEE**

Softball - $375 per team
Basketball - $300 per team

**RECOMMENDED FEE**

This fee increase should have a two year phase-in:

Softball:
Year 1 - $400 per team
Year 2 - $425 per team

Basketball:
Year 1 - $325 per team
Year 2 - $350 per team

## REF #: S-231 TITLE: DAY CAMPS

**CURRENT FEE**

$95 per participant per week
Registration - $25 per participant

**RECOMMENDED FEE**

This fee increase should have a three year phase-in:

Year 1 - $110 per participant per week
Year 2 - $130 per participant per week
Year 3 - $150 per participant per week

Registration - $30 per participant

## REF #: S-232 TITLE: GRAD NIGHT

**CURRENT FEE**

Early Bird - $70
Other - $80

**RECOMMENDED FEE**

Early Bird - $80
Other - $90

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-233 TITLE: RECREATION CLASSES

**CURRENT FEE**

The instructor receives on average 60% of the class fee and the City receives 40% of the class fee.

**RECOMMENDED FEE**

The instructor receives on average 60% of the class fee and the City receives 40% of the class fee.

Non-Resident - additional $5 per participant per class

## REF #: S-234 TITLE: TENNIS CENTER

**CURRENT FEE**

Member Fees:
Individual - $188
Senior - $135
Family - $314
Junior - $114
Court Fee - Non-Members - $8 per person per day

**RECOMMENDED FEE**

Member Fees:
Individual - $188
Senior - $135
Family - $314
Junior - $114
Court Fee - Non-Members - $10 per person per day

## REF #: S-235 TITLE: FACILITY RENTAL

**CURRENT FEE**

1-3 hrs - $100/hr 4-6 hrs - $90/hr 7-10 hrs - $80/hr 11-13 hrs - $70/hr
$300 refundable deposit regulations not followed/cleaning - $50
Insurance:
Class I: 1-100 attendance - $83.32 101-200 attendance - $113
Class II: 1-100 attendance - $122.46 101-200 attendance - $213.36
Alcohol Use - $60 Class II with alcohol use is additional $150
Kitchen Usage - $50 + $20 cleaning deposit
Dance Permit - $40 Meeting - $40/hr
Showmobile - $650/day + $162.24 delivery + $500 delivery

**RECOMMENDED FEE**

See Appendix E of this Report

## REF #: S-236 TITLE: BALLFIELD RENTAL

**CURRENT FEE**

Softball Complex:
Field Rental - $125 per day Lights - $25 per field per day

Soccer Field:
Youth - $25 per hour - Del Sol Stadium & College Park Others - $5 per hour
Adult - $50 per hour - Del Sol Stadium & College Park Others - $10 per hour
Lights - $25 per hour

Baseball Fields - No Charge

**RECOMMENDED FEE**

Softball Complex:
Field Rental - $125 per day Lights - $25 per field per hour
Soccer Fields:
Del Sol Stadium & College Park:
Youth: Year 1 - $30 per hour Year 2 - $55 per hour
Adult: Year 1 - $35 per hour Year 2 - $60 per hour
Others: Youth - $10 per hour Adult - $15 per hour
Lights - $25 per hour

Baseball Fields - No Charge

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-237 TITLE: COLLEGE PARK EVENT RENTAL

**CURRENT FEE**

$400 fee + $350 Security/Cleaning Deposit

**RECOMMENDED FEE**

$1,000 fee + $350 Security/Cleaning Deposit

## REF #: S-238 TITLE: BBQ AREA RENTAL

**CURRENT FEE**

Oxnard Beach:
Weekdays - $100 + $200 deposit Weekends - $300 + $200 deposit
Parking - $1 per hour or $5 per day

Del Sol Park:
Weekdays - $150 + $200 deposit Weekends - $200 + $200 deposit

Riverpark:
Single - $15 Group - $50 + $50 Deposit

**RECOMMENDED FEE**

Oxnard Beach:
Weekdays - $100 + $300 deposit Weekends - $450 + $300 deposit
Parking - $1 per hour or $5 per day

Del Sol Park:
Weekdays - $50 + $300 deposit Weekends - $150 + $300 deposit

Riverpark:
Single - $15 Group - $50 + $50 Deposit

## REF #: S-239 TITLE: WEDDINGS ON THE BEACH PROCESSING

**CURRENT FEE**

$60 per event

**RECOMMENDED FEE**

$95 per event

## REF #: S-240 TITLE: JOLLY JUMP PERMIT

**CURRENT FEE**

$25 per permit

**RECOMMENDED FEE**

$35 per permit

## REF #: S-241 TITLE: FILMING MONITORING IN CITY PARKS

**CURRENT FEE**

None

**RECOMMENDED FEE**

$50 plus actual cost of staff for on-site monItoring plus $500 deposit.

This is in addition to any Economic Development fees.

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-242 TITLE: PERFORMING ARTS CENTER

**CURRENT FEE**

Various fees based on the room and time of day

**RECOMMENDED FEE**

See Appendix E of this Report

## REF #: S-243 TITLE: SERVICE/METER INSTALLATION

**CURRENT FEE**

3/4" - $1,500
1" - $1,700
1 1/2" - $2,200
2" - $2,500

Current revenues include cost of materials.

**RECOMMENDED FEE**

Service:
3/4"-2" - $1,840 + Material and paving costs
3"+ - $2,575 + Material and paving costs

Meter:
3/4"-3" - $80 + Materials
4"+ - $175 + Materials

## REF #: S-244 TITLE: WATER SERVICE/METER ABANDONMENT

**CURRENT FEE**

3/4" - 1" - $120
1 1/2" - $150
2" - $180

**RECOMMENDED FEE**

Meter:
3/4-3" - $70 per abandonment
4+" - $175 per abandonment

Service Abandonment - Charge the actual cost time spent for all personnel at the fully allocated hourly rates plus any outside costs.

## REF #: S-245 TITLE: HYDRANT FLOW TEST INSPECTION

**CURRENT FEE**

None

**RECOMMENDED FEE**

$90 per test

## REF #: S-246 TITLE: TEMPORARY HYDRANT METER RENTAL

**CURRENT FEE**

$30 plus $300 deposit

Monthly Water Charge:
1" - $20.06
3" - $67.50

**RECOMMENDED FEE**

Set-up/Retrieval - $75 plus $1,500 deposit
Move - $40

Plus Monthly Water Charges

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-247 TITLE: DAMAGED HYDRANT METER REPAIR

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Time and Materials | Charge the Fully Allocated Hourly Rate for all personnel involved plus any parts and materials. |

## REF #: S-248 TITLE: WATER CURB STOP REPAIR

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| Time and Materials | Charge the Fully Allocated Hourly Rate for all personnel involved plus any parts and materials. |

## REF #: S-249 TITLE: WATER METER TEST

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $64 per test plus actual shipping and testing costs<br><br>Fee is refunded if the meter is running fast. | 4" - $225<br>All Others - $115<br><br>Plus actual shipping and testing costs.<br><br>Fee will be refunded if the meter is running fast. |

## REF #: S-250 TITLE: DELINQUENT WATER TAG

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $13 per tag | No Change<br><br>This fee is meant to be punitive to encourage payment of water bills. |

## REF #: S-251 TITLE: DELINQUENT WATER TURN-OFF/ON

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $80 per turn off<br><br>After Hours - additional $65 per turn-on | $95 per turn off<br><br>After Hours - additional $65 per turn-on |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-252 TITLE: WATER METER TAMPERING

**CURRENT FEE**

$110 per removal

plus penalties

**RECOMMENDED FEE**

$150 per removal or actual time and materials if necessary

plus estimated water usage or the unmetered water rate

plus penalties

## REF #: S-253 TITLE: TRASH ENCLOSURE PLAN CHECK

**CURRENT FEE**

None

**RECOMMENDED FEE**

$110 per plan

## REF #: S-254 TITLE: CONSTR & DEMO SOLID WASTE REPORTING

**CURRENT FEE**

None

**RECOMMENDED FEE**

$10 per form

## REF #: S-255 TITLE: WASTEWATER PERMIT

**CURRENT FEE**

Annual:
Significant User - $2,500 per permit
Other User - $100 per permit

New - Additional $100 per permit

Appeal - $100 per appeal

**RECOMMENDED FEE**

Annual:
Significant User - $1,620 per permit
Other User - $245 per permit

Appeal - $100 per appeal

## REF #: S-256 TITLE: DAMAGE TO CITY PROPERTY

**CURRENT FEE**

Time and Materials

**RECOMMENDED FEE**

Charge the Fully Allocated Hourly Rate for all personnel involved plus any parts and materials.

## REF #: S-257 TITLE: NEW BUSINESS LICENSE PROCESSING

**CURRENT FEE**

$25 per business

**RECOMMENDED FEE**

$48 per business

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

**REF #: S-258** **TITLE: BUSINESS LICENSE RENEWAL**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $10 per renewal | $12 per renewal |

**REF #: S-259** **TITLE: BUSINESS LICENSE AMENDMENT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $10 per application | $30 per application |

**REF #: S-260** **TITLE: BUSINESS LICENSE APPEAL**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $160 per appeal | $555 per appeal |

**REF #: S-261** **TITLE: BUSINESS LICENSE DUPLICATE**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $10 per duplicate | $11 per duplicate |

**REF #: S-262** **TITLE: TOBACCO RETAILER PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $69 per application | $95 per application |
| Duplicate - $10 | Duplicate - $11 |

**REF #: S-263** **TITLE: TAXICAB OPERATOR PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $57 per application | First Vehicle - $155 per application<br>Each Additional Vehicle - $60 |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

**REF #: S-264** **TITLE: TAXICAB OPERATOR PERMIT RENEWAL**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $57 per renewal | First Vehicle - $135 per renewal<br>Each Additional Vehicle - $60 |

**REF #: S-265** **TITLE: TAXICAB DRIVER PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $75 per application plus DOJ fees | $155 per application plus DOJ fees |

**REF #: S-266** **TITLE: TAXICAB DRIVER PERMIT RENEWAL**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $64 per renewal plus DOJ fees | $105 per renewal plus DOJ fees |

**REF #: S-267** **TITLE: TAXICAB DUPLICATE PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $10 per duplicate | $11 per duplicate |

**REF #: S-268** **TITLE: ADULT BUSINESS PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $572 per application | $270 per application Plus deposit determined by staff with charges for actual time spent of City Attorney staff at the fully allocated hourly rates plus any outside costs. |

**REF #: S-269** **TITLE: ADULT BUSINESS RENEWAL PERMIT**

| CURRENT FEE | RECOMMENDED FEE |
|---|---|
| $341 per renewal | $355 per renewal |

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-270 TITLE: VENDOR PERMIT

**CURRENT FEE**

$84 per application plus DOJ fee

**RECOMMENDED FEE**

$125 - New application plus DOJ fee
$80 - Renewal application plus DOJ fee

## REF #: S-271 TITLE: DANCE PERMIT

**CURRENT FEE**

$506 - Annual Permit
$242 - Annual Permit Renewal
$155 - Daily Dance Permit

**RECOMMENDED FEE**

Annual Permit:
New - $415
Renewal - $355
$155 - Daily Dance
$11 - Duplicate

## REF #: S-272 TITLE: BINGO LICENSE

**CURRENT FEE**

$50 per application

Duplicate - $10

**RECOMMENDED FEE**

Annual application - $50 per application plus DOJ fees
Fee is set by Penal Code section 326.5(l)(1)

Duplicate - $11

## REF #: S-273 TITLE: DANCE/MASSAGE/TAXI APPEAL

**CURRENT FEE**

$160 per appeal

**RECOMMENDED FEE**

$555 per appeal with fee refunded if appeal upheld

## REF #: S-274 TITLE: NSF CHECK PROCESSING

**CURRENT FEE**

$20 per NSF check

**RECOMMENDED FEE**

$46 per NSF Check

## REF #: S-275 TITLE: ASSESSMENT DISTRICT FORMATION

**CURRENT FEE**

Deposit with charges at actual costs

**RECOMMENDED FEE**

Deposit with charges at the Fully Allocated Hourly Rates for all personnel used plus any outside costs.

# CITY OF OXNARD
# FEE COMPARISON REPORT
# FY 2016-2017

## REF #: S-276 TITLE: PROPERTY DAMAGE CLAIM

**CURRENT FEE**

None

**RECOMMENDED FEE**

$290 per claim

## REF #: S-284 TITLE: GIS ELECTRONIC DATA

**CURRENT FEE**

Project Area of 4 square miles or less - $172
$56 per hour if more than 3 hours is needed
Project Area of more than 4 square miles - $340
$56 per hour if more than 6 hours is needed

**RECOMMENDED FEE**

Standard - $35 per request
Custom - Actual costs at the fully allocated hourly rates for all personnel involved plus any outside costs.

## REF #: S-285 TITLE: GIS MAP PRINTS

**CURRENT FEE**

Size A/B Plain - $2
Size C/D Plain - $14
Size C/D Glossy - $25
Size E Plain - $23
Size E Glossy - $38

**RECOMMENDED FEE**

Size A/B Plain - $3
Size C/D Plain - $20
Size C/D Glossy - $25
Size E Plain - $25
Size E Glossy - $40

## REF #: S-286 TITLE: CUSTOM MAP/GENERAL GIS SERVICES

**CURRENT FEE**

$56 per hour

**RECOMMENDED FEE**

Actual costs at the fully allocated hourly rates for all personnel involved plus any outside costs.

Appendix D

| Engineering Fees | Current Fees | Proposed Fees |
|---|---|---|
| Improvement Pan Check | | |
| $0 - $2,250 | $619.70 | $682.00 |
| $2,251-$75,000 | $619.70 + 2.75% of Valuation over $2,250 | $682 + 3.05% of Valuation over $2,250 |
| $75,001-$450,000 | $2,620.33 + 2.25% of Valuation over $75,000 | $2,882 + 2.48% of Valuation over $75,000 |
| $450,000-$12,000,000 | $11,057.83 + 1.15% of Valuation over $450,000 | $12,164 + 1.26% of Valuation over $450,000 |
| $12,000,000 + | $143,882.83 + 1.00% of Valuation over $12,000,000 | $158,271 + 1.10% of Valuation over $12,000,000 |
| Improvement Inspection | | |
| $0 - $35,000 | 5.3% of valuation | 5.83% of valuation |
| $35,001 - $150,000 | $1,855 + 3.8% of Valuation over $35,000 | $2,041 + 4.2% of Valuation over $35,000 |
| $150,000 + | $6,225 + 2.7% of Valuation over $150,000 | $6,848 + 2.97% of Valuation over $150,000 |
| Grading Plan Check | | |
| 50 cubic yards or less | $58.87 | $65.00 |
| 51-100 cubic yards | $87.79 | $97.00 |
| 101-200 cubic yards | $130.14 | $143.00 |
| 201-300 cubic yards | $172.48 | $190.00 |
| 301-400 cubic yards | $213.80 | $235.00 |
| 401-500 cubic yards | $254.08 | $279.00 |
| 501-600 cubic yards | $294.36 | $324.00 |
| 601-700 cubic yards | $338.77 | $373.00 |
| 701-800 cubic yards | $382.15 | $420.00 |
| 801-900 cubic yards | $423.46 | $466.00 |
| 901-10,000 cubic yards | $447.22 | $492.00 |
| 10,001 - 100,000 cubic yards | $447.22 for 1st 10K CY + $30.98 each add'l 10K CY | $492 for 1st 10K CY + $34.11 each add'l 10K CY |
| 100,001 - 200,000 cubic yards | $726.04 for 1st 100K CY + $16.53 each add'l 10K CY | $799 for 1st 100K CY + $18.10 each add'l 10K CY |
| 200,001+ cubic yards | $891.34 for 1st 200K CY + $7.23 each add'l 10K CY | $980 for 1st 200K CY + $7.95 each add'l 10K CY |
| Grading Inspection | | |
| 100 cubic yards or less | $130.14 | $143.00 |
| 101 to 1,000 cubic yards | $130.14 for 1st 100 CY + $37.18 each add'l 100 CY | $143 for 1st 100 CY + $40.89 each add'l 100 CY |
| 1,001 to 10,000 cubic yards | $464.76 for 1st 1K CY + $30.98 each add'l 1K CY | $511 for 1st 1K CY + $34.11 each add'l 1K CY |
| 10,001 to 100,000 cubic yards | $743.58 for 1st 10K CY + $140.46 each add'l 10K CY | $818 for 1st 10K CY + $154.44 each add'l 10K CY |
| 100,000 cubic yards or more | $2,007.72 for 1st 100K CY + $78.50 each add'l 10K CY | $2,208 for 1st 100K CY + $86.35 each add'l 10K CY |
| Permit Center Improvement Surcharge | 5% of all processing fees | 5% of all processing fees |

## Building and Safety Fees

| | Current Fees | Proposed Fees |
|---|---|---|
| 1. Building Plan Review | 73% of Permit fee | 85% of Permit fee |
| ADA Surcharge | N/A | 20% of Plan Check fee |
| Misc/Extra Hourly Plan Review | $117.74 | Hourly Rates |
| 2. Prototype Plan (after the first identical structure) | 50% of plan check fees | 50% of plan check fees |
| 3. Investigation/Enforcement | | |
| a. Investigation Inspection | Hourly Rates | Hourly Rates |
| b Enforcement Inspection | Hourly Rates | Hourly Rates |
| c. Reinspection | Hourly Rates | Hourly Rates |
| 4. Certificate of Occupancy | | |
| Under 5000 sq. ft. | $92.95 | $92.95 |
| greater than 5,000 to 10,000 sq. ft. | $129.10 | $129.10 |
| greater than 10,000 to 50,000 sq. ft. | $149.76 | $149.76 |
| greater than 50,000 to 100,000 sq. ft. | $180.75 | $180.75 |
| Each additional 5,000 sq.ft. or fraction thereof | $31.50 | $31.50 |
| 5. Imaging | | |
| 11" x 17" or smaller | $1.37 | $1.37 |
| larger than 11" x 17" | $1.67 | $1.67 |
| 6. Document Copy | | |
| Microfilm printer, first copy | $7.20 | $7.20 |
| Each additional copy | $3.60 | $3.60 |
| Microfiche printer, first copy | $4.16 | $4.16 |
| Each additional copy | $2.38 | $2.38 |
| 7. Moving of Building Permit | 1% of value of building after relocation | 1% of value of building after relocation |
| 8. Pre-move Inspection | | |
| Residential | $0.10 | $0.10 |
| Garage, Attached or Detached | $0.06 | $0.06 |
| Commercial/Industrial | $0.10 | $0.10 |
| 9. Energy Conservation | | |
| Residential Buildings | $0.06 | $0.06 |
| Nonresidential Buildings | $0.09 | $0.09 |
| 10. Appeals Hearing | $214.83 | $214.83 |
| 11. Demolition Permit | | |
| Buildings and Structures with Floor Area | $98.12 | $98.12 |
| Structures without Floor Area or development credits | $57.84 | $57.84 |
| Plan Review - 85% | | |
| 12. Other Inspection and Plan Check | | |
| a. Reinspections | Hourly Rates | Hourly Rates |
| b. Inspections for which no fee is specifically provided. | Hourly Rates | Hourly Rates |
| c. Inspections outside of normal business hours | OT Hourly Rates | OT Hourly Rates |

| | Current Fees | Proposed Fees |
|---|---|---|
| 13. Permit Issuance | | |
| For each permit or revision during the same visit | $31.50 | $45.00 |
| For each supplemental permit for the same project | $10.12 | $15.00 |
| 14. Photovoltaic System Permit | | |
| a. Building Permit Basis | See Building Permit Table | See Building Permit Table |
| b. Electrical Permit - Comm/Indust/Multi-Family | | |
| 0 - 100 kW | $413.13 | $413.13 |
| 101-500 kW | $413.13 + $1.31 for each kW above 100 kW | $413.13 + $1.31 for each kW above 100 kW |
| 501+ kW | $937.13 + $1.03 ea kW above 100 kW ($1,724.13 max) | $937.13 + $1.03 ea kW above 100 kW ($1,724.13 max) |
| c. Electrical Permit - Single Family Dwellings | $96.05 | $96.05 |
| 15. Fee Refunds - minimum withholding | $61.97 | $61.97 |
| 16. Permit Center Improvement Surcharge | 5% of all processing fees | 5% of all processing fees |
| | | |
| Building Permit/Inspection | | |
| Total Building Valuation | | |
| $1 to $750 | $31.50 | $31.50 |
| $751 to $3,000 | $31.50 plus 2.95% of valuation over $750 | $31.50 plus 2.95% of valuation over $750 |
| $3,001 to $37,500 | $97.88 plus 1.240% of valuation over $3000 | $97.88 plus 1.240% of valuation over $3000 |
| $37,501 to $75,000 | $525.68 plus 0.880% of valuation over $37,500 | $525.68 plus 0.880% of valuation over $37,500 |
| $75,001 to $150,000 | $855.68 plus 0.650% of valuation over $75,000 | $855.68 plus 0.650% of valuation over $75,000 |
| $150,001 to $750,000 | $1,343.18 plus 0.470% of valuation over $150,000 | $1,343.18 plus 0.470% of valuation over $150,000 |
| $750,001 to $1,500,000 | $4163.18 plus 0.410% of valuation over $750,000 | $4163.18 plus 0.410% of valuation over $750,000 |
| $1,500,001 and up | $7,238.18 plus 0.295% of valuation over $1,500,000 | $7,238.18 plus 0.295% of valuation over $1,500,000 |
| | | |
| New Construction Trade Surcharges (in lieu of using trade fee tables below) | | |
| Plumbing | N/A | 13% of Building Permit Fee |
| Electrical | N/A | 13% of Building Permit Fee |
| Mechanical | N/A | 7% of Building Permit Fee |
| | | |
| General Plan Maintenance | 0.24% of the valuation of any Building Permit | 0.24% of the valuation of any Building Permit |

Appendix D

| Electrical Permits | Current Fees | Proposed Fees |
|---|---|---|
| 1. New Residential Buildings | | |
| New Multi Family Dwellings | $0.06 | $0.06 |
| New Single and Two Family Dwellings | $0.08 | $0.08 |
| Associated Garages and Carports | $0.03 | $0.03 |
| 2. Private Swimming Pools | $63.52 | $63.52 |
| 3. Carnivals and Circuses | | |
| Electrical generators | $31.50 | $31.50 |
| Mechanical driven rides and attractions with electrical | $10.33 | $10.33 |
| Lighting system or area and booth lighting, each unit | $10.33 | $10.33 |
| 4. Temporary Power Service | | |
| Temp Power Pole | $31.50 | $31.50 |
| Temp distribution system | $16.32 | $16.32 |
| 5. Receptacle, Switch, and Lighting Outlets | | |
| First 20, each unit | $1.60 | $1.60 |
| Additional outlets, each unit | $0.98 | $0.98 |
| 6. Lighting Fixtures | | |
| First 20, each unit | $1.60 | $1.60 |
| Additional fixtures, each unit | $0.98 | $0.98 |
| Pole or platform-mounted lighting fixtures, ea unit | $1.60 | $1.60 |
| Theatrical-type lighting fixtures or assemblies, ea unit | $1.60 | $1.60 |
| 7. Residential Appliances | $6.35 | $6.35 |
| 8. Nonresidential Appliances | $6.35 | $6.35 |
| 9. Power Apparatus - Motors, generators, transformers, rectifiers, etc… | | |
| First unit, each | $6.35 | $6.35 |
| Over one, but not over 10, each unit | $16.01 | $16.01 |
| Over 10, but not over 50, each unit | $31.50 | $31.50 |
| Over 50, but not over 100, each unit | $61.97 | $61.97 |
| Over 100, each unit | $97.09 | $97.09 |
| 10. Busways-trolley & plug-in type busways, ea 100 feet | $10.07 | $10.07 |
| 11. Signs, Outline Lighting, and Marquees | | |
| Signs, outline lighting systems, or marquees, supplied | $31.50 | $31.50 |
| For each additional branch circuit within the same sign, | $6.35 | $6.35 |
| 12. Services | | |
| 600 volts or less and | | |
| not over 200 amperes in rating each unit. | $39.25 | $39.25 |
| 201 amperes to 1,000 amperes in rating, ea unit | $80.56 | $80.56 |
| 600 volts or over 1,000 amperes in rating, each unit | $160.09 | $160.09 |
| 13. Miscellaneous Apparatus, Conduits, and Conductors | $23.76 | $23.76 |
| 14. Electrical Plan Review | 50% of Permit Fee | 60% of Permit Fee |

| Mechanical Permits | Current Fees | Proposed Fees |
|---|---|---|
| 1. Forced-air or gravity-type furnace up to 100,000 BTU/h | $19.11 | $19.11 |
| 2. Forced-air or gravity-type furnace over 100,000 BTU/h | $23.76 | $23.76 |
| 3. Floor furnace | $19.11 | $19.11 |
| 4. Suspended, recessed wall or floor-mounted unit heater | $19.11 | $19.11 |
| 5. Each appliance duct or vent system installed | $9.81 | $9.81 |
| 6. Each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system | $19.11 | $19.11 |
| or each absorption system up to and including 100,000 BTU/h | $19.11 | $19.11 |
| 8. Each boiler or compressor over three HP, up to and including 15 HP, or each absorption system over 100,000 BTU/h, up to and including 500,000 BTU/h | $35.63 | $35.63 |
| 9. Each boiler or compressor over 15 HP, up to and including 30 HP, or each absorption system over 500,000 BTU/h, up to and including 1,000,000 BTU/h | $46.48 | $46.48 |
| 10. Each boiler or compressor over 30 HP, up to and including 50 HP, or for each absorption system over 1,000,000 BTU/h, up to and including 1,750,000 BTU/h | $71.27 | $71.27 |
| 11. Each boiler or refrigeration compressor over 50 HP, or each absorption system over 1,750,000 BTU/h | $118.78 | $118.78 |
| 12. For each air-handling unit, up to and including 10,000 cubic feet per minute, including attached ducts | $13.94 | $13.94 |
| 13. For each air-handling unit over 10,000 cfm | $23.76 | $23.76 |
| 14. For each evaporative cooler other than a portable type | $13.94 | $13.94 |
| 15. For each ventilation fan connected to a single duct | $10.07 | $10.07 |
| 16. For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit | $13.94 | $13.94 |
| 17. For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood. | $13.94 | $13.94 |
| 18. For the installation or relocation of each commercial or industrial type incinerator. | $97.09 | $97.09 |
| 19. each appliance or piece of equipment regulated by the code | $13.94 | $13.94 |
| 20. Fuel/Gas piping | $0.00 | $0.00 |
| a. Up to and including four outlets | $5.53 | $5.53 |
| b. Five or more outlets, ea outlet | $1.39 | $1.39 |

| | Current Fees | Proposed Fees |
|---|---|---|
| 21. Process Piping | | |
| a. Hazardous process piping (HPP) system up to and including four outlets | $9.04 | $9.04 |
| b. Piping system of fire or more outlets, each outlet | $1.86 | $1.86 |
| c. Non-hazardous process piping (NPP) system, up to and including four outlets | $3.61 | $3.61 |
| d. Piping system of fire or more outlets, each outlet | $0.93 | $0.93 |
| 22. Mechanical Plan Review | 50% of Permit Fee | 60% of Permit Fee |
| Plumbing Permits | | |
| 1. Plumbing fixture, trap or set of fixtures on one trap | $12.39 | $12.39 |
| 2. For each building sewer and each trailer park sewer | $31.50 | $31.50 |
| 3. Rainwater systems per drain (inside buildings) | $12.39 | $12.39 |
| 4. For each industrial waste sample well | $25.30 | $25.30 |
| 5. Fore each private sewage disposal system | $97.09 | $97.09 |
| 6. For each water heater and/or vent | $16.01 | $16.01 |
| 7. For each industrial waste pretreatment interceptor, including its trap and vent, excluding kitchen-type grease interceptors functioning as a fixture. | $25.30 | $25.30 |
| 8. For installation, alteration, ore repair of water piping and/or water treating equipment, each unit. | $6.30 | $6.30 |
| 9. For repair or alteration of drainage or vent | $6.30 | $6.30 |
| 10. For each lawn sprinkler system on any one meter, including backflow protection devices thereof | $19.11 | $19.11 |
| 11. For atmospheric-type vacuum breakers not included in item 12 below | | |
| a. 1 to 5 units | $16.01 | $16.01 |
| b. Over 5, each unit | $3.61 | $3.61 |
| 12. For each backflow protective device, other than atmospheric-type vacuum breakers | | |
| a. 2 inches or smaller | $16.01 | $16.01 |
| b. Over 2 inches | $31.50 | $31.50 |
| 13. Gas piping system, up to and including four outlets | $6.30 | $6.30 |
| 14. Gas piping system of fire or more outlets, each outlet | $1.60 | $1.60 |
| 15. Swimming Pool, Spa, and Hot Tub - Plumbing Permits | | |
| 1. Public pool | $63.52 | $63.52 |
| 2. Private Pool | $42.35 | $42.35 |
| 3. Pool filling system | $16.01 | $16.01 |
| 4. Each water heater and or vent | $16.01 | $16.01 |
| 5. Gas piping system, each unit | $6.30 | $6.30 |
| 6. Replacing of piping | $6.30 | $6.30 |
| 7. Miscellaneous replacements | $6.30 | $6.30 |
| 8. Backwash receptor | $6.30 | $6.30 |
| 16. Plumbing Plan Review | 50% of Permit Fee | 60% of Permit Fee |

**OXNARD PERFORMING ARTS & CONVENTION CENTER**
**PROPOSED RENTAL RATES**

**THEATER**

| | |
|---|---|
| Monday-Thursday | |
| Daytime 8 am – 6 pm | $1,150 |
| Evening 6 pm – 12 am | $1,650 |
| Full Day 8 am – 12 am | $2,475 |
| Cleaning Deposit: | |
| Low Risk Event | $200 |
| High Risk Event | $750 |

| | |
|---|---|
| Friday - Sunday | |
| Daytime 8 am – 6 pm | $2,475 or 10% |
| Evening 6 pm – 12 am | $3,550 or 10% |
| Full Day 8 am – 12 am | $4,950 or 10% |
| Cleaning Deposit: | |
| Low Risk Event | $500 |
| High Risk Event | $750 |

Rehearsal fees – 75% of standard rental rates

| | |
|---|---|
| Administrative Fee | $200 |
| Processing Fee | $100 |
| Custodial Fee | $150 |
| Overtime Rate | $180 |

**VENTURA ROOM**

Monday – Thursday
$150 per hour (3 hour minimum)

| | |
|---|---|
| Friday – Sunday | |
| Daytime 8 am – 3 pm | $1,225 |
| Evening 4 pm – 11 pm | $2,000 |
| Overtime Rate | $50 per hour |

**OXNARD ROOM**

Monday – Thursday
$200 per hour (3 hour minimum)

| | |
|---|---|
| Friday – Sunday | |
| Daytime 8 am – 3 pm | $1,795 |
| Evening 4 pm – 11 pm | $2,500 |
| Overtime Rate | $65 per hour |

**OXNARD PERFORMING ARTS & CONVENTION CENTER**
**PROPOSED RENTAL RATES**

**MEETING ROOMS**

Monday – Thursday
$45 per hour (2 hour minimum)
Friday – Sunday
$65 per hour (2 hour minimum)

**LOBBY/ATRIUM**

Monday – Thursday
$75 per hour (3 hour minimum)
Friday – Sunday

| | |
|---|---|
| Daytime 8 am – 3 pm | $700 |
| Evening 4 pm – 11 pm | $1,100 |
| Overtime Rate | $50 per hour |

**VENTURA OUTDOOR STAGE**

Monday – Thursday
$75 per hour (3 hour minimum)
Friday – Sunday

| | |
|---|---|
| Daytime 8 am – 3 pm | $700 |
| Evening 4 pm – 11 pm | $1,100 |
| Overtime Rate | $50 per hour |

Plus existing fees for labor and equipment

City of Oxnard
Cultural and Community Services
Proposed Facility Rental Fees

| | Oxnard Resident/Business/Commercial Rate | Non Oxnard Resident/Business/Commercial Rate |
|---|---|---|
| **Wilson Senior Center** | | |
| ***Classroom and Meeting Rentals*** | | |
| Main Room | $45/hour | $60/hour |
| Activity Room | $45/hour | $60/hour |
| Art Building | $45/hour | $60/hour |
| Cleaning Deposit | $100 | $100 |
| | | 25% discount on above rental rates for Oxnard Based Non-Profits. |
| ***Party/Event Rentals*** | | |
| Main Room (12:00 - 5:00 p.m.) | $500 | $700 |
| Main Room (6:00 - 12:00 p.m.) | $650 | $850 |
| Security Deposit | $500 | $500 |
| | | |
| *Add Ons* | | |
| Kitchen | $100 | $100 |
| Large Coffeemaker | $20 | $20 |
| PC Projector | $25 | $25 |
| PA System | $100 | $100 |
| Facility Attendant | Actual Cost | Actual Cost |
| Janitorial Staff | Actual Cost | Actual Cost |
| PC Support | Actual Cost | Actual Cost |

City of Oxnard
Cultural and Community Services
Proposed Facility Rental Fees

| | Oxnard Resident/Business/Commercial Rate | Non Oxnard Resident/Business/Commercial Rate |
|---|---|---|
| **South Oxnard Center** | | |
| ***Classroom and Meeting Rentals*** | | |
| Monday - Fridays (2:00 p.m. - 5:00 p.m.) | | |
| Meeting Room 1 | $45/hour | $60/hour |
| Meeting Room 2 | $45/hour | $60/hour |
| Meeting Room 3 | $45/hour | $60/hour |
| All Meeting Rooms | $125/hour | $150/hour |
| Cleaning Deposit | $100 | $100 |
| | | 25% discount on above rental rates for Oxnard Based Non-Profits. |
| ***Party/Event Rentals*** | | |
| Afternoon (12:00 - 5:00 p.m.) | $600 | $800 |
| Evening (6:00 p.m. - 12:00 a.m.) | $750 | $950 |
| Security Deposit | $500 | $500 |
| | | |
| *Add Ons* | | |
| Kitchen | $100 | $100 |
| Large Coffeemaker | $20 | $20 |
| PC Projector | $25 | $25 |
| PA System | $100 | $100 |
| Facility Attendant | Actual Cost | Actual Cost |
| Janitorial Staff | Actual Cost | Actual Cost |
| PC Support | Actual Cost | Actual Cost |

City of Oxnard
Cultural and Community Services
Proposed Facility Rental Fees

| | Oxnard Resident/Business/Commercial Rate | Non Oxnard Resident/Business/Commercial Rate |
|---|---|---|
| **Oxnard Public Library** | | |
| ***Classroom and Meeting Rentals*** | | |
| Meeting Room A | $30/hour | $45/hour |
| Meeting Room B | $45/hour | $60/hour |
| SOBL - Santa Rosa Room | $45/hour | $60/hour |
| | | 25% discount on above rental rates for Oxnard Based Non-Profits. |
| *Add Ons* | | |
| Kitchen | $50 | $50 |
| Large Coffeemaker | $20 | $20 |
| PC Projector | $25 | $25 |
| PA System | $25 | $25 |
| Facility Attendant | Actual Cost | Actual Cost |
| Janitorial Staff | Actual Cost | Actual Cost |
| PC Support | Actual Cost | Actual Cost |
| **Showmobile** | | |
| Showmobile Rental | $700/day | N/A |
| Delivery Fee | $162.64 | N/A |
| Security Deposit | $500 | N/A |

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING AND ADJUSTING FEES AND CHARGES FOR VARIOUS CITY SERVICES AND PERMITS

WHEREAS, on June 26, 2018, the City Council adopted financial management policies ("the policies") to be followed in the development and implementation of the City budget; and

WHEREAS, subsection B of section III of the policies requires annual review of activities supported by user fees and charges to determine costs and effect adjustments sufficient to recover actual costs, including the impact of inflation; and

WHEREAS, the City Of Oxnard has prepared a Cost of Services review with the guidance and assistance of Revenue & Cost Specialists, LLC, recognized experts in cost recovery studies; and

WHEREAS, such review has been performed to establish new fees and adjust current fees; and

WHEREAS, the new fees and adjustments to current fees included in this resolution will provide full cost recovery to Development Services, Public Safety (Fire, CUPA and Police), Cultural & Community Services, Maintenance Services, and Administrative Services (Treasurer, Information Technology) providing these services; and

WHEREAS, the adoption of this resolution is exempt from the California Environmental Quality Act (CEQA) as the establishment of fees for the purpose of meeting operating expenses, including employee wage rate and fringe benefits; and

WHEREAS, notice was given of the proposed adoption of this resolution and a public hearing was held thereon, as required by law.

NOW, THEREFORE, the City Council of the City of Oxnard finds that the fees adopted by this resolution are for the purpose of meeting operating expenses, including employee wage rates and fringe benefits, as set out in the fee schedule provided in Exhibit A.

///

///

///

///

///

///

///

///

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

The fee schedule in Exhibit A is adopted, with the fees related to development projects taking effect sixty (60) days after adoption, and the remainder of the fees taking immediate effect.

PASSED AND ADOPTED this 24th day of July, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**“I believe that all residents deserve clean, safe, well maintained park facilities. This before building new parks!”** - Oxnard Resident

# Appendix E: All About Oxnard

## Oxnard's Geographic Context

## Oxnard's History and Development Footprint

## Oxnard's Culture and Demographics

To address Oxnard's issues and devise solutions, it's important to understand the City's cultural, environmental, and social nuances. What makes Oxnard the place is it today? Why is it like this? How does this influence parks? Knowing what makes Oxnard unique is the key to unlocking the interventions that will best serve the City.

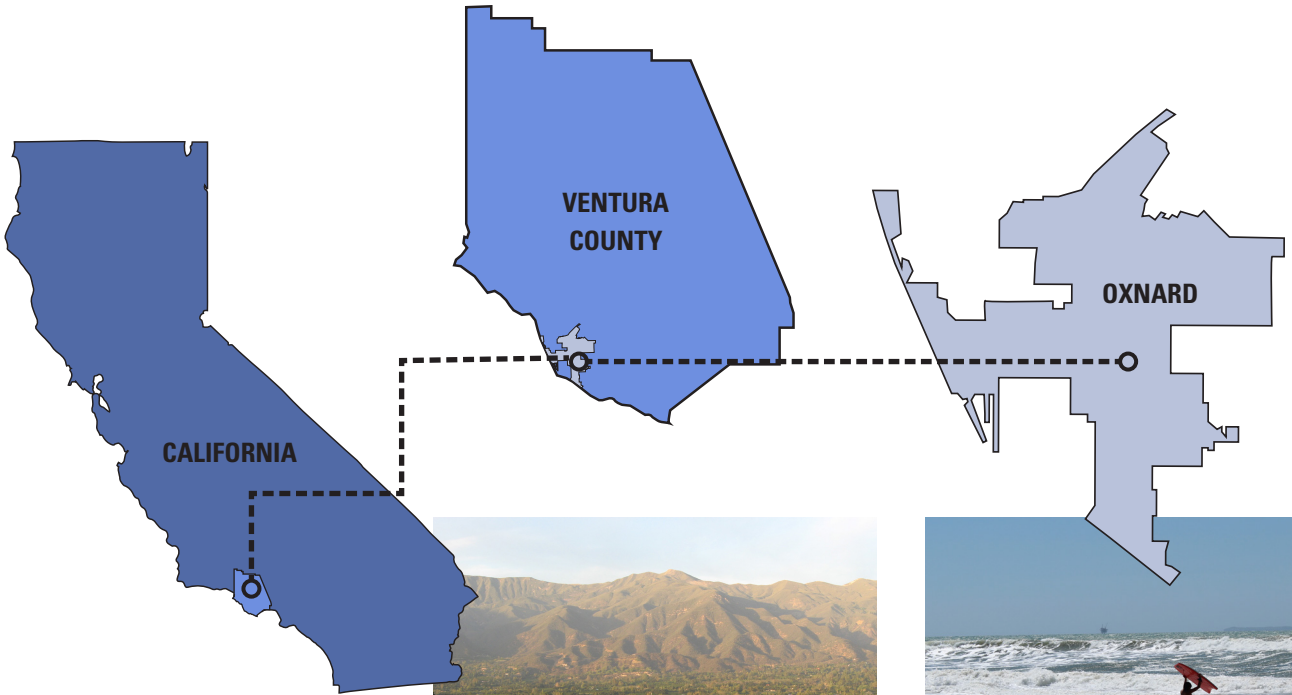
The Inventory and Research Phase involved collecting and analyzing data about Oxnard. The project team explored the City's environmental makeup – its watersheds, soil composition, habitats, and urban landscape. They also researched Oxnard's culture and demographics and looked to the past for context, considering how this history influences the present. The purpose was to understand the background of Oxnard's current challenges in order to predict those it will face in the future.

# Oxnard's Geographic Context

Oxnard is the most **populous** city in Ventura county but is distinguished by its **agricultural** past.

When one looks at an aerial view of Oxnard, the most striking characteristic is the prevalence of agricultural fields. Oxnard's nearby agriculture, mountains, and ocean juxtaposes the urban environment within its borders. Named after two beet sugar-producing brothers, Oxnard is known for agricultural production.

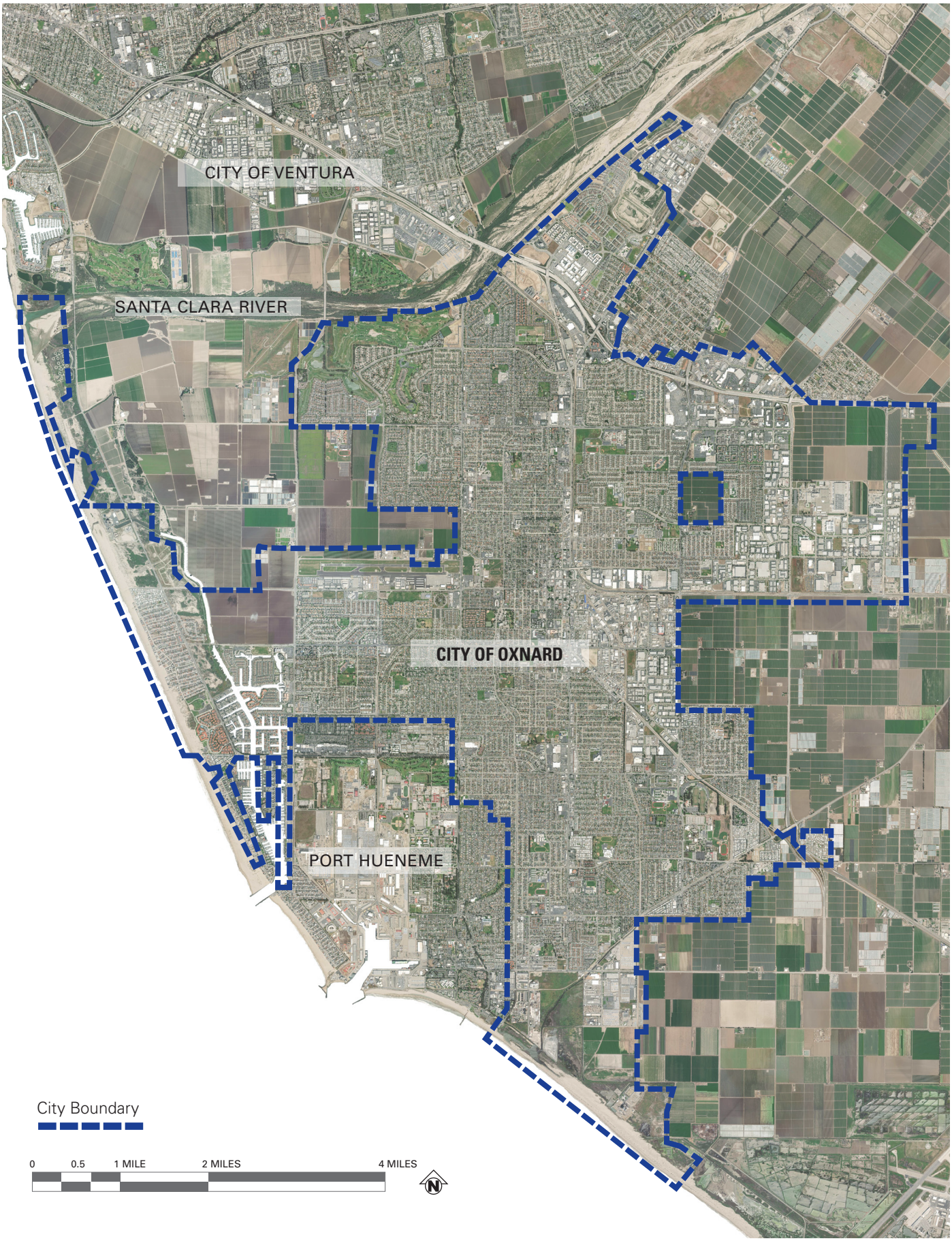
Ventura County, where Oxnard is located, is one of the wealthiest counties in the United States. It is the most Southern County within California's "Central Coast" and known for its beautiful landscapes. Ventura County is directly adjacent to the County and City of Los Angeles.





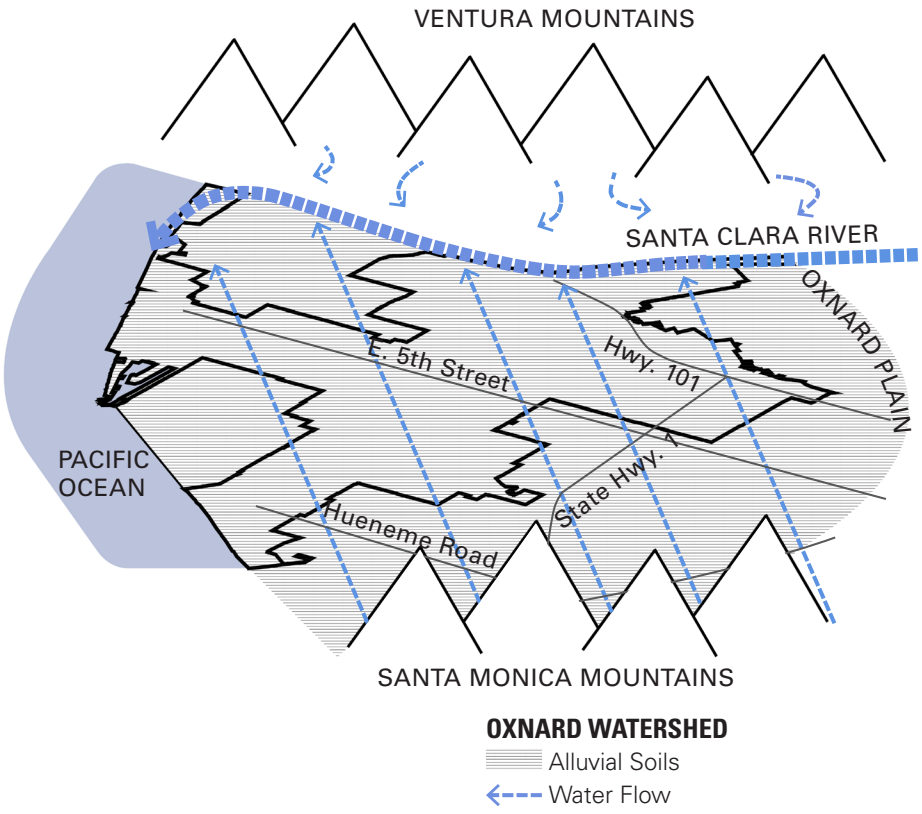
Ventura County Mountain Landscape

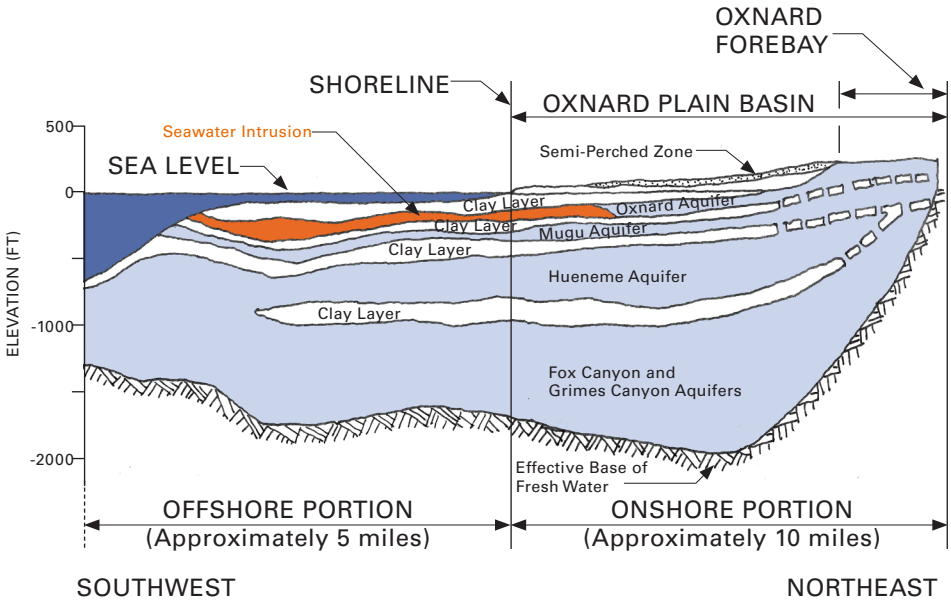

California Lifestyle


CITY OF VENTURA
SANTA CLARA RIVER
CITY OF OXNARD
PORT HUENEME
City Boundary
0
0.5
1 MILE
2 MILES
4 MILES
N

# Defined by Water

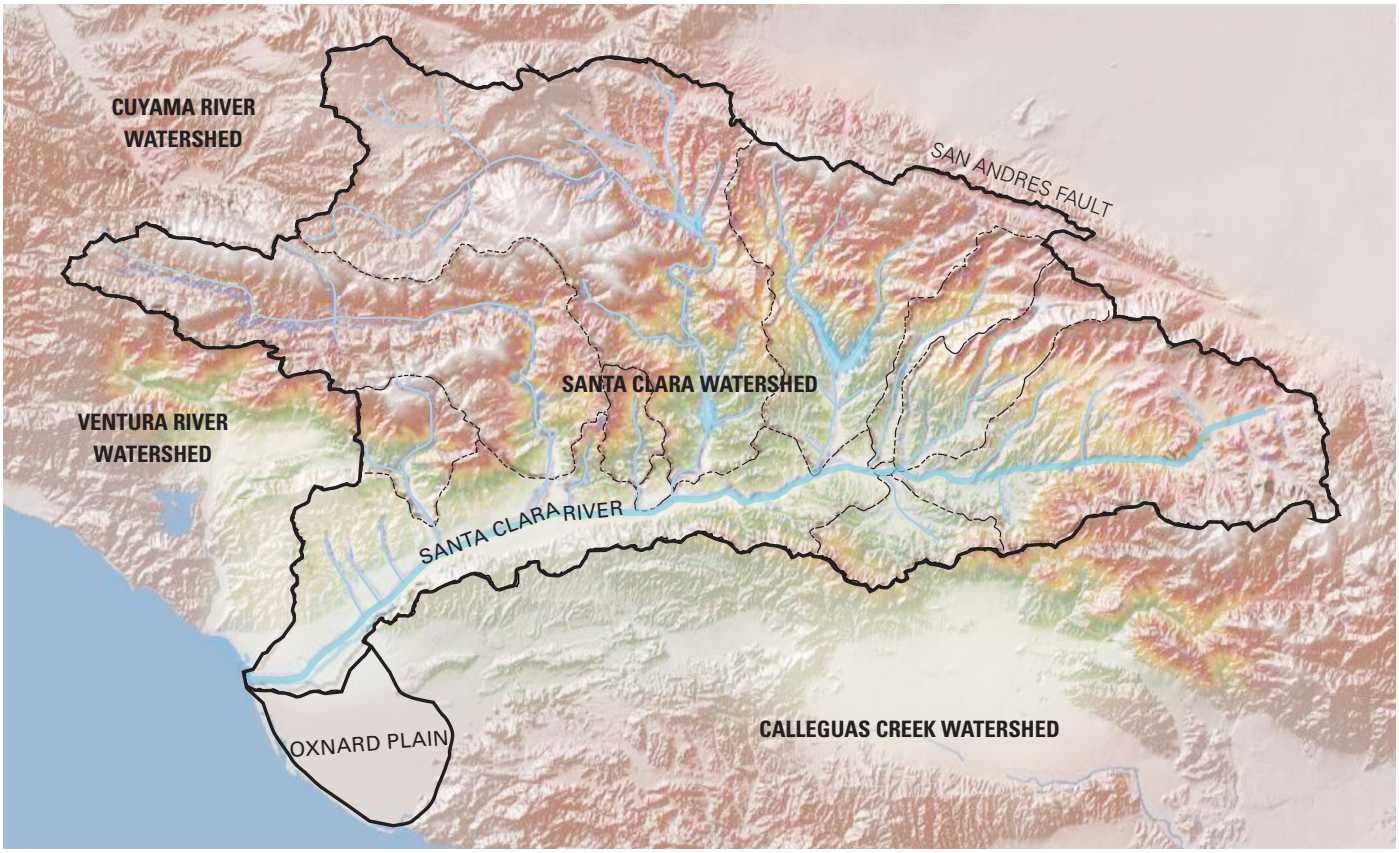
Oxnard is located on the Oxnard Plain, a flat area between the Topatopa Mountains and the Santa Monica Mountains. This Plain is filled with fertile soil deposits from the Santa Clara River. As rainwater drains from the mountains, the Santa Clara River's sediments are added to the Plain through a process called deposition.[1] The resulting fertile soil is why Oxnard is prime for crop growth. This process also results in an adequate water supply from the creation of confined aquifer systems. Rainwater from the mountain ranges are seeped into confined aquifers which are protected from the surface by permeable rock and clay.[2] This not only contributes to water supply, but results in a longer growing season for crops. As Oxnard is adjacent to the Pacific Ocean, salt water intrusion into confined aquifers is a general problem for its underground water system.[3]




*https://www.fcgma.org/groundwater-basins/15-pleasant-valley-pv*

1 pubs.usgs.gov/wri/wri024136/Text2.pdf
2 www.fcgma.org/groundwater-basins/15-pleasant-valley-pv
3 blogs.edf.org/growingreturns/2017/12/11/groundwater-trading-california




*https://www.researchgate.net/figure/Santa-Clara-River-Watershed-municipalities-and-major-waterbodies*

The Oxnard Plain sits betweens the Calleguas Creek and Santa Clara Watersheds. The Santa Clara Watershed is diverse, encompassing urban, agriculture, and natural landscapes in 1,634 square miles.[1] Its tributaries are collected into the Santa Clara River, the largest river system in Southern California that is still in a natural state.

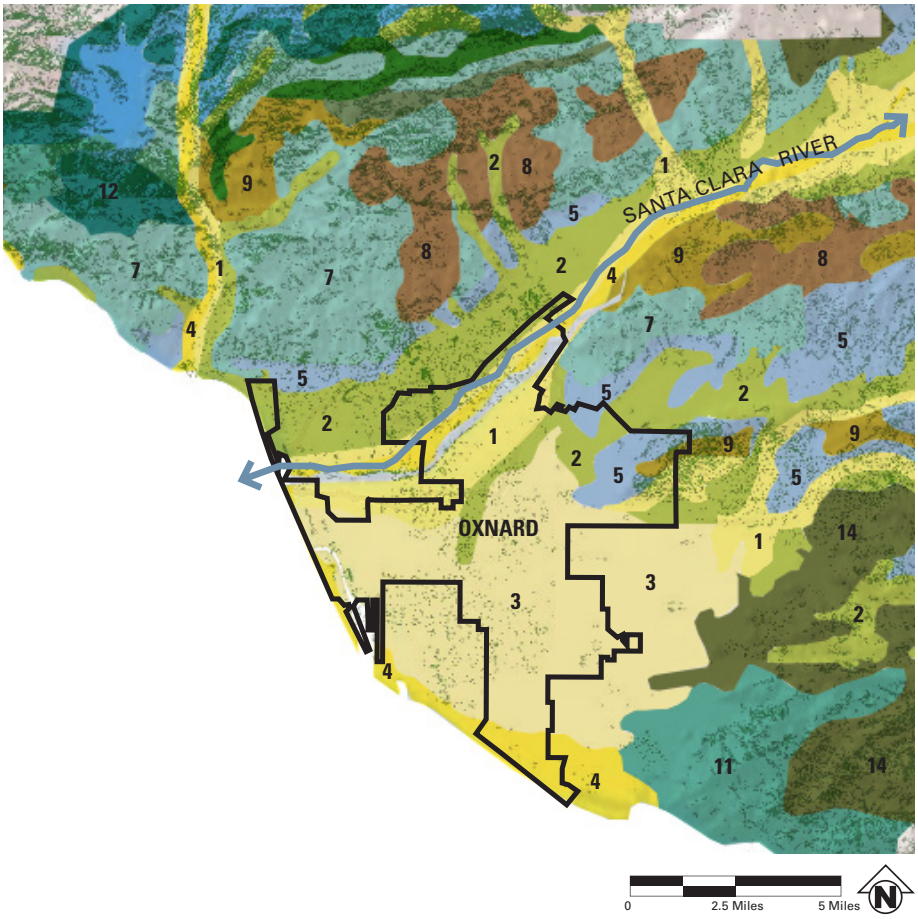
The Calleguas Creek Watershed is located in Southeastern Ventura County and is approximately 340 square miles.[2] The Watershed is formed by the Santa Susana, South and Oak Ridge Mountains, making up the Simi Hills and Santa Monica Mountain boundary South of Oxnard.[2] The Calleguas Creek Watershed drains into the ocean through Mugu Lagoon. The Santa Clara Watershed drains at the Pacific Ocean just North of Oxnard. This creates a rich, diverse estuary that fosters many flora and fauna.

2 wcvc.ventura.org/calleguas.htm

# Nature of the Plain

What is evident from this map is that Oxnard is primarily made up of poorly draining loamy sands to silty clay loam. The soils are formed in deep alluvium that is derived from sedimentary rocks and clay.[1] Poorly drained soil can be attributed to the layers of clay bedrock (found in the diagram on the previous page). As this type of soil sits within the Oxnard agricultural areas, it can require artificial drainage or be drowned in water during the rainy season.[1] Knowing Oxnard's predominate soil type is important when planning for future vegetation in the design of open spaces and parks.

1 ceventura.ucanr.edu/Com_Ag/Soils/The_environamental_characteristics_of_Ventura_County_and_its_soils_/General_Soil_Map

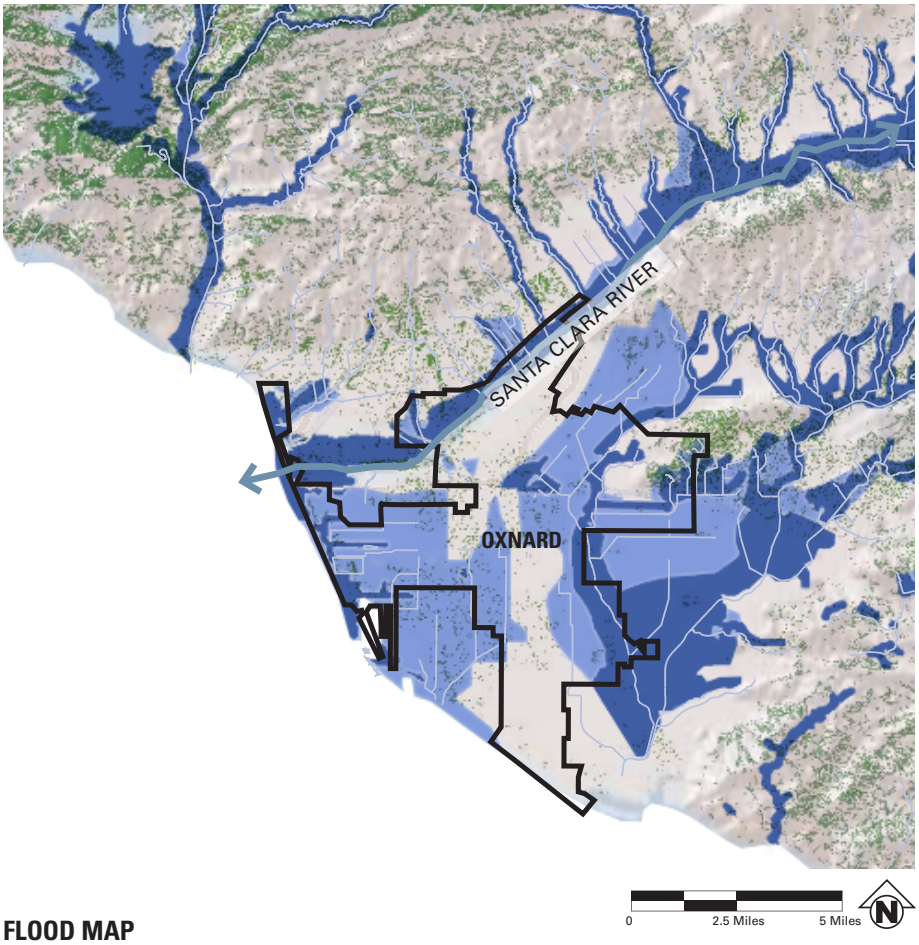



**SOIL AND TREE COVERAGE**

- Tree Coverage
- 1 Excessively drained loamy sands
- 2 Well-drained loans to silty clay
- 3 Poorly drained loamy sands to silty clay loam
- 4 Excessively drained, stratified sandy, gravelly + cobbled
- 5 Fine sandy barnes + slowly permeable sandy clay subsoil
- 6 Fine sandy barnes + permeable sandy clay loam and subsoil
- 7 Clay barnes + silty clay loans over shale or sandstone
- 8 Sandy loans to silty clay learns over sandstone or shale
- 9 Shaley loans that are over shale or sandstone
- 10 Silty clay learns and shaley silty clay learns
- 11 Learns and clay barnes with clay loam + subsoil
- 12 Clay barnes over sandstone or shale
- 13 Sandy loams over shale or sandstone
- 14 Clay loams over basic igneous rock

*ceventura.ucanr.edu/Com_Ag/Soils/The_environamental_characteristics_of_Ventura_County_and_its_soils_/General_Soil_Map/*

Oxnard has many local tributaries and waterways woven throughout its city fabric. The major tributaries that flow to the Santa Clara River are Sespe, Piru, and Castaic Creek. In addition, The City of Oxnard has many jurisdictional channels, such as the Beardsley Revolon Channel and Rice Road, J Street, and Oxnard West drains. According to the map above, neighborhoods closest to these tributaries are most affected by a 100 and 500-year flood event. Comparing this data to the Soil Map on the previous page, you can observe that the areas consisting of poorly drained loamy sand and clay loam match with those affected by flooding events. These areas could benefit from more green spaces and public realm green infrastructure to mitigate flood impact.




**FLOOD MAP**

Tree Coverage
500 Year Flood Zone
100 Year Flood Zone
Tributaries + Waterways

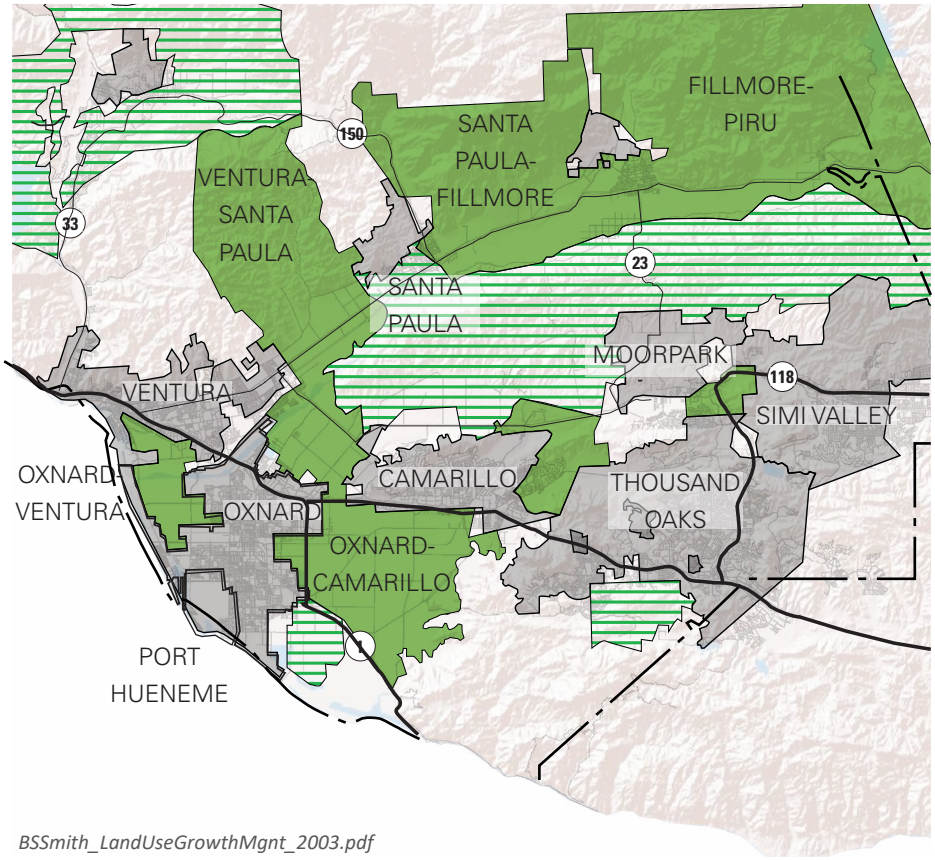
*www.oxnard.org/city-department/development-services/maps*

# Agriculture as Priority

The Save Open Space and Agricultural Resources (SOAR) Initiative was enacted in 1998 to further commit Oxnard in preserving farmland outside the city boundary. Regionally, SOAR is enacted in 15 cities across Ventura County, creating legal greenbelt boundaries between major municipalities.[1] Its purpose is to preserve Ventura County's rolling hills, mountains, and agricultural lands while limiting development outside city limits.

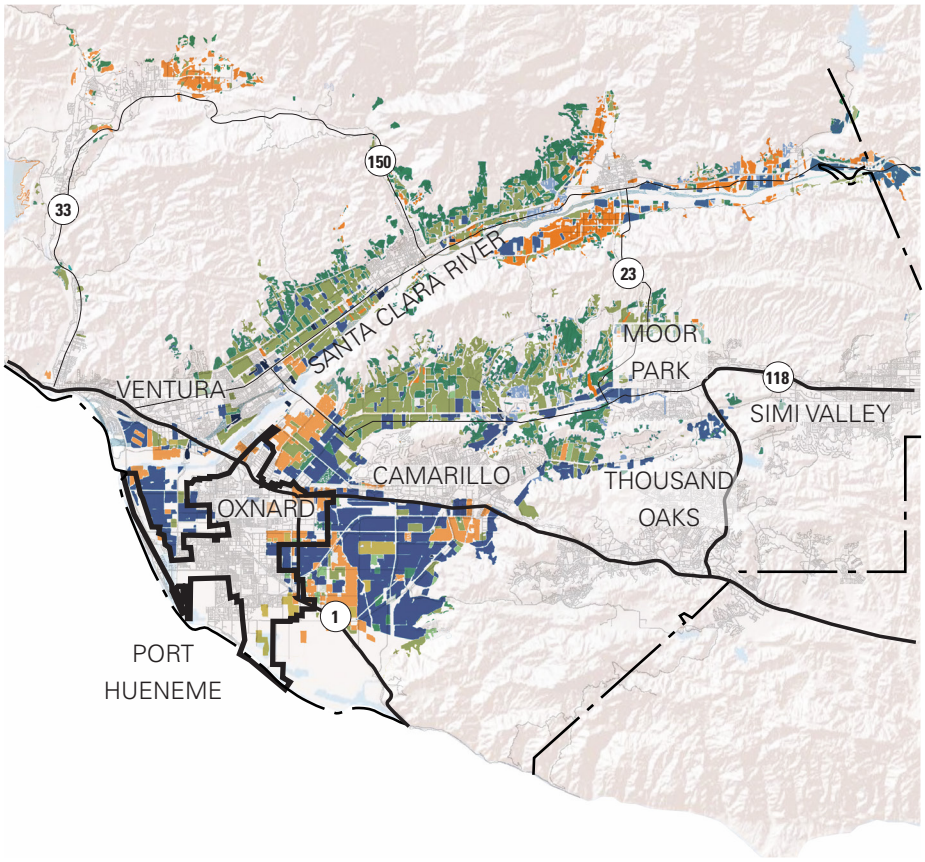
The ordinance was updated in 2016 and is currently set to expire in 2050.

1 www.soarvc.org/about/what-is-soar/



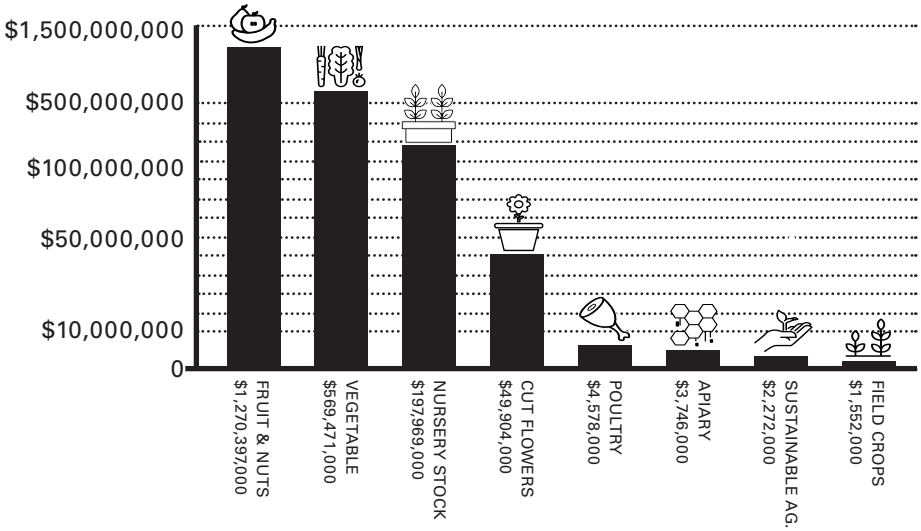



SOAR Greenway Boundary: agriculture, green rolling hills and mountain landscapes.
*www.soarvc.org/*




## VENTURA COUNTY AGRICULTURE INDEX

REVENUE BREAKDOWN 2017




**CROP GROWTH IN OXNARD AND VENTURA COUNTY**

- Avocado
- Raspberry
- Lemon
- Orange
- Strawberry
- Sod Farms
- Nursery
- Row Crops
- Cut Flowers

*www.farmbureauvc.com/county-crop-data*

# Historical Habitats (Pre-Development)

This map highlights the traditional habitats present in Oxnard before modern human development (early 1800's).[1] The data was collected by the San Francisco Estuary Institute and State Coastal Conservancy.[1] It provides a detailed look at Oxnard's historical natural landscape. Oxnard was mostly comprised of forested wetlands, alkali meadows, and coastal sage scrub before modern human settlement.[1] Sand dunes, which are now limited to small preservation areas, once took up large swaths of the coastline.[1] Modern day Port Hueneme and Mugu Lagoon also had tidal marsh and salt flats that do not exist today.[1]

Understanding what habitats once naturally existed in Oxnard dictates the species needed to restore natural systems in the future. Good parks and open spaces should reflect the ecological patterns of the native landscape.

1 *www.sfei.org/documents/historical-ecology-lower-santa-clara-river-ventura-river-and-oxnard-plain-analysis-terrest*

## WILLOW-COTTONWOOD FORESTED WETLAND A


Salix lasiolepis (Arroyo Willow)


Baccharis salicifolia (Mulefat)


Salix laevigata (Red Willow)


Cressa truxillensis (Spreading Alkali Weed)


Populus fremontii (Fremont Cottonwood)


Platanus racemosa (Occasional Sycamores)


Scirpus [Schoenoplectus] spp. (Tule)


Carex spp. (Sedges)

## GRASSLAND / COASTAL SAGE SCRUB B


Artemisia-californica (California Sagebrush)


Baccharis pilularis (Coyote Brush)


Encelia californica (California Brittlebush)


Salvia apiana (White Sage)

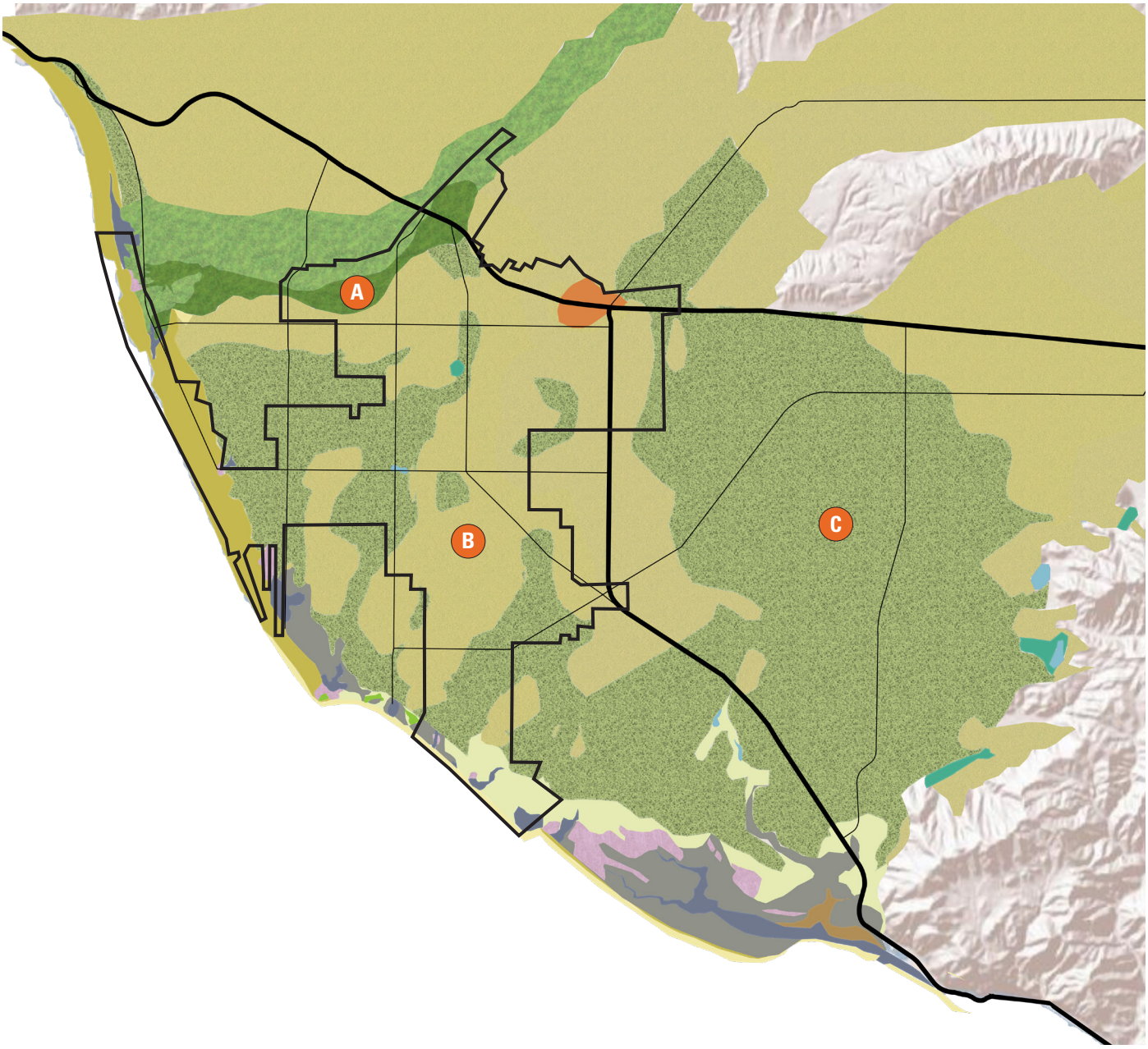
## ALKALI MEADOW C


Distichlis spicata (Saltgrass)


Cordylanthus maritimus (Salt marsh birds beak)


Cressa truxillensis (Spreading alkali weed)


Lasthenia ferrisiae (Alkalki goldfields)




**HISTORICAL HABITATS (PRE-DEVELOPMENT)**

0 1.5 Miles 3 Miles

N

Coastal / Estuarine Habitats

- Beach
- Dune
- Tidal & Non-Tidal Lagoons
- Tidal Flat
- Marsh (Tidal & Salt/Brackish)
- Salt Flat
- High Marsh Transition Zone

Palustrine and Terrestrial Habitats

- Perennial Freshwater Pond
- Valley Freshwater Marsh
- Willow Thicket
- Meadow (Alkali/Flat)
- Oaks and Sycamores
- Grassland/Coastal Sage Scrub

Riparian Habitats

- Willow-Cottonwood Forested Wetland
- Other In-Channel Riparian

*www.sfei.org/documents/historical-ecology-lower-santa-clara-river-ventura-river-and-oxnard-plain-analysis-terrest*

# Abundance of Natural Resources

Oxnard's proximity to natural resources is impressive. Within a thirty minute drive, an Oxnard resident can reach coastal, riparian, and mountainous landscapes. The Oxnard community values their natural resources. This has resulted in many of Oxnard's ecological resources being protected. Natural environments such as Ormond Beach, the coastal estuaries, wetlands, sand dunes, SOAR-protected farmland and rolling hills are all protected from public access. These natural features are a resource for Oxnard residents and eco-tourism.

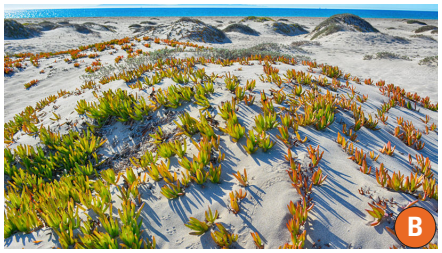






## OXNARD COAST & BEACH

Oxnard has over 20 miles of coastline and two acres of public beaches. This acreage does not include County-owned or Port Hueneme beaches. Popular beaches along Oxnard's coast include Silver Strand, Oxnard Beach Park, and Hollywood Beaches. Oxnard's beaches are known for being scenic and never too full of tourists.




## OXNARD'S SAND DUNES

Located adjacent to Oxnard Beach Park is one of the largest expanses of natural sand dunes in the State of California. They are located along Harbor Boulevard and are fenced off from public access. Oxnard's Sand Dunes create natural habitat for coastal vegetation and animals. They are iconic of a coastline that was once completely comprised of such dunes.

Image Source: City of Oxnard



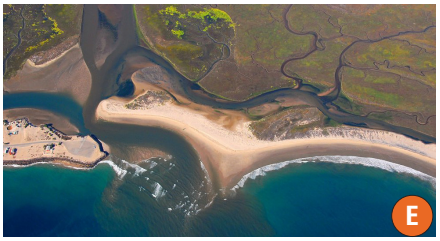

## MOUNTAINS & HILLS

To the south of Oxnard sit the Santa Monica and to the north are the Topatopa Mountains. These wild mountainous landscapes are flanked by the rolling-green pastoral hillsides that surround Ventura, Camarillo, and Santa Paula. These topographic treasures create a beautiful backdrop against the flat agricultural land in Oxnard.




## ORMOND BEACH

Ormond Beach, a 1,500 acre wetland and two mile coastal preserve, is in south Oxnard. Formerly an industrial site, officials have been working towards restoring Ormond Beach to its natural state. The wetlands are home to over 200 migratory bird species, as well as other endangered habitat sites. The beach segment has extensive sand dune preservations.




## MUGU LAGOON

Mugu Lagoon, a natural salt marsh, sits at the mouth of the Calleguas Creek Watershed. The site supports many species of shore birds and other salt water marine species. Mugu Lagoon is not open to the public. It is located within the U.S. Naval Base at Ventura County, deemed "Point Mugu" by officials.




## SANTA CLARA RIVER

The Santa Clara River is 83 miles long, draining into the Pacific Ocean from Oxnard city limits. It is called "one of the last wild rivers in Southern California" for its unconfined course. There is currently no public connection along the river bank for recreation. A levee that separates the River from nearby residential communities is in the process of being upgraded.




## FARMLAND GREENBELT

The SOAR greenbelt adjacent to Oxnard's city limits preserves acres of farmland for agricultural production. Farmland separates Oxnard from each of its neighboring cities.

# Land of Endless Summer

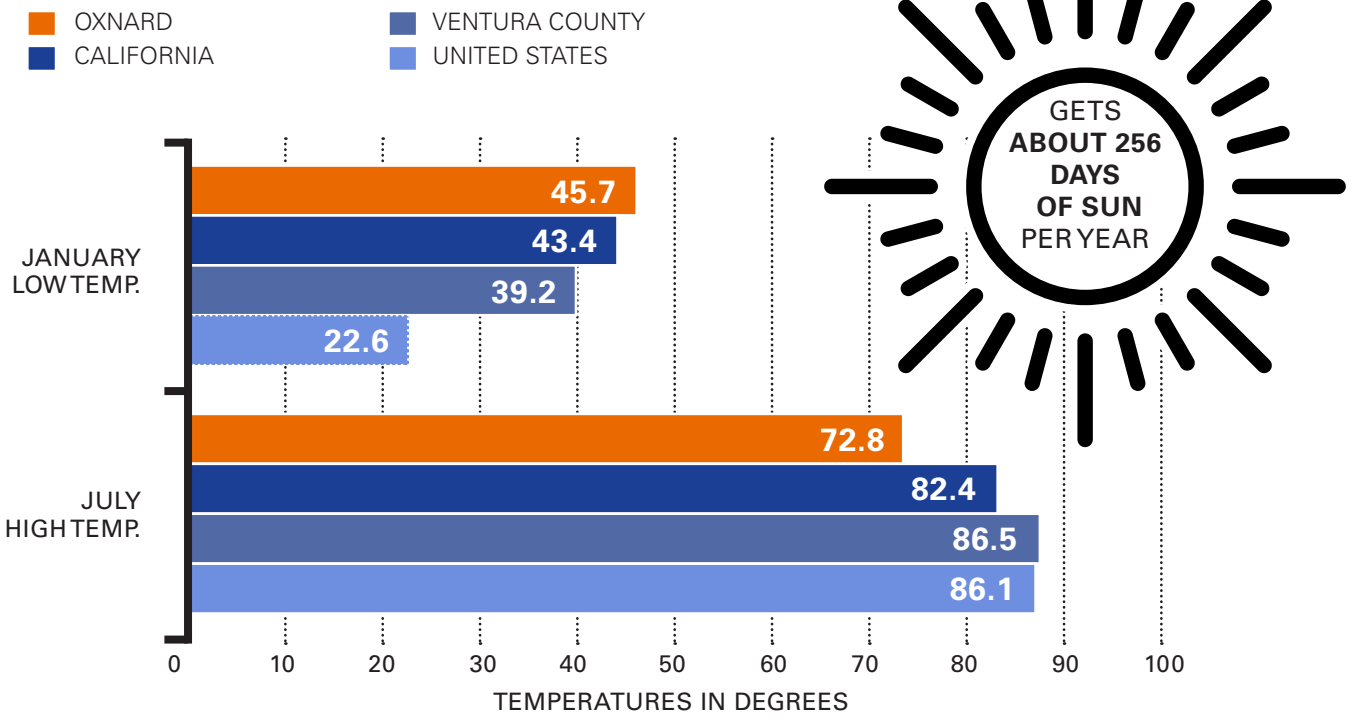
Oxnard has amazing weather year-round. The City's position along the central coast results in sunny, temperate weather that is cooler than the rest of California in the summer and slightly warmer in the winter. Oxnard's climate is considered "dry-summer subtropical" or "Mediterranean."[1] This climate zone has hot, dry summers and mildly wet winters. Looking towards the future, global warming is expected to affect climate conditions in California. For example, droughts are expected to last longer, followed by intense flooding and sea level rise.[2] Smart design of parks and streets will make Oxnard more resilient to these changes.

1 www.weatherbase.com/weather/weather-summary

2 coastalresilience.org/project/ventura-county/php3?s=19327&cityname=Oxnard,+California,+United+States+of+America

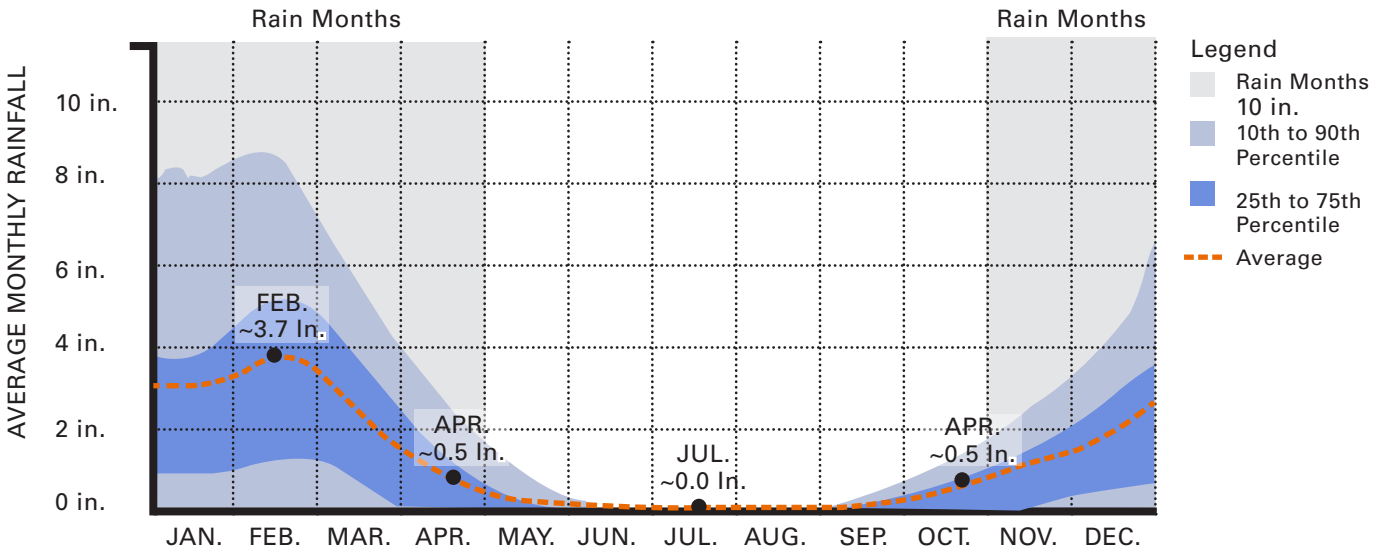


Oxnard Beach Park







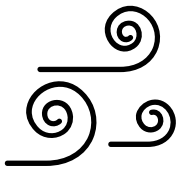



AVERAGE HUMIDITY PERCENTAGE



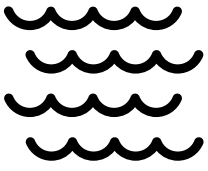
**~60%**

AVERAGE WIND SPEED



**~5-8 mph**

AVERAGE WATER TEMPERATURE



**~58°-66°**

*weatherspark.com/y/1438/Average-Weather-in-Oxnard-California-United-States-Year-Round*

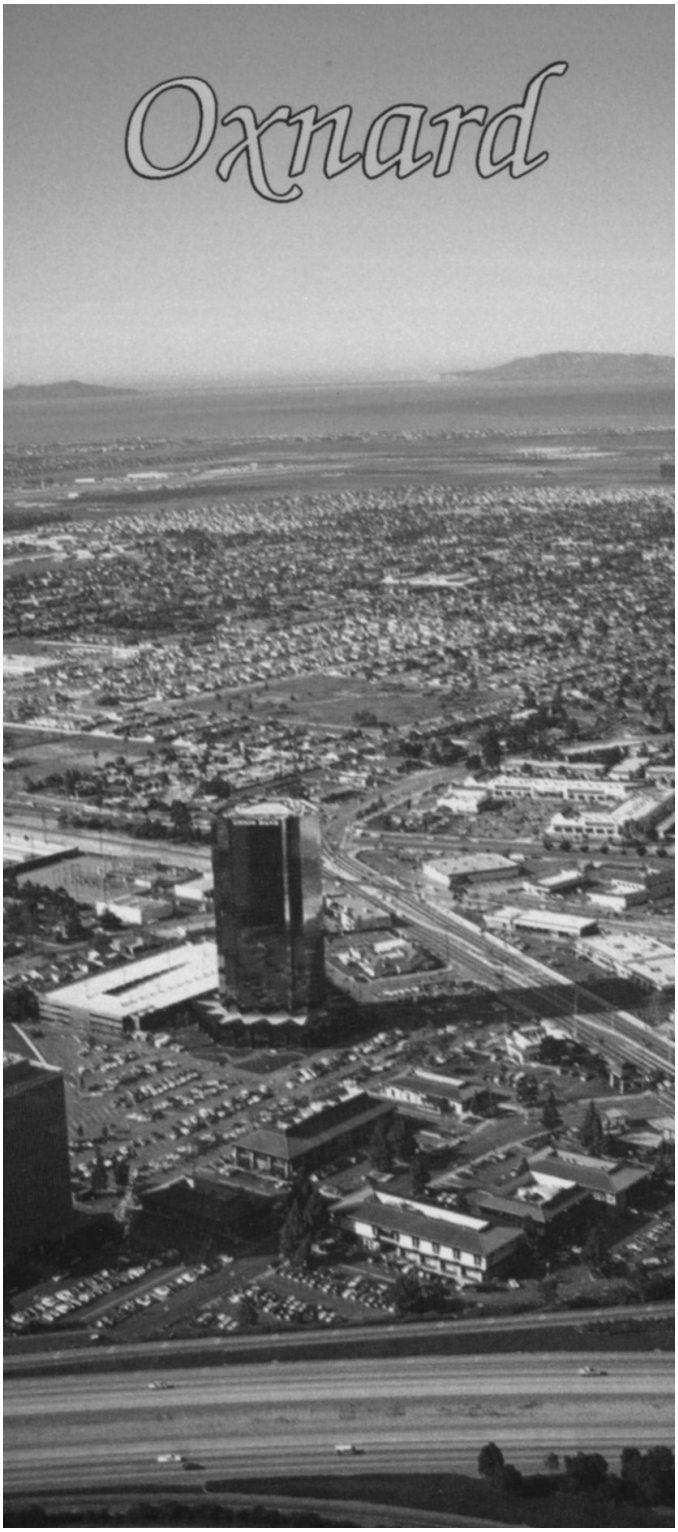
# Oxnard's History & Development

Oxnard, like all cities, is a product of its **historic and cultural development**. Layer upon layer reveals a city driven by abundant natural and agricultural resources.

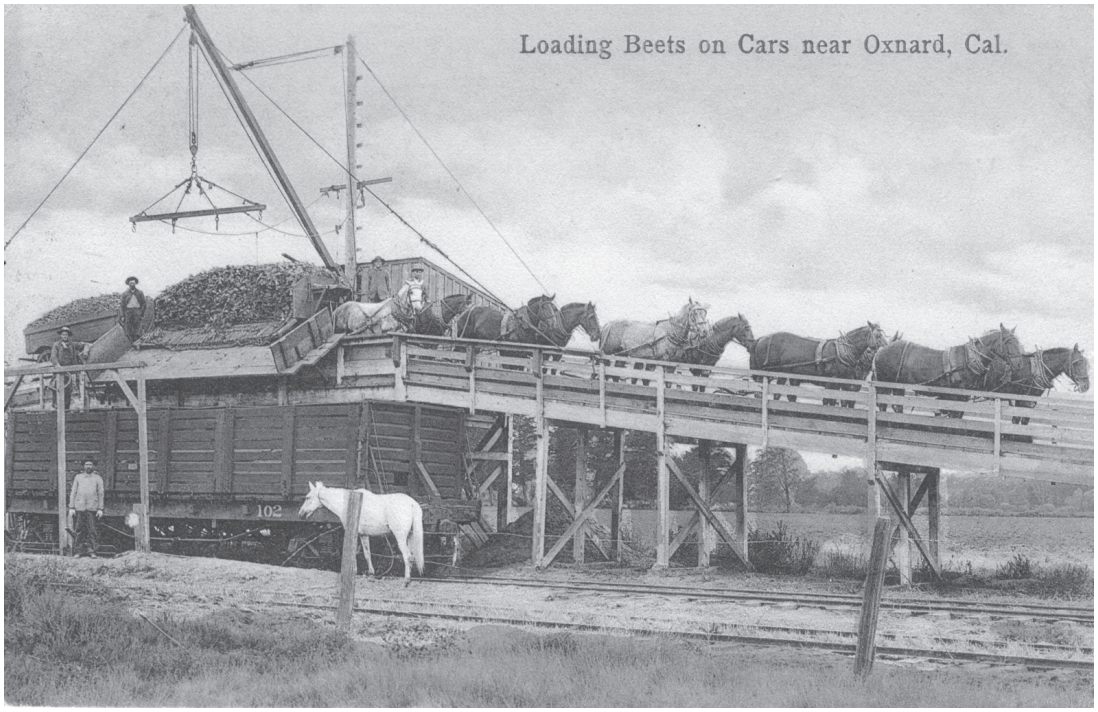
Oxnard's history reveals the cultural and economic influences responsible for its present form. It uncovers why parks developed where they are, as well as their integration within the city. In this phase of the project, the project team analyzed Oxnard's historical narrative as well as how it physically evolved through development patterns.



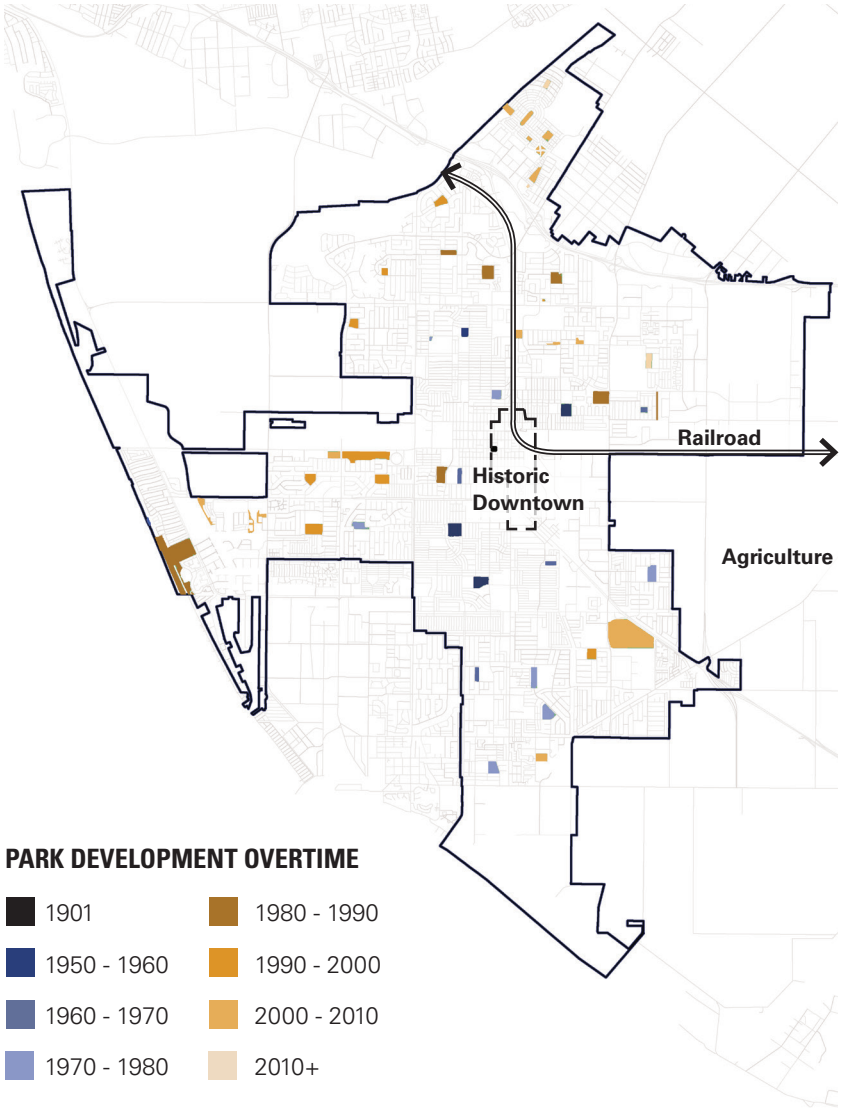
Provided by the City of Oxnard




Oxnard Aerial (Jeffery Wayne Maulhardt Collection)




Oxnard Agriculture Beginnings (Jeffery Wayne Maulhardt Collection)




## AGRICULTURAL INFLUENCE

- Oxnard's first park was Plaza Park established in 1901. Plaza Park was the town square of the Oxnard's agricultural settlement during the town's expansion period.
- Oxnard's oldest parks surround the Historic Downtown and southern neighborhoods. As Oxnard was founded for its agriculture potential, many of the workers lived close to the fields and railroad.
- The 1970s and 1980's saw a large increase in residential growth. This resulted in many park spaces being built in areas closer to the beach and in North Oxnard. The neighborhoods above Highway 101 saw major growth in the 2000's.
- Parks in South Oxnard are generally older than those in the North.
- A greater percentage of new parks were built in North Oxnard. However, the addition of College Park has given South Oxnard a major park amenity.

# Historical Timeline

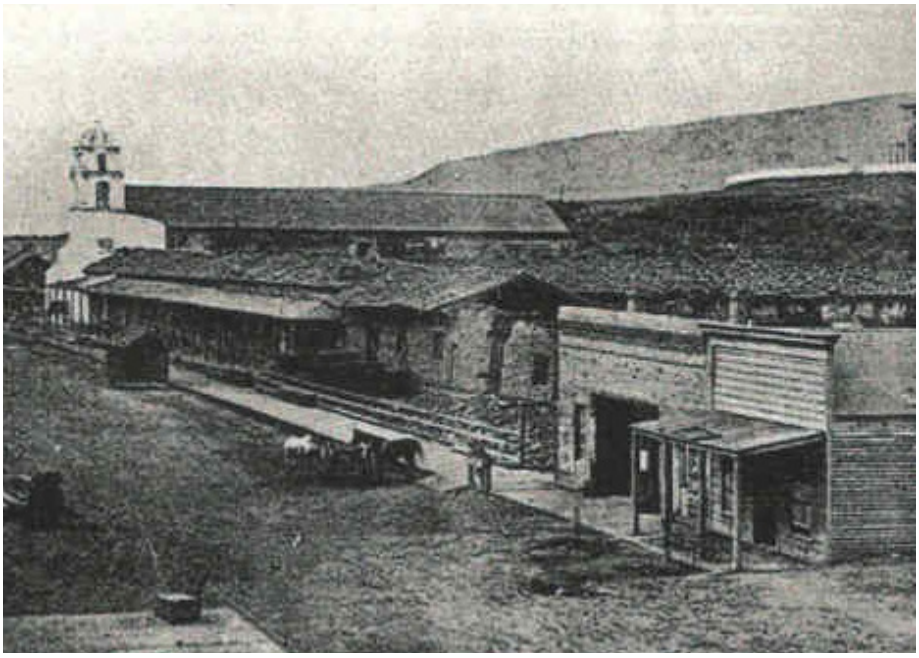
## (10,000+ YEAR ERA )1700 CHUMASH ERA

Chumash Native Americans were the first human inhabitants in the Oxnard region. Living along the California coastline, the Chumash adopted a maritime and hunter gatherer culture. Several villages were established along the coast, and the Chumash utilized long wooden canoes for transportation, hunting, and trade. First encounters with Europeans occurred in 1542, with the arrival of Portuguese explorer Juan Rodriguez Cabrillo.



## 1782 SAN BUENAVENTURA

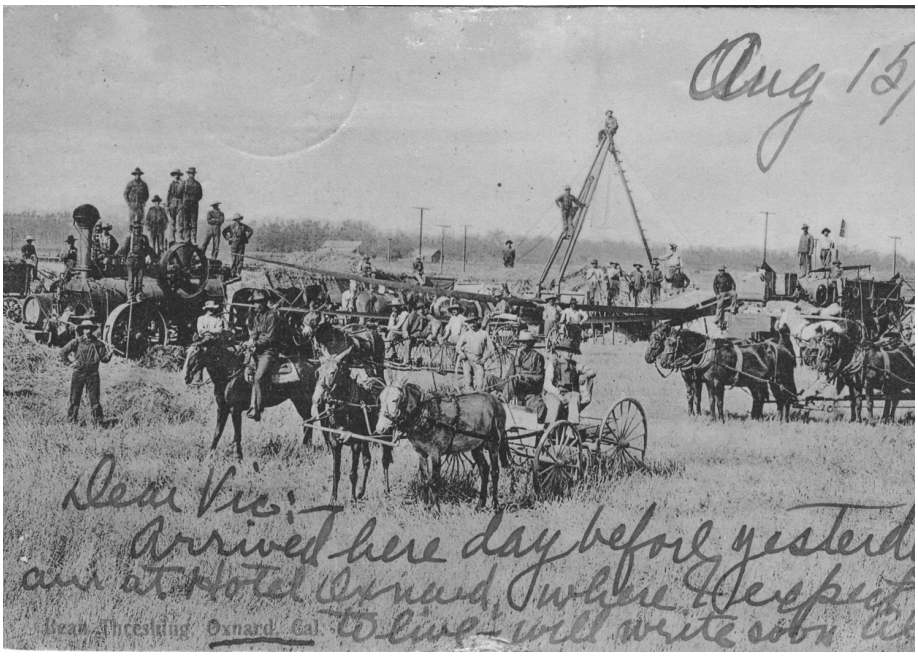
European exploration to the region continued with the arrival of the Spanish. In 1782, Mission San Buenaventura was established and brought with it further development to the area under Spanish jurisdiction. Pueblos and expansive ranchos sprawled out from the mission, colonizing the California landscape.



cellcode.us/quotes/school-san-miguel-california-mission-project-mission.html

## 1878 FARMING SETTLERS + RANCHO LA COLONIA

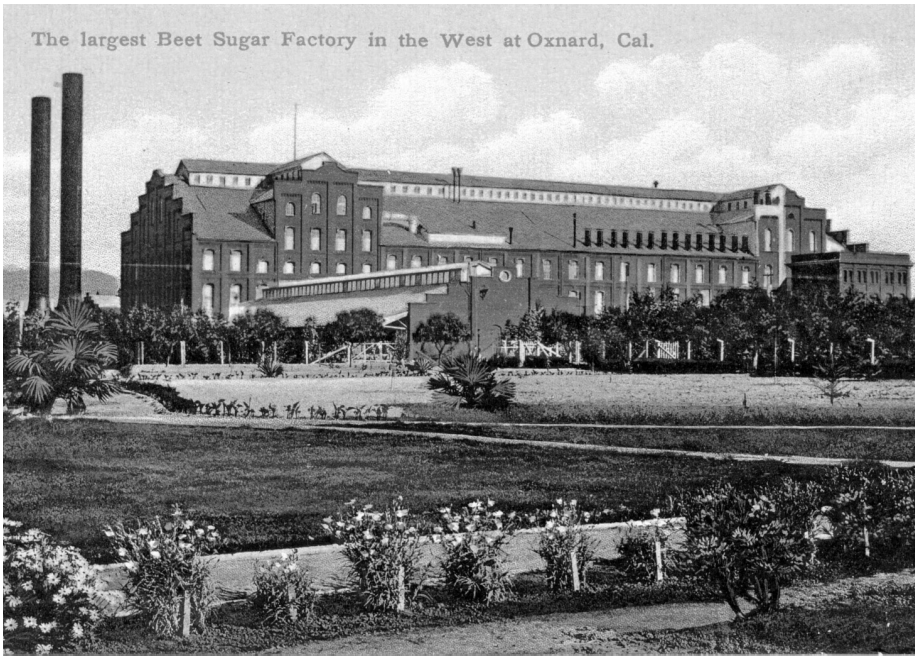
In 1817, over 44,000 acres of land known as *Rancho Rio de Santa Clara* or *La Colonia* was granted to eight Spanish soldiers south of the Santa Clara River along the Pacific. By 1868, parcels of the ranch were advertised for sale, drawing in farming settlers from Northern California into the region. Official settlement of La Colonia was approved by the courts and surveyed in 1878.




Oxnard Farm Settlers (Jeffery Wayne Maulhardt Collection)

## 1897 OXNARD BROTHERS AND SUGAR BEETS

Ranchers found promise in sugar beets as a profitable crop and invited Henry Oxnard to construct a processing factory in 1897. Operated by Oxnard and his three brothers, the American Beet Sugar Factory became a successful operation with access to the Southern Pacific Railroad. The Oxnard brothers then built another factory in Rancho Colonia in 1898, situated in the heart of 18,000 acres of sugar beet fields.




Oxnard Brothers Beets (Jeffery Wayne Maulhardt Collection)

## 1898-1920 ECONOMIC EXPANSION

After factory construction, businesses and residences began to arrive. Soon an organized settlement developed, and in 1903 the City of Oxnard was incorporated. The strong agricultural economy attracted immigrants from across the world, and the agricultural sector began to diversify. Banks, saloons, and other businesses flourished around the town square, and the City's first public library was constructed in 1907.




Downtown Oxnard Expansion (Jeffery Wayne Maulhardt Collection)

## 1930-1945 WAR ERA

The U.S. government sought to utilize the only major navigable port between Los Angeles and San Francisco. Naval bases were established nearby at Port Hueneme and Point Mugu during World War II. As a result, defense-based communications and aerospace sectors developed and became important economic sectors for Oxnard.



Port Expansion (Jeffery Wayne Maulhardt Collection)

## 1920-1930 "HOLLYWOOD BY THE SEA"

Oxnard's coastal edge attracted motion picture productions and ultimately real estate developers drawn by desert like coastal dunes. Subdivisions, with the names Hollywood Beach and Hollywood by the Sea, brought Angelenos looking for vacation homes outside the city. The area also attracted thousands of visitors from across Southern California and large families flocked to this coastal paradise.



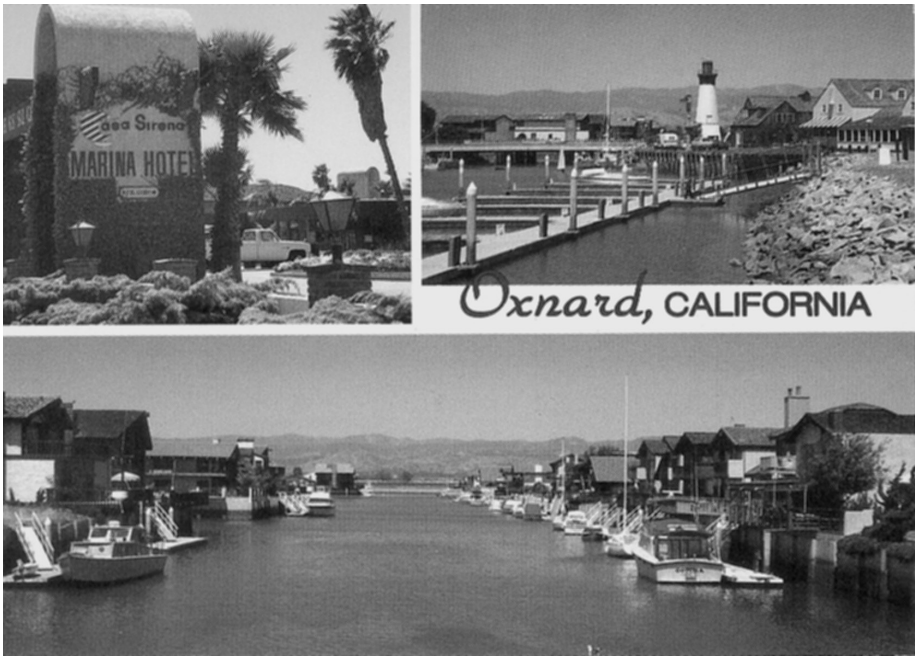




Provided by the City of Oxnard

## 1945+ PRESENT DAY

Oxnard's economy continued to diversify as the City expanded. Electronics, aerospace, and manufacturing are now significant economic contributers in addition to agriculture. Today, Oxnard is the largest city in Ventura County, but it still has strong ties to its agricultural beginnings.

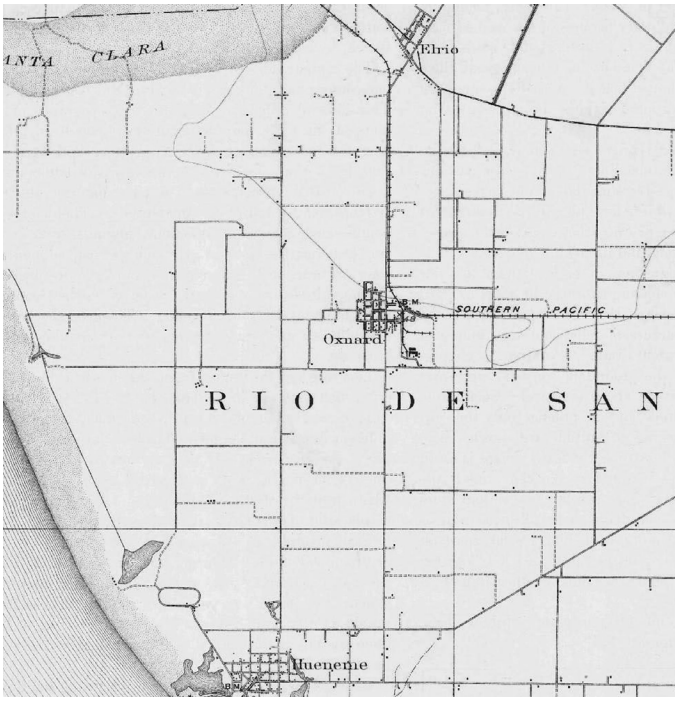



Oxnard Tourism Postcard (Jeffery Wayne Maulhardt Collection)

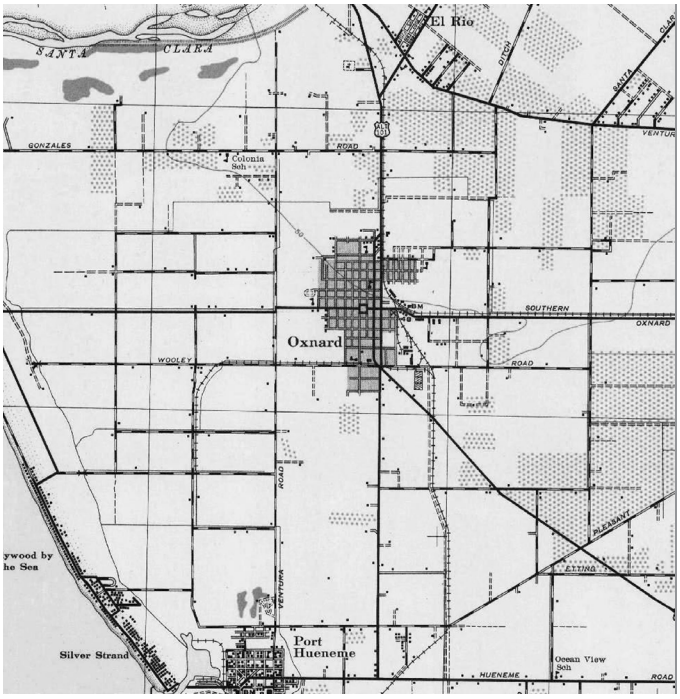
# Historical Development Patterns

Oxnard's initial platting seems to follow the National Grid, but one can see the beginnings of urbanization as far back as 1904. Forty years later, Oxnard's downtown is still quite contained; the real growth explosion comes during the subsequent twenty years. With the creation of bases at Mugu and Hueneme, Oxnard experienced an influx of people during WWII. Then, like the rest of Southern California, Oxnard had an immense post-war boom. This growth crept more and more into the City's surrounding agriculture prompting the passing of the Save Open Spaces and Agricultural Resources (S.O.A.R.) ordinance which protected agricultural lands from development.

The project team advocates that future development be in the form of densification of the urban core in order to maintain the legacy of open space around the City.




1904




1943

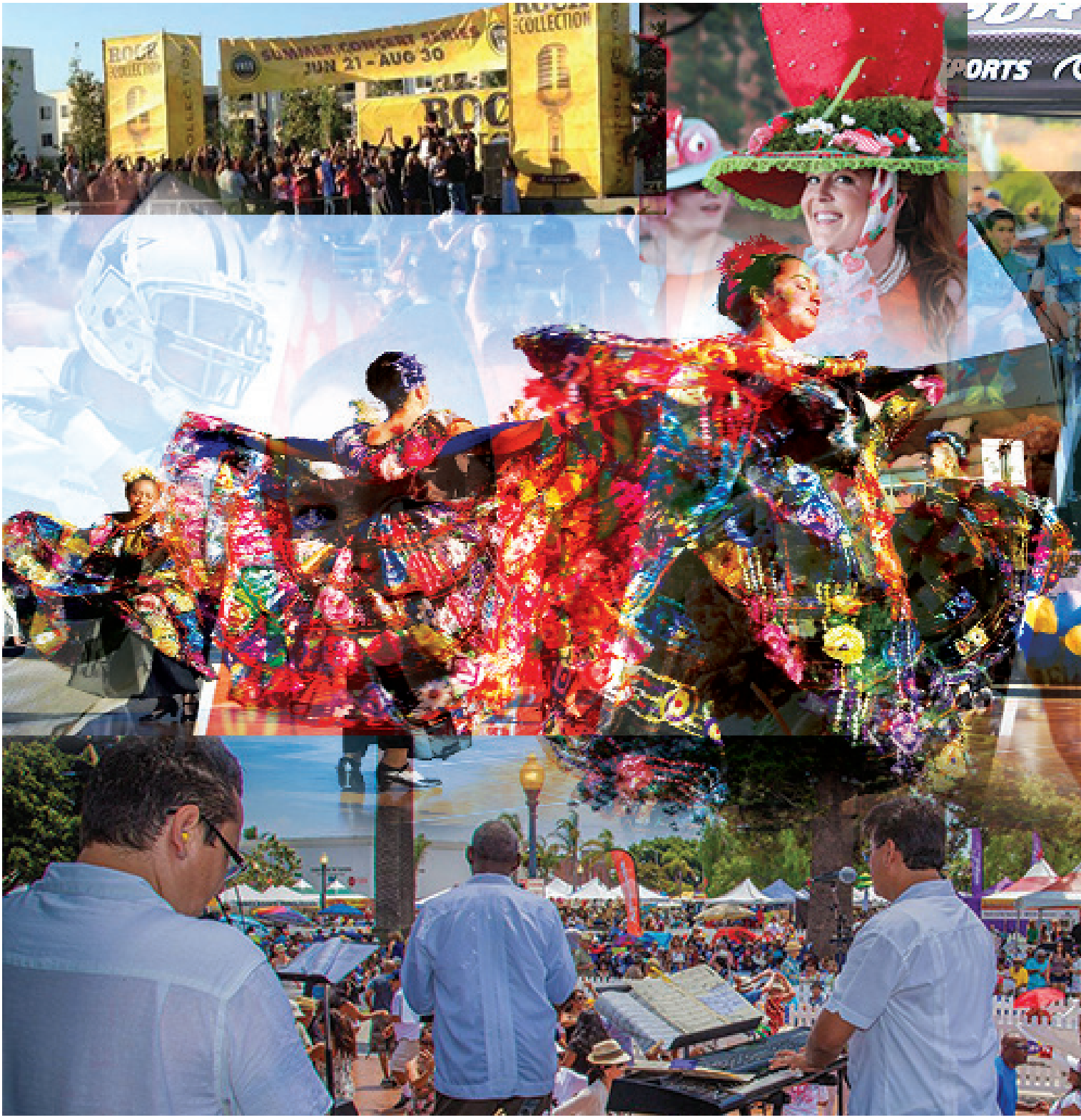


1967



2018

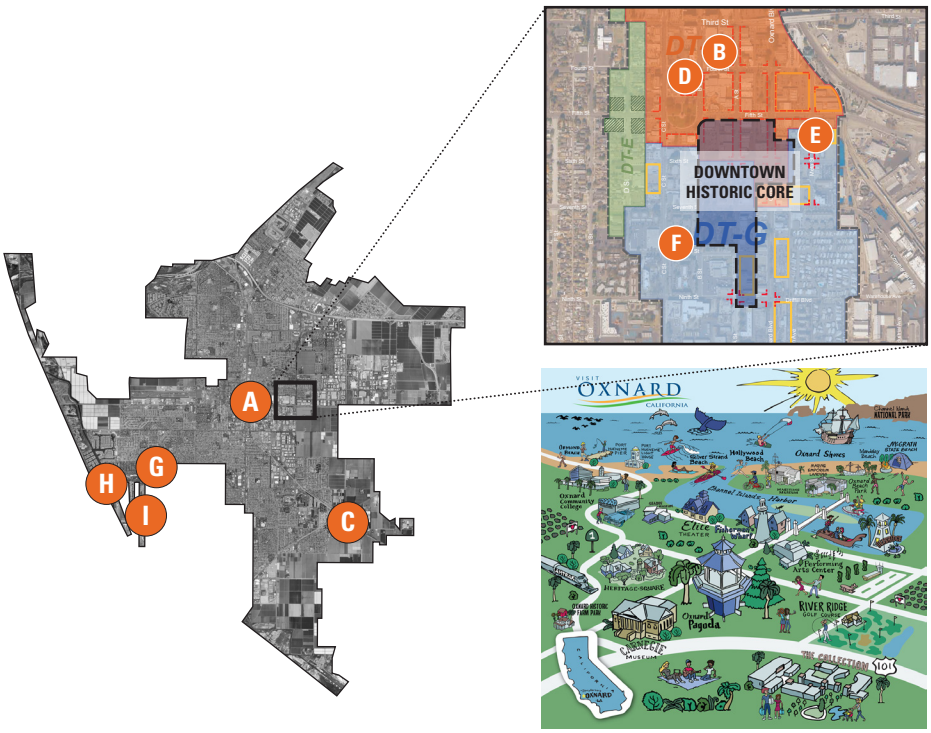
# Oxnard's Culture & Demographics




SURFCUPSPORTS
CASA AGRIA

# Cultural Resources

Oxnard has a strong local community that is supported by an array of cultural resources. Below is a list of Oxnard's primary sources for art, music, and performances.







## OXNARD PERFORMING ARTS CENTER

Since its opening in 1968, the Oxnard Performing Arts Center has hosted thousands of events. With seating for over 1,600 people, the performance center is one of the largest in Ventura County. Because the City already rents out the venue, in the future, this is likely to continue.




## OXNARD MAIN LIBRARY

Oxnard's first library was built in 1906 with funding from Andrew Carnegie. Since then, it has been in multiple buildings. It moved to its current 72,000 square feet building in 1992.




## SOUTH OXNARD BRANCH LIBRARY

The South Oxnard Branch Library was opened in 1989. It moved to its current 23,000 square foot space on Saviers Road in 2007.

Image Source: City of Oxnard




## CARNEGIE ART MUSEUM

The Carnegie Art Museum is a public museum owned by the City of Oxnard. In 1971, the museum became the first building in Ventura County to be put on the National Historic Registry. Unfortunately, the museum has been closed since July 2019 due to budget shortfalls.




## INLAKECH CULTURAL ARTS CENTER

The Inlakech Cultural Arts Center offers programs and classes in art, music, drama, and dance.




## HERITAGE SQUARE

Heritage Square is a collection of historic homes, a church, and other buildings that house restaurants, event spaces, and a cultural center.




## STUDIO GALLERY

The Studio Gallery has showcased local art and artists since 1976.




## CHANNEL ISLANDS MARITIME MUSEUM

The Channel Islands Maritime Museum has an extensive maritime art collection including several 17th-century Dutch and Flemish masters. Their ship models cover some 3,000 years of shipping history from Egyptian reed boats to modern vessels.




## ELITE THEATRE

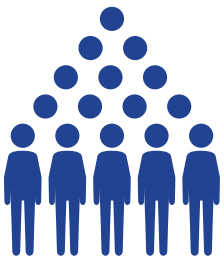
The Elite Theater has been supporting theater performances and classes since 1994.

# Demographics 2018

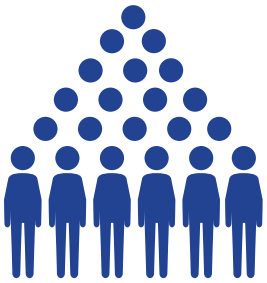
## CITY OF OXNARD



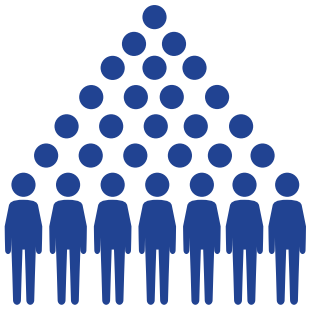

## POPULATION



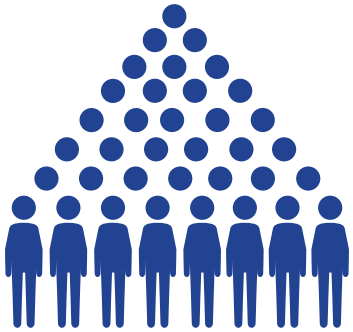
2018 Population
**210,177**



2020 Projected
**219,430**

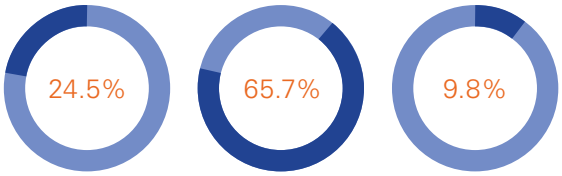


2035 Projected
**234,152**



2045 Projected
**243,200**

## AGE DISTRIBUTION




Children
Under 14

Adult
15-64

Senior
65+

## MEDIAN AGE

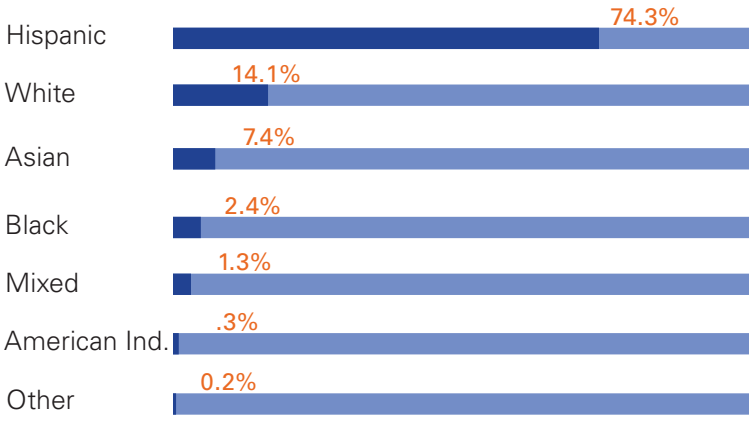
**31.5**

## HOUSEHOLD SIZE



**3.97**

## ETHNIC DIVERSITY




## AVERAGE HOUSEHOLD INCOME

**$$$**

**86,048**

*ESRI Business Analyst 2010 Census Profile, American Community Survey Population Summary, Age by Sex, Business Summary, Community Report, Demographic & Income Profile, Household Income and Housing Profile*

## LANGUAGE

**This Percentage Includes Mixteco Speakers, Exact Number Unknown**

**61.1%** Spanish

**31.5%** English

**5.8%** Asian and Pacific Island

**0.7%** Indo-European

**0.4%** Other

**~2% Walk or Bicycle to Work**

## TRANSPORTATION



**74.1%** Drove Alone

**19.2%** Carpooled

**1.3%** Walked

**1.2%** Public Transportation

**0.9%** Other

**0.7%** Bicycle

## MAJOR EMPLOYERS

### COMPANIES

Haas Automation, Inc.

J M Smucker Co.

National Guard

Oxnard College

Naval Surface Warfare Center, Port Hueneme Division

St. John's Regional Medical Center

### INDUSTRIES

Finance/Insurance/Real Estate

Services

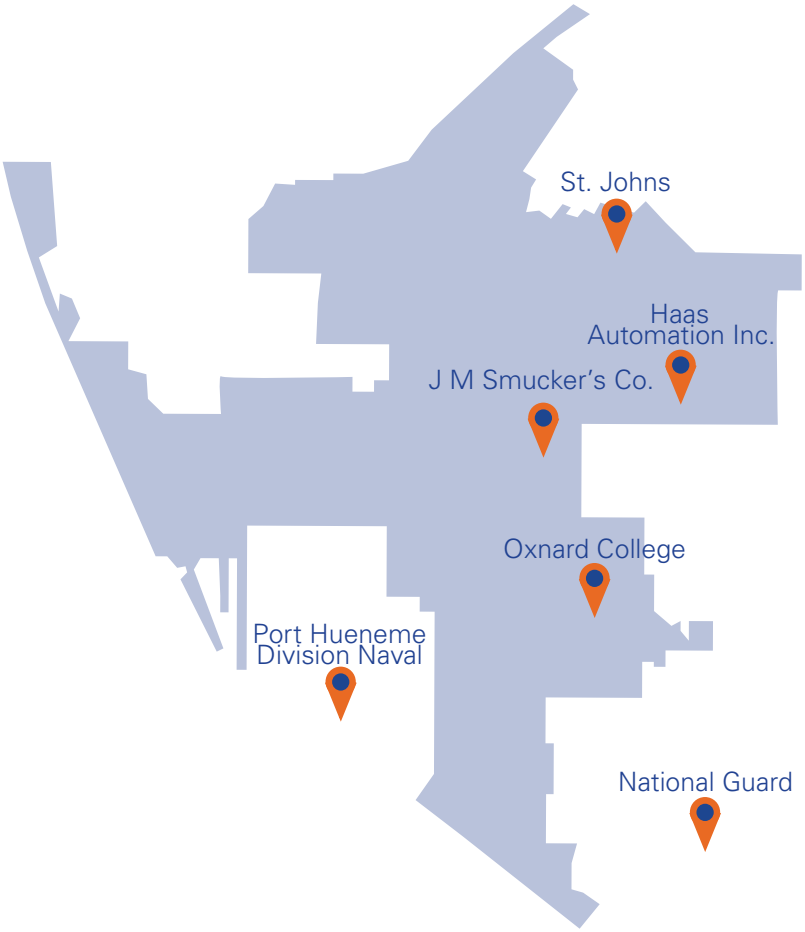
Retail Trade

Manufacturing

Construction

Agriculture

**14.7% Employed Through Agriculture**



## CITYWIDE ORGANIZATION

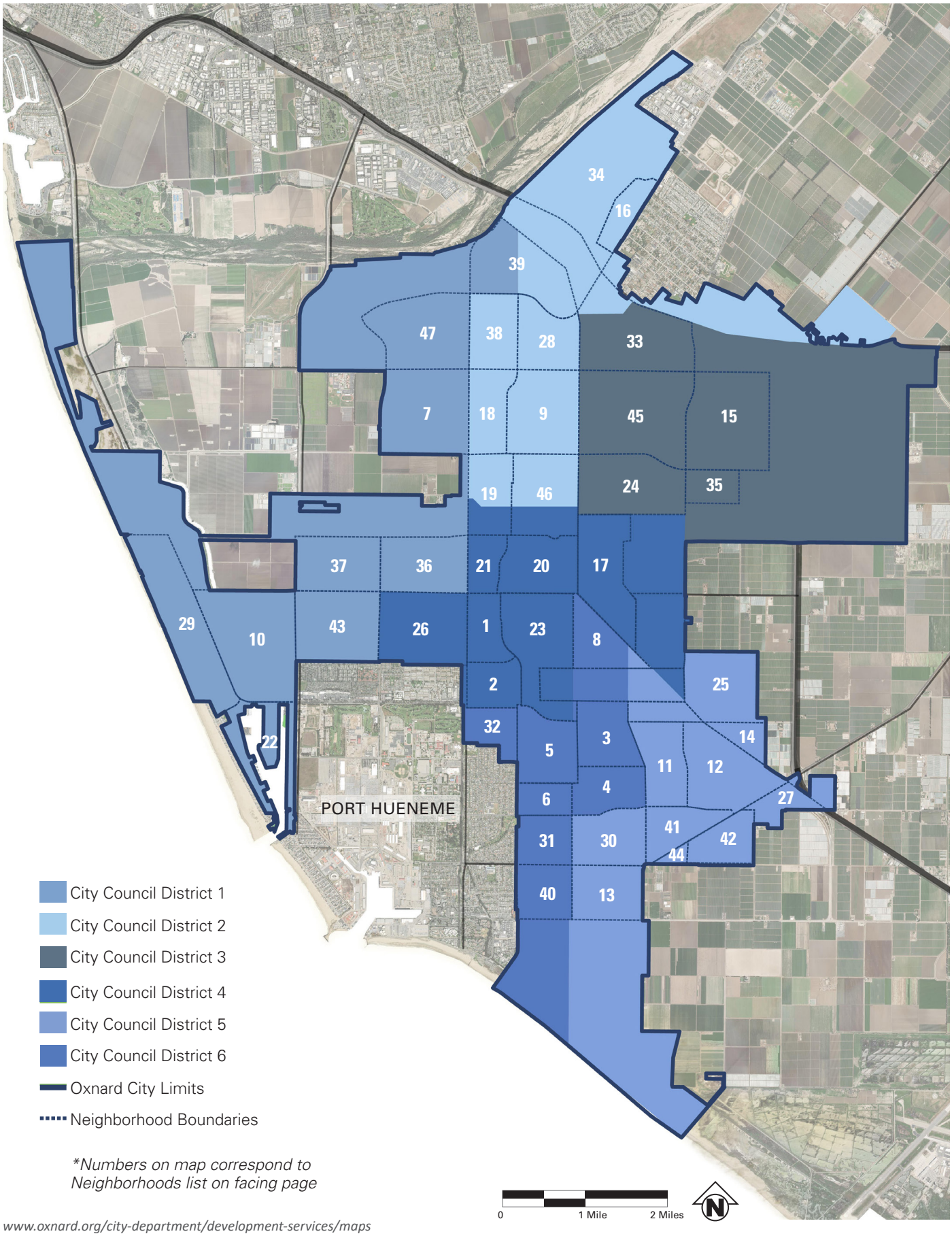
Oxnard is the largest and only full-service city in Ventura County. The governmental structure consists of an elected Mayor, who holds a two-year term, and six Council Members elected according to District. Each Council Member can serve for four-year overlapping terms. The City Council appoints the City Attorney and the City Manager, who assist the Council in making policies.

## NEIGHBORHOOD COUNCILS

Within each District, there are Neighborhood Councils that serve as an outlet for residents to collect and voice concerns and ideas. While all neighborhoods are intended to have a Neighborhood Council, some are more active than others. Finding ways to encourage more Neighborhood Council activity is key to getting residents more involved.

1. Bartolo Square North
2. Bartolo Square South
3. Blackstock North
4. Blackstock South
5. Bryce Canyon North
6. Bryce Canyon South
7. Cabrillo
8. Cal-Gisler
9. Carriage Square
10. Channel Islands
11. College Estates
12. College Park
13. Cypress
14. Diamond Bar
15. East Village
16. El Rio West
17. FIve Points Northeast
18. Fremont North
19. Fremont South
20. Hobson Park East
21. Hobson Park West
22. Hollywood By The Sea
23. Kamala Durley Park
24. La Colonia
25. Lemonwood Eastmont
26. Marina West
27. Mar Vista
28. Orchard Park
29. Oxnard Shores
30. Pleasant Valley Estates
31. Pleasant Valley Village
32. Redwood Sunkist
33. Rio Lindo
34. Riverpark
35. Rose Park
36. Sea Air
37. Sea View Estates
38. Sierra Linda
39. South Bank
40. South Winds
41. Terrace Estates
42. Tierra Vista
43. Via Marina
44. Villa Capri
45. West Village
46. Wilson
47. Windsor North / RiverRidge
48. Victoria Estates

# Neighborhoods & City Council Districts Map




*Numbers on map correspond to Neighborhoods list on facing page

www.oxnard.org/city-department/development-services/maps

# PARKS & RECREATION MASTER PLAN

Community Services Committee
January 12, 2021

**DESIGN**WORKSHOP

CITY OF OXNARD CALIFORNIA

# WHAT IS A MASTER PLAN?



A master plan IS…

- A **long-range planning tool** to determine service gaps, analyze growth trends and identify opportunities for improvements
- A **visionary document** that sets the values and goals for current and future parks and facilities
- An **opportunity for the public** to weigh in on the future of parks, recreation and community services
- A **practical guide** grounded in the diverse interests and needs of the local community



# WHAT A MASTER PLAN IS NOT…

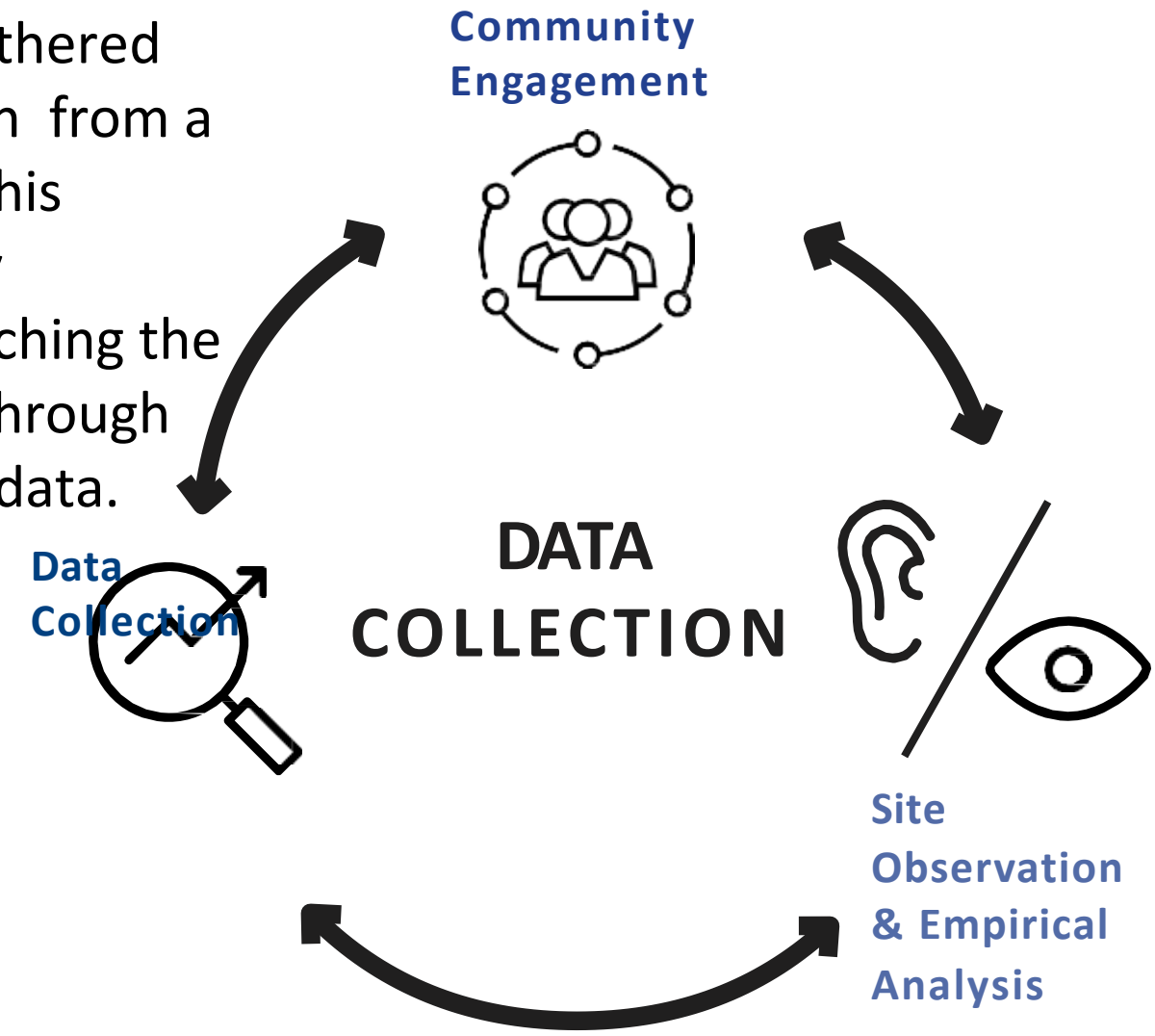


It is NOT…

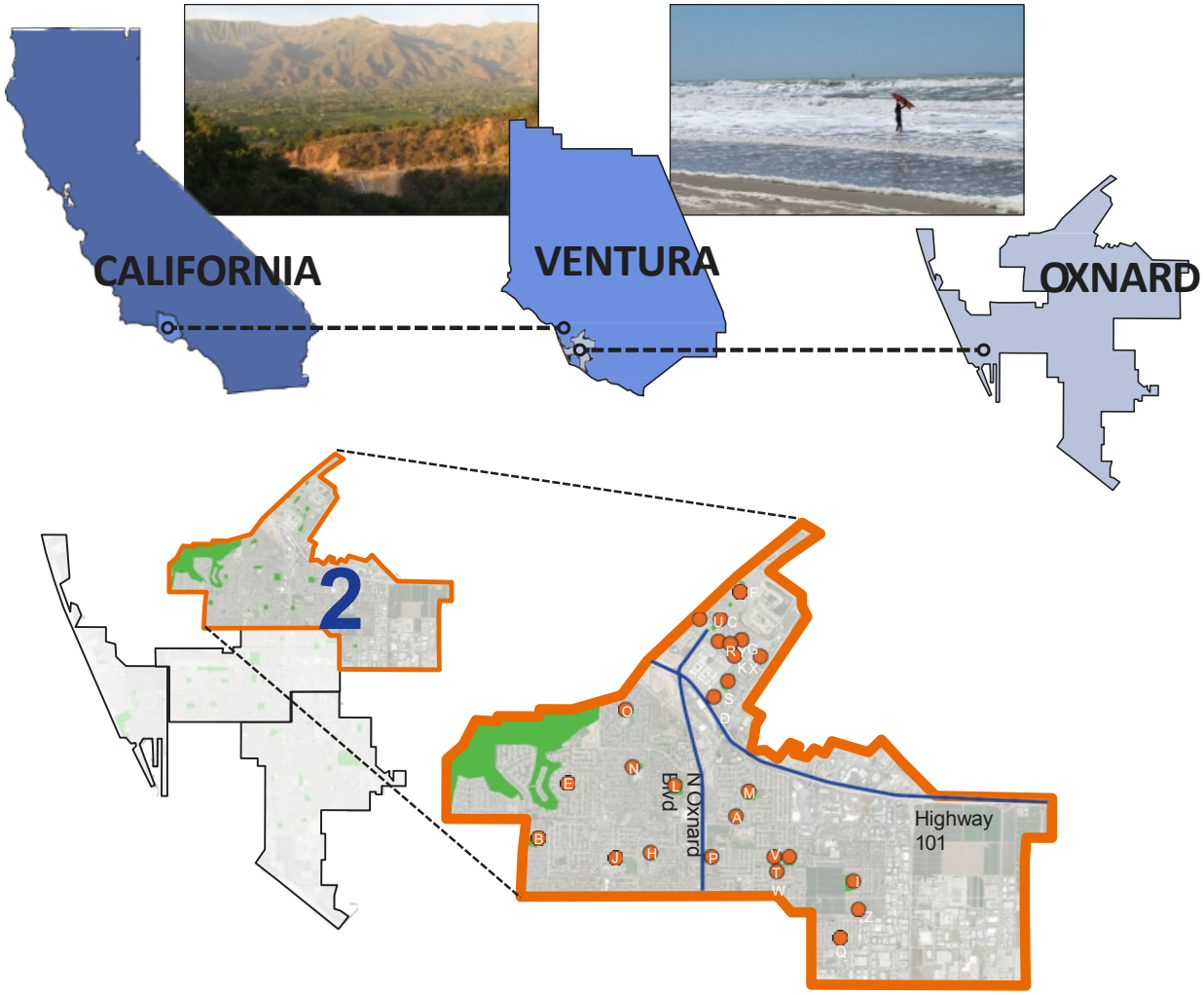
- An **operations model** or financial budget
- A method to approve **capital expenditures** or greenlight specific programs
- A **detailed design proposal** for a specific neighborhood, park or facility

# WHAT DID WE ANALYZE?

- The project team gathered information from a variety of sources. This included community engagement, researching the city's makeup, and through collecting empirical data.



# Benchmarked against adjacent communities



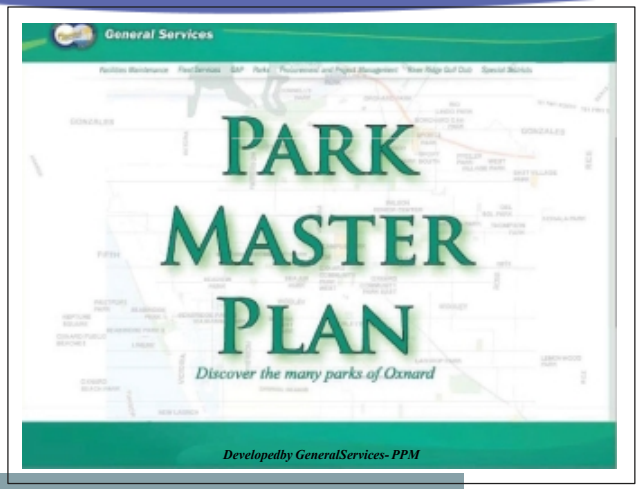
# DATA COLLECTION: DEMOGRAPHICS & CULTURAL ANALYSIS

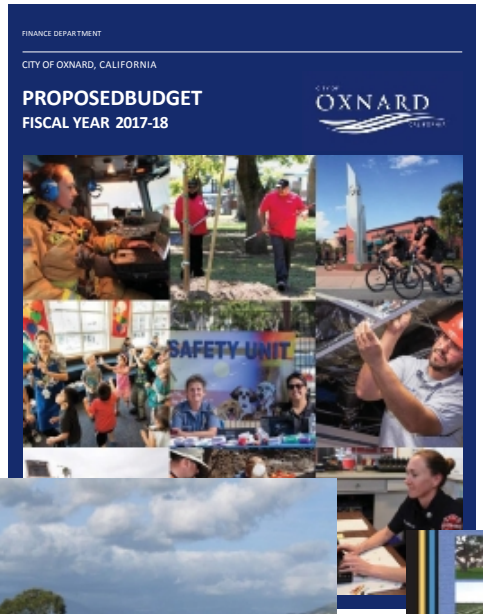


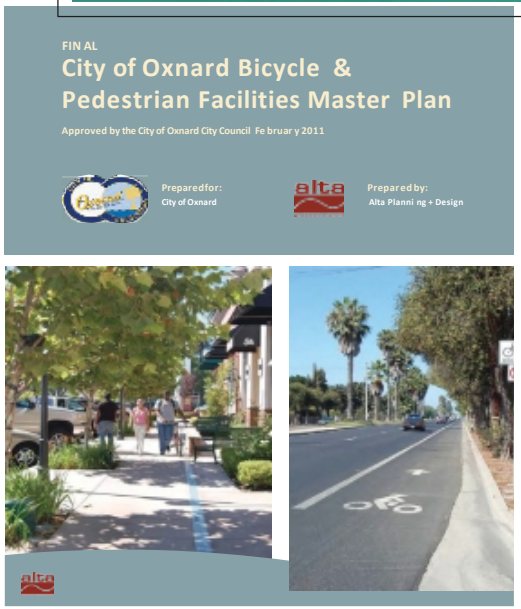


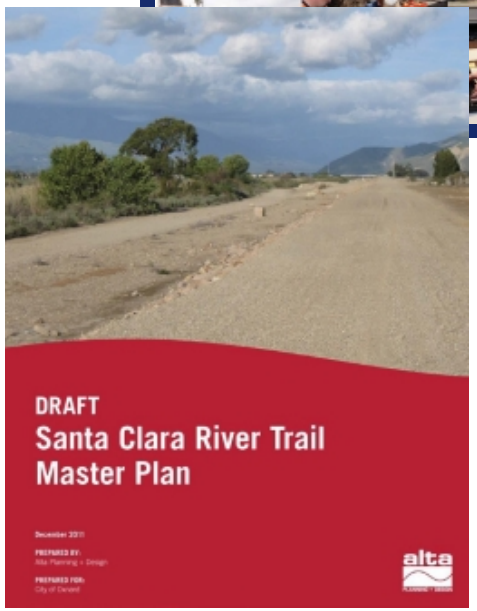
# DATA COLLECTION: REVIEW OF PREVIOUS EFFORTS

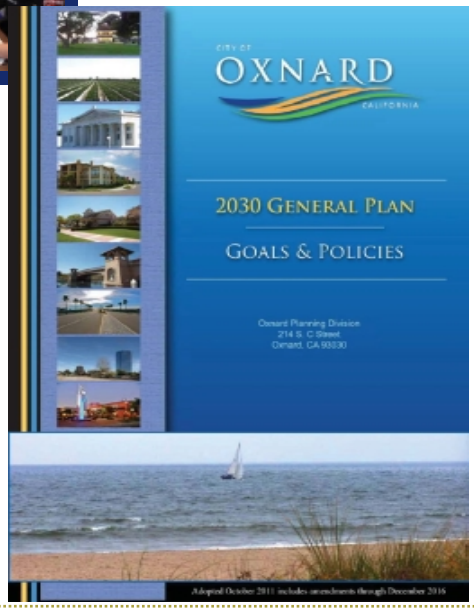




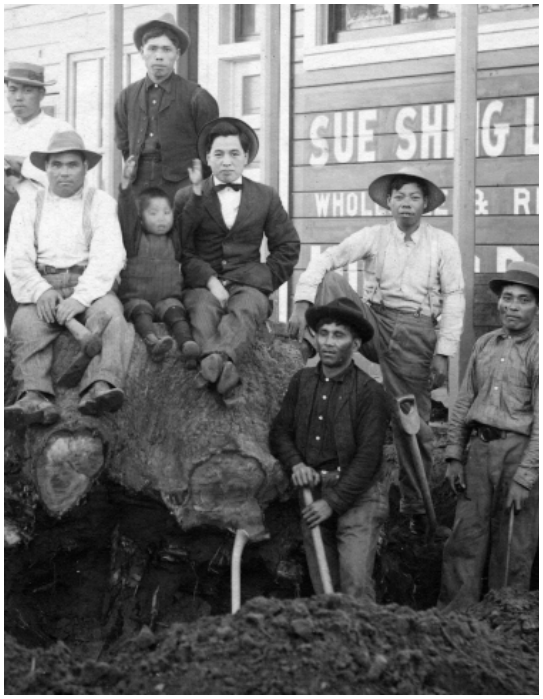



# DATA COLLECTION: EXPLORING OXNARD'S HISTORY



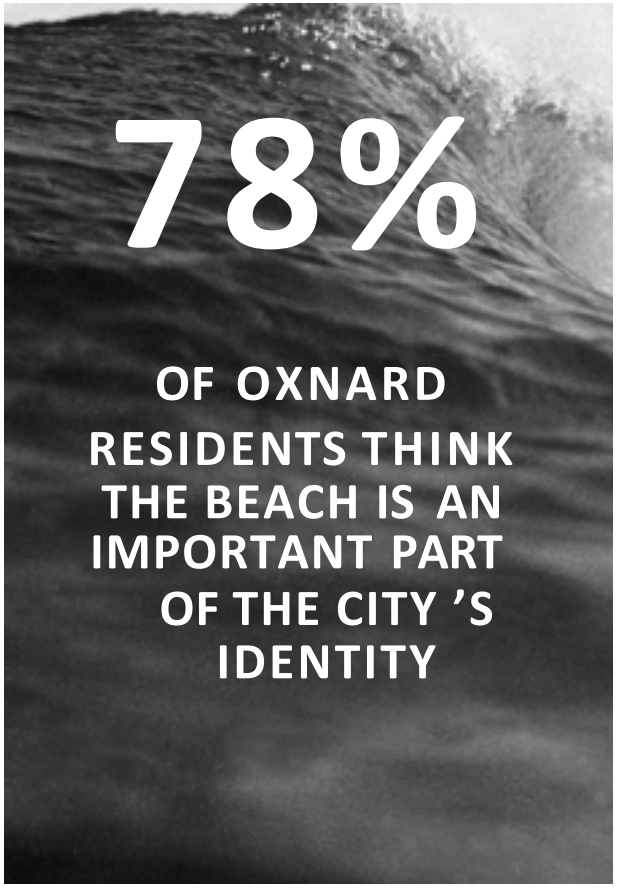








## EXAMPLE OPPORTUNITY: OXNARD'S BEACHES

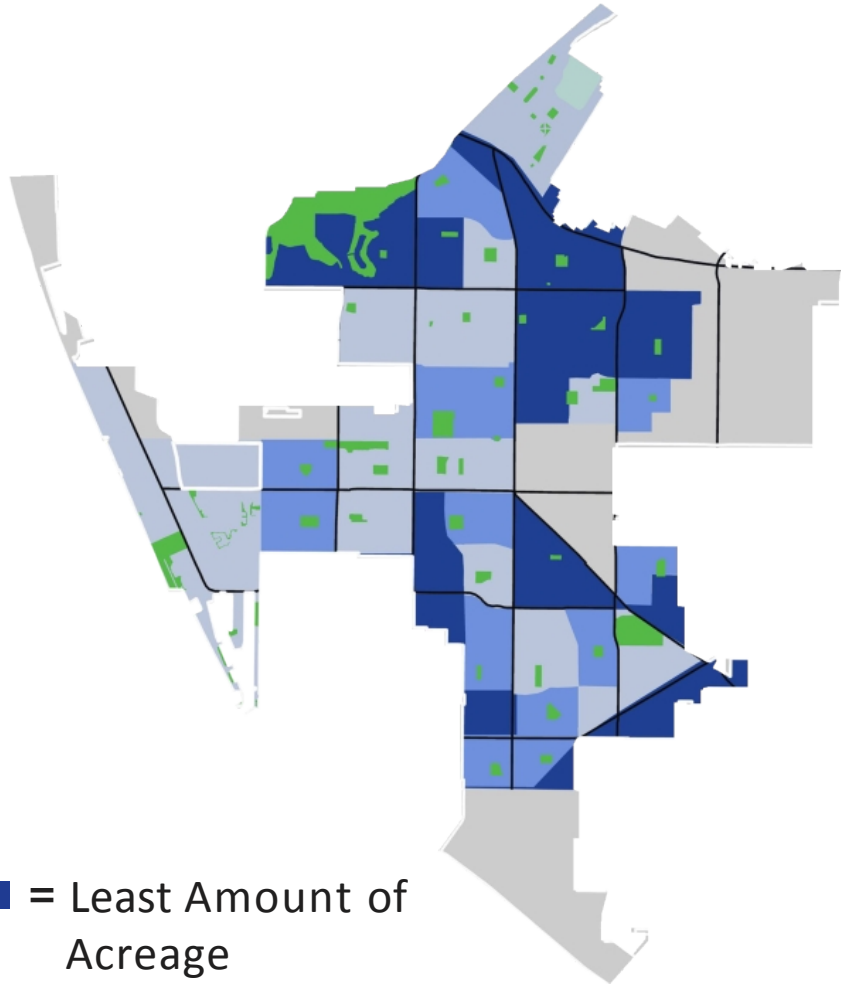



## EXAMPLE CONSTRAINT: BUDGET/EXPENDITURES

**P&R EXPENDITURES**
**$105.60 PP**

# DATA COLLECTION: MAPPING PARK NEED

## PARK ACREAGE PER 1,000 RESIDENTS



■ = Least Amount of Acreage

# SITE OBSERVATION: VISITING OXNARD'S PARKS







# SITE OBSERVATION: VISITING THE BEACH & SANTA CLARA RIVER







# SITE OBSERVATION: COMPARING TO NEIGHBORING CITIES



| | POPULATION | AREA |
|---|---|---|
| **Oxnard** | ~200,000 residents | 26.6 squaremiles |
| **Ventura** | ~110,000 residents | 32 squaremiles |
| **Camarillo** | ~68,000 residents | 20 squaremiles |
| **Thousand Oaks** | ~128,000 residents | 55 squaremiles |

## MEDIAN HOUSEHOLD INCOME




$86,048
**Oxnard**




$86,890
**Ventura**




$122,990
**Camarillo**




$147,820
**Thousand Oaks**

## AVERAGE HOME VALUE




$493,500
**Oxnard**




$601,900
**Ventura**




$628,200
**Camarillo**




$727,400
**Thousand Oaks**

# ENGAGEMENT: WE LEARNED FROM THE COMMUNITY



**ADVISORY COMMITTEE**

**PROJECT TEAM**

**CITY OF OXNARD** + **CONSULTANTS**
DesignWorkshop
Kearns + West ETM Associates
National ResearchCenter

**OXNARD PARKS & RECREATION MASTER PLAN**

SEP 2018 — 2020

- CITY STAFF INTERVIEWS
- OXNARD RESIDENTS
- FOCUS GROUPS

**29 TOTAL PUBLIC MEETINGS & EVENTS**



- STATISTICALLY VALID SURVEY
- OPEN SURVEY
- COMMUNITY MEETINGS

# ENGAGEMENT: MEETING WITH FOCUS GROUPS



- Natural & Agricultural Resources
- Program Providers
- Role of Parks in Our Community
- Schools & Youth
- Serving a Diverse Community
- Special Interests (Sports & Biking)



# ENGAGEMENT: CONVENING AND ADVISORY COMMITTEE

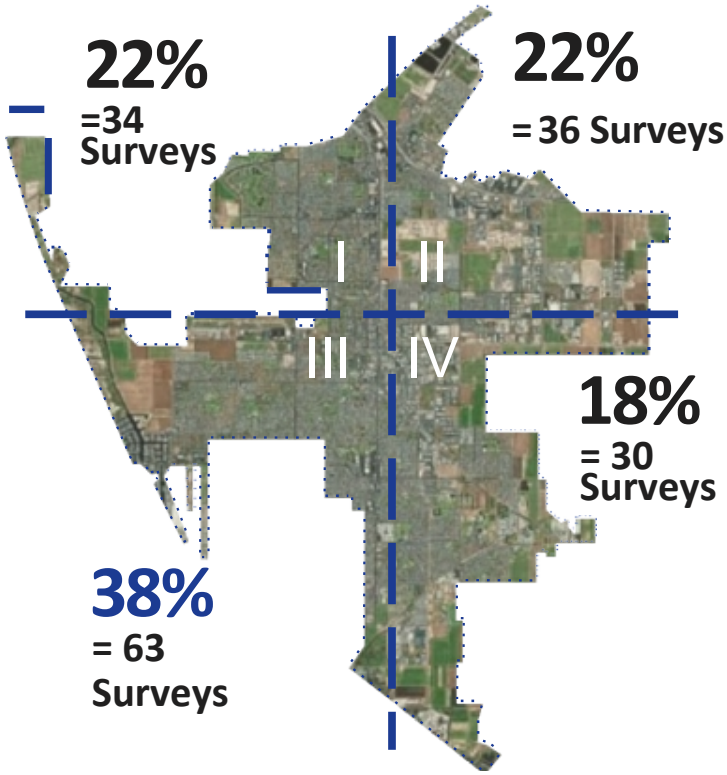


- **29** Members from various organizations were selected to participate in the Advisory Committee



# ENGAGEMENT: SCIENTIFIC & OPEN SURVEYS

## Scientific Survey




**164 TOTAL RESPONDENTS**

## Open Survey

FIRST COMMUNITY WORKSHOP

**19%**

**= 113 Surveys**

*91 English

*22 Spanish

OPEN ONLINE SURVEY

**52%** = 305 Surveys

WORKSHOP-IN-A-BOX

**28%** = 166 Surveys

**584 TOTAL RESPONDENTS**

# ENGAGEMENT: COMMUNITY SURVEY






**43%** prefer more soccer fields vs. passive activities

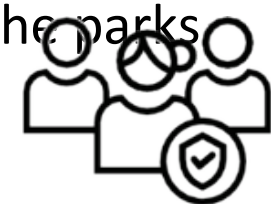
**57%** prefer other recreation

OPEN SURVEY

**61%** don't think parks are well maintained



**55%** don't feel safe in the parks



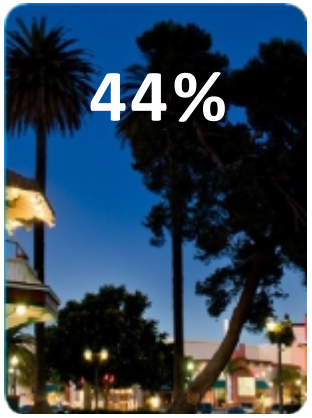
**A majority of Oxnard residents think**

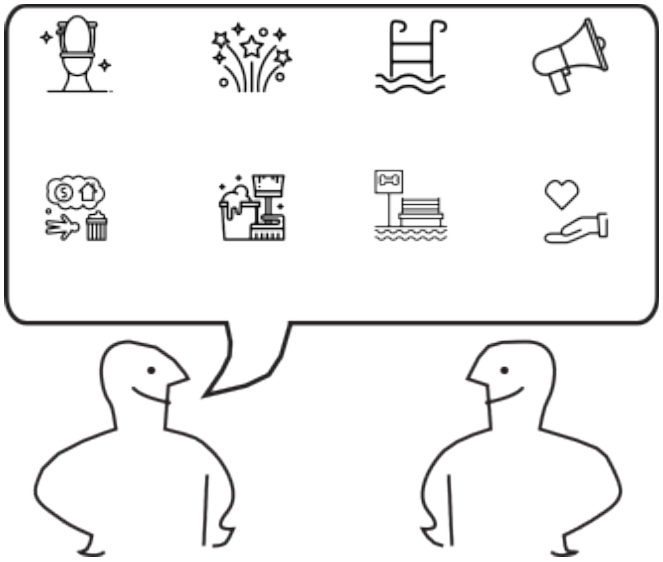
- Parks are not hard to access
- Lack of restrooms is not a major problem
- Lack of lighting is a problem
- There is a concern about park safety



## OPEN SURVEY

**31%** of respondents visit a park less than once per week



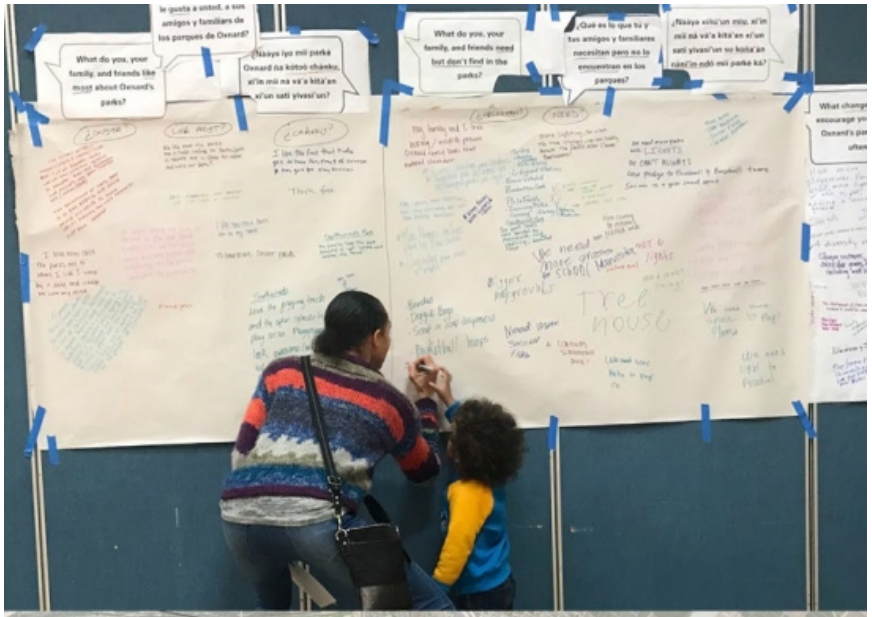



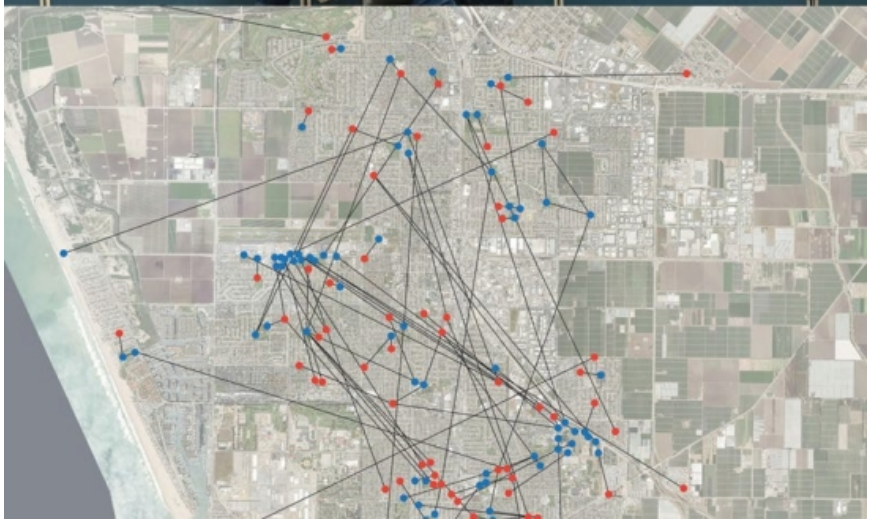
**A majority of Oxnard respondents want to see more…**

- Clean bathrooms
- More programs and events
- A pool
- Publish news about programs
- Address homelessness
- Maintenance should be priority
- Dog park
- Volunteer park programs

**Community Meeting #1**

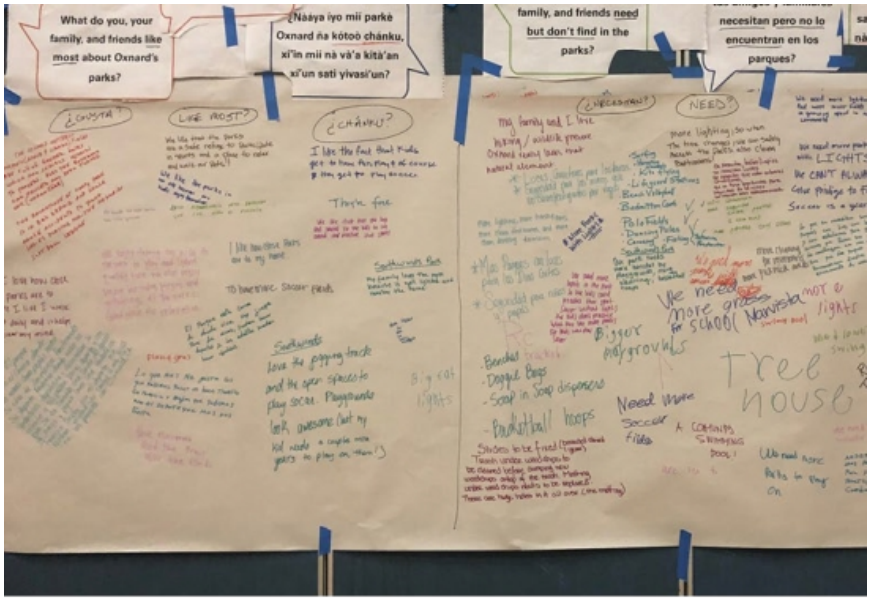
- Residents cherish parks as a place to play soccer, relax, and spend time with family.
- But safety and security were big concerns with better lighting and cleaner bathrooms topping the list of what the parks needed most.
- Soccer, a swimming pool, environmental education and nature trails are community priorities for City funding.
- Tennis and basketball are not as much in demand as soccer and baseball
- Park location isn't nearly important as the park amenities.



## Community Meeting #2

- Residents really want protected bike lanes
- Community members expressed concern about the addition of new soccer fields next to agriculture
- In general, community members didn't think that an indoor sports center would work well. They liked the idea of enhancing existing soccer fields and allowing them to be open later
- People expressed a desire for nature paths through the parks
- We heard again the need for better maintenance and more lighting






1. **Improve Maintenance & Operations**

2. **Diversify Amenities & Facilities**

3. **Create Safe and Active Parks**

4. **Connect with Natural Resources**

# PLAN GOALS: #1 IMPROVE MAINTENANCE & OPERATION

- **Increasing & Diversifying Funds**
  - Additional Revenue for Parks
  - Create a Tax to Fund Parks & Recreation
  - Create on Oxnard Parks & Recreation District
  - Encourage Business Improvement Districts in Commercial Areas
  - Establish a Non-Profit Parks Foundation
  - **Incorporate Revenue Generating Facilities into Parks**
- **Becoming More Efficient with Funds**
  - **Reduce Energy Costs**
  - Install Efficient and Controlled Irrigation

- **Designing Parks to Lower Maintenance Load**
  - Use Durable & Sustainable Materials
  - **Transform from Turf to Native or Conservation Plantings**
  - Use "Low-Mow Turf" for Sustainable Landscapes
  - Utilize Bio-Retention Technologies
  - Use Artificial Turf in Parks for Sports Play
- **Streamlining Resources**
  - Understand Worker Resources
  - **Develop Park Maintenance Checklists**

# PLAN GOALS: #2 DIVERSIFY AMENITIES & FACILITIES

- **Designing Better Parks**
  - Incorporate Habitat and Natural Features
  - Design Parks for Flexibility and Multi-Use
  - Focus on Existing Parks Before Adding More
  - Make Each Park Distinct
  - Park Design Recommendations & Standards on Park Classifications
- **Activating the Beach**
  - Add Lifeguards
  - Provide More Wayfinding Signage
  - Establish Programming & Economic Drivers
  - Add More Bike Parking
  - Promote Regional & Private Events

- **Ensuring Facilities Work for Everyone**
  - **Ensure Accessible Programs & Equipment**
  - Address the Soccer Shortage
  - Create a Place for Baseball & Softball
  - Improve Tennis Facilities & Grow Interest in Pickleball
  - Support Indoor Basketball
  - Evaluate the Future of River Ridge Golf Course
  - Add Community Gardens
  - Focus on Senior Center Development & Resources
  - **Incorporate Signage in English, Spanish and Mixteco**
  - Joint-Use Strategies for Necessary Amenities
  - Design Parks that Reflect the Neighborhood Culture

# PLAN GOALS: #2 DIVERSIFY AMENITIES & FACILITIES

- **Creating a Dynamic Recreation Program**
  - Address Program Gaps through
  - Partnerships & In-House Programming
  - Provide Transformative Programming
  - Upgrade Capacity for New, Expanded Programs and Facilities
  - Explore Development of Wellness Initiatives
  - Provide Technology Resources for Users & Staff



# PLAN GOALS: #3 CREATE SAFE & ACTIVE PARKS



- **Increasing Activity**
  - **Reconsider Oxnard's Sunset Ordinance (Case by Case Basis)**
  - Increase Programming
  - **Reform the Permitting Process**
- **Improving Lighting**
  - **Add Pedestrian and Field Lighting to All Parks**
- **Improving Safety**
  - Partner with Non-Profits to Provide Homeless Resources
  - **Foster Existing & Potential Partnerships**
  - Preventative Crime Efforts
  - Rely More on Cameras in Parks
- **Designing Parks for Safety**
  - Crime Prevention Through Environmental Design
  - Performance Measures for Benchmarking



# PLAN GOALS: #4 CONNECT CITY WITH NATURAL RESOURCES

- **Creating Strong Connections**
  - Utilize SOAR Boundary for Bike Trails
  - Create a Multi-Use Trail on 5th St. Drainage Corridor
  - Create Trails in Parks and Around Town
- **Promoting Stewardship**
  - **Restore & Improve Access to Ormond Beach**
  - Celebrate Agricultural Heritage



# ACTION PLAN: FINISH COLLEGE PARK





- Soccer complex
- Multi-purpose fields
- Seasonal city-wide events
- Inclusive playgrounds
- Walking trails
- Bio-retention technology
- Swimming pool



# ACTION PLAN: DEVELOP CAMPUS PARK





- Bike pump track
- Community  garden
- Community  services
- Environmental education trails
- Natural habitat
- Pavilion
- Pelota Mixteca
- Skate park
- Playground
- Walking trails

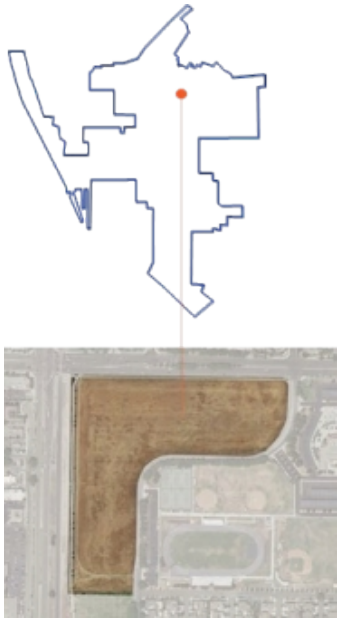


# ACTION PLAN: BUILD SPORTS PARK





- Baseball/Softball fields
- Basketball courts
- Passive lawn areas
- Inclusive playgrounds
- Walking trails
- Bio-retention technology



# PROJECTS IDENTIFIED THROUGH MASTER PLANNING PROCESS



| PROJECT | COST ESTIMATE | DESCRIPTION |
|---|---|---|
| Finish College Park | $18,000,000 | Develop the remaining 25 acres |
| Develop Campus Park | $15,000,000 | Develop 30 acres of Campus Park |
| Build a Joint-Use Aquatic Center | $10,000,000 | With a City approved master plan, consider building an aquatic center in College Park |
| Create a Bike Trail Along the Santa Clara River | $8,000,000 | Implement trail proposed by the County of Ventura along Santa Clara River |
| Develop Sports Park | $6,500,000 | Develop 20 acres of Sports Park with a City approved Master Plan |

# PROJECTS IDENTIFIED THROUGH MASTER PLANNING PROCESS



| PROJECT | COSTESTIMATE | DESCRIPTION |
|---|---|---|
| Install Efficient & Controlled Irrigation | $3,000,000 | Update and repair existing irrigation in all parks as able |
| Renovate Several Playgrounds to be Inclusive | ~$1,000,000 for each | Renovate three playgrounds to be inclusive |
| Build Protected Bike Lanes in the City | $900,000/ mile for Class I; $150,000/ mile for Class IV | Build Class I or Class IV bike lanes as proposed in the Bicycle and Pedestrian Master Plan |
| Tree Trimming & Care (10- year tree trimming cycle) | $550,000 | Throughout the city |
| Central Park Fountain Control Room Renovation | $500,000 | Replace existing fountain control system and place the fountain control room above ground to prevent flooding |

# PROJECTS IDENTIFIED THROUGH MASTER PLANNING PROCESS



| PROJECT | COSTESTIMATE | DESCRIPTION |
|---|---|---|
| Riverpark Irrigation Control System | $180,000 | Replace irrigation control systems in park |
| East Park Playground Resurfacing | $155,000 | Replace existing poured in place (PIP) playground surface with a tiled playground surface |
| Pfeiler Pocket Park Play Structure | $155,000 | Replace play structure |
| Vineyards Park Playground Resurfacing | $110,000 | Replace existing poured in place (PIP) playground surface with tile playground surface |
| Renovate Parks to be Efficient and Sustainable | ~$10,000 per acre | Transform turf to native/conservation planting; convert play fields to artificial turf; add walking paths |

# A BRIGHT FUTURE FOR OXNARD'S PARKS & RECREATION
















CITY OF OXNARD CALIFORNIA

# QUESTIONS